



Mission Viejo
Television



Your Community. Covered.

REQUEST FOR PROPOSALS

FY 2021-2023

PRODUCER/DIRECTOR SERVICES

City of Mission Viejo / Mission Viejo Television Producer/Director Services

I. Specifications

The City of Mission Viejo is seeking proposals from qualified individuals interested in Producing/Directing the following events and programs between July 1, 2021 and June 30, 2023.

- Two *State of the City* Addresses (approx. 30 minutes) to be filmed on location and in the MVTV Studio.
- Two Veterans Day Ceremonies (60 minutes or the actual length of the event) filmed on location.
- Two Memorial Day Ceremonies (60 minutes or the actual length of the event) filmed on location.
- Up to six *Mission Viejo Today with the Mayor* shows (approx. 30 minutes each) to be filmed on location and in the MVTV Studio.
- Up to 30 (per year) Prep Sports Highlight shows featuring 4 separate High School Varsity games a week during the High School Sports Season. Games will be filmed on location at the sporting events and MVTV Studio with an in-studio host.
- Up to six (per year) *Storytime Theater* or other library shows (30 min. each) filmed at the Mission Viejo Library.
- Up to eight (per year) segments (5-7 minutes each) for *MVTV News*, a magazine-style news program.
- Up to six cultural arts programs/concerts (30 minutes each) filmed in the Council Chamber or other location.
- Up to eight (per year, each approx. 60 second) promotional videos to be determined. Some may be created from existing footage (with new graphics and editing) and some will require shooting on location with graphics and editing. Background music or voiceover should be included in proposal.
- Provide quote for TBD on-site sports program (i.e. football game of the week/month) or another on-location sports program

II. Requirements

1. Producer/Director must have a minimum of 10 years of experience in producing and directing multiple camera shoots switched live as well as ENG and Film Style productions. Reels of previous work should be provided.
2. Producer/Director is responsible for shooting, editing and delivering final programs on mastered DVDs and ProRes Quicktime files anamorphic 16x9 format. In addition Producer/Director is

responsible for all graphics and should be fluent in Photoshop, Illustrator, After Effects, Final Cut Pro, Adobe Premiere and Deko Graphics.

3. Producer/Director must provide and compensate experienced crew members for each production as needed to complete projects.
4. Producer/Director should be proficient at operating and programming banks and macros on the Ross Carbonite and Blackmagic ATEM switchers and operating all control room equipment as required to successfully produce programming, including but not limited to routers, decks, digital recording devices, audio and graphics equipment. Producer/Director should have extensive experience in audio production and be fluent in operating wired and wireless mics, soundboards, limiters and direct boxes.
5. Producer/Director must have experience in lighting sets, working with DMX equipment, lighting for ENG shoots and grip and lighting equipment.
6. All B-Roll files shall be provided for use in the future by MMTV.
7. For each show/segment, Producer/Director must provide a file to be posted on the City's YouTube Channel and/or website. Each program is copyright MMTV, and shall only be posted online through the City's media outlets.
8. Provide a Prores Quicktime file in 16x9 anamorphic of each completed show. MMTV field equipment and editing equipment is available to Producer/Director.
9. Provide required insurance.*

III. Proposal Information

1. Provide a separate line-item proposal for each different show listed above.
2. Provide the per-show cost.
3. For each show/cost, include a preview clip for the City's website provided in .wmv format (approx. 2-3 minutes each)
4. All B-Roll shall be provided digitally for use in the future by MMTV
5. Provide 1 digital HD 1280x720 59.94P HD file in H.264 .mov file format and 1 digital HD 1280x720 29.97P HD file in H.264 .mov for the web,
6. Indicate whether additional crew [show host, camera operator(s), control room crew and audio crew] are included in proposal
7. MMTV field equipment and editing equipment is available to Producer/Director
8. Producer/Director must provide proof of insurance as required by the City of Mission Viejo
9. Billing is Net 30 days

IV. Proposal Format

Submit one copy of proposal to include the following information.

