



CITY OF STOCKTON

REQUEST FOR PROPOSALS

EQUIPMENT FOR
GOVERNMENT ACCESS TELEVISION
(CHANNEL 97)

CITY MANAGER'S OFFICE
CITY HALL
425 N. EL DORADO STREET
STOCKTON, CALIFORNIA 95202

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Introduction

The City of Stockton (“City”) has issued a Request for Proposals for replacement of equipment and facilities required for the production and broadcast of Government Access television programming. The source of funding is a 1% PEG (Public, Educational and Governmental Access) Support Fee, currently collected from the two video services providers authorized under State franchises by the California Public Utilities Commission (CPUC) and Stockton Municipal Code (SMC) 11.24 *State Video Service Franchises*. All expenditures and use of these funds will follow the Federal Communications Commission (FCC) 1984 Federal Cable Act (Section 542) and State of California Digital Infrastructure and Video Competition Act of 2006 (DIVCA), and City codes, policies and procedures.

The deadline for proposals is **November 3, 2017 at 5:00 p.m.** Proposals may be hand-delivered or mailed no later than the deadline. Proposals may also be e-mailed to Connie.Cochran@stocktonca.gov. Refer to the submittal instructions for further information.

A mandatory job walk will be held on **October 16, 2017, at 2:00 p.m.** promptly at **425 N. EL DORADO STREET, STOCKTON, CA 95202, in the City Council Chambers on the 2nd floor.** Interested bidders arriving at **2:00 p.m.** or later will not be admitted. Failure to attend will result in your bid/**proposal** being rejected.

Hard copy proposals should be submitted to:

City of Stockton
Office of the City Manager
Attn: Community Relations Officer
425 N. El Dorado Street, 2nd floor
Stockton, CA 95202

The contact for this RFP is:

Connie Cochran
Community Relations Officer
City Manager’s Office
Connie.Cochran@stocktonca.gov
(209) 937-8827

Background Information

The City of Stockton Government Access Television (Channel 97)

The Government Access Television Channel was formerly operated and programmed by the local cable franchise holder, most recently, Comcast. Government meetings were originally staffed, taped, and aired under the franchise agreement with the local cable operator. The City of Stockton has produced programming for its Government Access Television Channel since 1999 and began both operation and programming of the Channel in 2003. Due to equipment and space limitations, City programming and content currently only broadcasts through one video service provider, Comcast. For that reason, it is frequently referred to as “Channel 97,” the station number assigned by Comcast.

In 2012, the City adopted Stockton Municipal Code (SMC) Chapter 11.24 *State Video Service Franchises*, acknowledging both Comcast and AT&T as video service providers (formerly cable providers) holding state franchises to provide service in the city of Stockton, and authorizing a 1% PEG fee under the State of California Digital Infrastructure and Video Competition Act of 2006 (DIVCA) and the 1984 Federal Cable Act (Section 542). The Stockton City Council approved the implementation of the fee in March 2015, and the fee became effective in May 2015.

State and federal law restrict the use of these funds to capital expenditures for facilities and equipment used to produce and broadcast programs and information for the public. Since the implementation of the fee, the City has purchased television cameras and sound equipment used “in the field” to produce programming that is aired on Channel 97.

Existing Channel 97 equipment was purchased in 2003 and is obsolete and failing. The equipment is analog and only transmits a signal with the assistance of digital converters installed by Comcast prior to the expiration of the local franchise agreement in 2012. This equipment is currently located at City Hall, primarily in the City Council Chamber, an equipment room adjacent the Chamber, in a separate office occupied by the Channel 97 staff member primarily responsible for this work, and near the video service providers’ MPOE (Minimum Point of Entry), including all cabling and wiring necessary to connect equipment and facilities.

The purpose of this RFP is to replace all the equipment needed to film, edit, broadcast, and air, live- and pre-recorded meetings, content, and information about governmental programs and services.

Programing and Production

Programming

Government Access Television Channel programming includes slides, originally produced informational videos, and long-form content, such as public meetings and events, both pre-recorded and live. Live broadcast capability is currently only available from the City Council Chamber. The only signal feed for broadcast is to Comcast. Replacement equipment and facilities must have the capacity and capability to provide an additional feed to AT&T, and, possibly, any video service providers authorized in the future. In addition, the equipment will be moved to another location in the future, either to a new Chamber location or an alternate site, such as a community center, event or meeting venue, to facilitate live broadcast from a location other than the primary Council Chamber.

The Channel is available for the City to program 24-hours a day, 7-days a week. Slides and short videos are scheduled and played using a Vizicast Scala bulletin board system, consisting of an authoring and scheduling computer and a second playout computer. This content runs on a rotating schedule without fixed air times. The Vizicast playout unit feeds into a program switcher that switches for content that is time-of-day specific, such as replaying of City Council meetings. This same switcher has 8 inputs and is used to manually switch to and from pre-recorded content and live meetings. Other feeds include live broadcast of public meetings in the Council Chamber and video image from the City's traffic camera system.

Production

For meetings held in the Council Chamber, there are three remotely-controlled, pan-tilt-zoom, ceiling-mounted cameras, and an associated controller and switcher in the equipment room just off the Chamber. The audio portion of live meetings is essential to the broadcast; there are 13 voice-activated, wired microphones in the Chamber and an audio mixer, located at the broadcast operator station.

A Compix graphics system is used to add graphics to the lower-third of the screen for live meetings and to block all outgoing video with a slate, for example, with text announcing upcoming meeting or while Council is in recess. The graphics computer enters the signal path just before the video signal splits. Where the signal splits, one path is sent to decks that record the meeting and the other to the frame sync multiplexer where it is send to the video service provider (Comcast) via cabling to the MPOE.

There are currently two sets of video recorders. One set is for recording and includes three (3) VHS decks, a DVD recorder, and an output to Granicus recorders. The other set is used for playout controlled by the program switcher for long-form content at prescheduled times.

Original programming is also developed by filming in the field with television cameras. Editing takes place on a dedicated editing computer using Adobe Creative Cloud. Original programing, prepared videos, and bulletin board slides are scheduled to run at specific times or in a "playlist" format.

Existing Equipment

The current equipment used for programming and production, includes:

Bulletin Board System

- Vizicast Scala Authoring/Scheduling Computer; Windows XP PC
- Vizicast Scala Playout Computer; Windows XP PC
- Scan Do Pro Computer to Video Scan Converter

Editing

- Dell OptiPlex 7050 PC (Upgraded September 2017; does not require replacement.)
- Adobe Premiere Pro Editing Software
- Seagate Backup Plus External Drive