- **Agency Overview**

Include an introduction to your firm as well as the name, phone number, website URL and email address of a single contact person. Provide a history of the firm and its experience in managing a television studio.

- **Project Team**

Name the proposed project team members (including assistants, if any). Qualifications, including length of time with firm, education/training and experience with similar projects.

- **References**

Provide the contact person's name, business, address and phone number of at least five (5) references. Include contacts that are familiar with your work on projects similar to this one and include contacts at Orange County cities if possible.

- **Work Samples**

Provide samples of comparable work (on DVD, YouTube, etc.)

V. Evaluation Process and Selection Criteria

Responses will be evaluated based on the following criteria:

- Capabilities and experience of the firm based on similar projects
- Project Team's qualifications, expertise and experience
- Samples of work
- Quality of references
- Cost and rates

VI. Award of Contract

The Initial Contract Period will be for twenty-four (24) months from July 1, 2021, to June 30, 2023. The City may elect to exercise an extension to renew this contract for an additional term of two (2) years on a renewal period, contingent upon satisfactory work of Contractor. The City will not authorize and the City Council may not approve more than a maximum three percent (3%) increase per year on the calculated annual Initial Contract Period cost(s)/rate(s).

- Will this extension be granted by vendor? Yes No

Proposals are due on or before Thursday, April 15, 2021 at 10:00 a.m. Please deliver to:

Robert Schick, Director of Community Relations
City of Mission Viejo
200 Civic Center
Mission Viejo, CA 92691
(949) 470-3034
rschick@cityofmissionviejo.org

***SAMPLE INSURANCE REQUIREMENTS**

The following coverages will be provided by Consultant and maintained on behalf of the City and in accordance with the requirements set forth herein. Consultant agrees to submit insurance coverages described herein and obtain approval of such coverages by the City before any work is performed pursuant to this Agreement.

Commercial General Liability Insurance. Consultant shall obtain and furnish to City a policy of general liability insurance against any and all claims arising out of or in connection with the work performed under this Agreement. Primary insurance shall be at least as broad as ISO-CGL form No. CG 00 01. Consultant shall provide the following coverage: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability in an amount not less than one million dollars (**\$1,000,000.00**) per occurrence for all coverages and two million dollars (**\$2,000,000.00**) general aggregate for bodily injury, personal injury, and property damage. This policy shall name City, its officers, officials, employees, agents, and volunteers as additional insureds, covering both ongoing and completed operations, directly on ISO additional insured endorsement forms CG 20 10 and CG 20 37, or similar form(s). Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Business Auto Liability Insurance. Consultant shall obtain and furnish to City a business auto liability policy covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount not less than one million dollars (**\$1,000,000**) combined single limit for each occurrence and in the aggregate. Primary coverage shall be at least as broad as ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto). Starting and ending dates shall be concurrent.

Workers' Compensation/Employer's Liability. Consultant acknowledges awareness of Section 3700 *et seq.* of the *California Labor Code*, which requires every employer to be insured against liability for workers' compensation. Consultant covenants that it shall comply with such provisions prior to commencement of this Agreement. Consultant shall obtain and furnish to City workers' compensation insurance per statutory limits and employer's liability insurance in an amount not less than one million dollars (**\$1,000,000.00**) per accident for bodily injury or disease. Consultant shall require all sub-consultants/subcontractors to provide such workers' compensation and employer's liability insurance for all of sub-consultants' and subcontractors' employees. Consultant shall furnish to City a waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Consultant shall similarly require all sub-consultants and subcontractors to waive subrogation. If Consultant is a sole ownership/ proprietorship and does not have any employees, Consultant shall certify such

facts to the City by completing a “Declaration of Non-Employer Status” declaring such and worker’s compensation coverage shall not be required.

Professional Liability Insurance/Errors and Omissions. Consultant shall obtain and furnish to City a professional liability policy covering the work performed under this Agreement. This policy shall provide coverage in an amount not less than one million dollars **(\$1,000,000)** per occurrence or per claim and two million dollars **(\$2,000,000)** in the aggregate. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacement).
- B. Consultant shall notify City of circumstances or incidents that might give rise to future claims.

Technology Errors and Omissions Liability (Cyber Liability). Consultant shall obtain and furnish to City a policy of insurance including errors and omissions, network security/privacy coverage, with limits of not less than one million dollars **(\$1,000,000)** per incident and two million dollars **(\$2,000,000)** in the aggregate. If written on a “claims made” basis, policy shall include prior acts at least as far in the past as the effective date of this Agreement. Coverage shall apply to both electronic and physical breaches and to data. Information in the care, custody, or control of vendors shall be covered, including coverage for “cloud” systems or for data transferred by a third party. Coverage shall apply to accidental losses as well as breaches perpetrated by outsiders or employees. Regulatory fines and penalties shall be covered. The policy shall contain no requirement that all data be encrypted. The City shall be an additional insured on the policy for its vicarious liability arising out of negligent acts, errors or omissions of Consultant or those working directly or indirectly for Consultant. Policy shall apply on a primary and noncontributing basis and shall cover wrongful acts of the named insured.

Consultant and City further agree as follows:

- 1. This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.
- 2. Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
- 3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver or limitation of any type.

5. For purposes of insurance coverage only, this Agreement will be deemed enforceable immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement shall not prohibit Consultant, and Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant hereby irrevocably waives all rights of subrogation against City.

7. Unless otherwise approved by City, Consultant's insurance shall be written by insurers authorized to do business in the State of California and which hold a minimum "Best's" Insurance Guide rating of "A:VII+." Self-insurance will not be considered to comply with these insurance specifications without approval of the City prior to the execution of this Agreement and a separate writing that specifies the terms, conditions, duties, and obligations of the subject self-insurance program.

8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant.

9. Consultant agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and additional insured endorsement(s) to Consultant's general liability policy using ISO forms CG 20 10 and CG 20 37, or similar form(s) as determined by Risk Management staff. Consultant shall also provide a waiver of subrogation endorsement to Consultant's workers' compensation policy applicable to the City. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage and all policies must be endorsed accordingly. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation and to delete the word "endeavor" with regard to any notice provisions. Consultant agrees to provide complete copies of policies to City upon request.

10. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages; failure to do so shall be deemed a material

breach of this Agreement and may subject this Agreement to termination or the City unilaterally replacing the policy(s) at Consultant's sole expense, without prior notice.

11. Consultant's insurance presented in compliance with these specifications shall not include self-insured retentions or deductibles unless declared to the City and approved by the City. The City may require evidence of financial security if deductibles or self-insured retentions are part of the Consultant's liability program.

12. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Consultant of noncompliance with any insurance requirements in no way waives any right or remedy of City or any additional insured, in this or any other regard.

13. Consultant agrees to require all sub-consultants or other parties hired for this project to provide proof of insurance coverage as outlined above before work is performed by said sub-consultants or other parties pursuant to the Agreement. Consultant agrees to obtain certificates evidencing such coverage and to ensure that such coverage is provided as required herein. Consultant agrees to require that no contract used by any sub-consultant or contracts Consultant enters into on behalf of City will reserve the right to charge back to City the cost of insurance required by this agreement. Consultant agrees that upon request all agreements with sub-consultants or others with whom Consultant contracts with on behalf of City will be submitted to City for review for competency with this Agreement. Failure of City to request copies of such agreement will not impose any liability on City, or its employees, officers, officials, agents, and volunteers, nor does it waive or limit City's right to subsequently ask for the copies.

14. If Consultant is a Limited Liability Company, general liability coverage must be amended, to City's reasonable satisfaction, so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

15. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor or recommend the handling of any such claim or claims if they are likely to involve City.

16. It is agreed that insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.

17. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.