Council Chamber

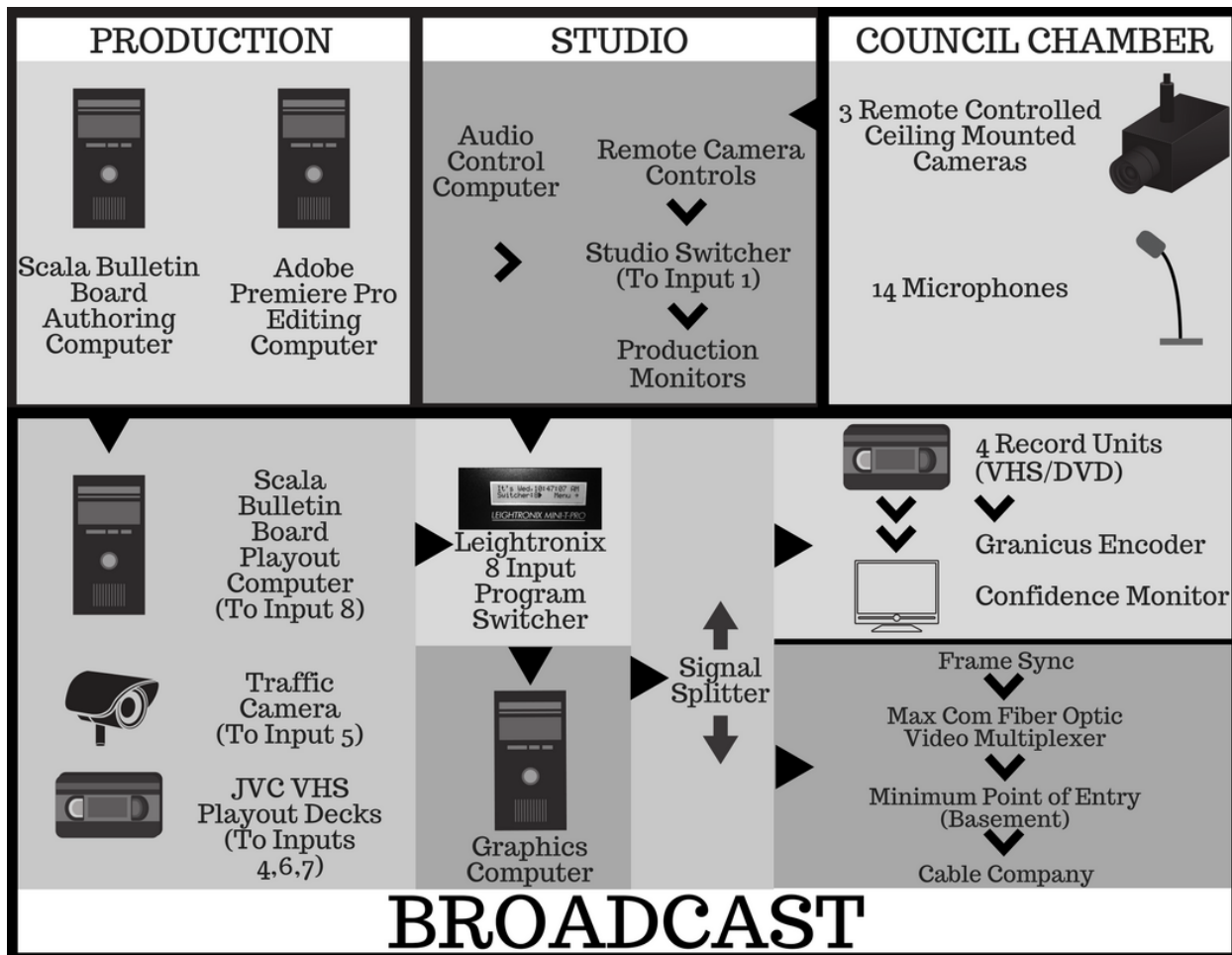
- 3 Panasonic AW-E300AP SD ceiling mounted remote controlled SD (PTZ) video cameras
- 13 Microflex MX400 goose neck microphones
- 1 Wireless handheld microphone
- Speakers

Control Station

- Panasonic RP605 Camera Controller
- Panasonic AG-MX70 Digital Audio/Video Mixer (Production Switcher) - PiP capable
- Leightronix Mini-T-Pro 8 Input Program Switcher
- Compix GenCG 2.1 Graphics Computer (Also location of Leightronix Switcher Scheduling Program)
- Record Decks
 - 1 Panasonic DS555 S-VHS Video Cassette Recorder
 - 2 JVC S-VHS ET Professional Series Video Recorders
 - 1 LiteOn DVD Recorder
- Playout Decks
 - 4 JVC S-VHS ET Professional Series Video Recorders
 - 1 Panasonic S-VHS Video Recorder
 - 1 Multi-CD 6 CD Player
- Monitors
 - Marshall V-R44P Four 4" LCD Screen Rack Mount Panel (Switcher Input Monitors)
 - 1 Preview Monitor
 - 1 Live Monitor
 - 1 Output Monitor
 - 1 Confidence Monitor
- Frame Sync, Fiber Optic Video Multiplexer






Existing Equipment – cont'd

The following diagram is a graphical representation of the existing equipment:



Existing Equipment – cont'd

The following provides a visual of the production and programming environment:

	<p><u>Editing Computer</u></p> <ul style="list-style-type: none"> • Post-production editing computer <ul style="list-style-type: none"> - Computer and monitors upgraded September 2017; listed to illustrate production environment. Bid does not need to include replacement. • Adobe Creative Cloud access
	<p><u>General Production and Scheduling</u></p> <ul style="list-style-type: none"> • Vizicast Scala System • Bulletin Board Authoring • Bulletin Board Scheduling
	<p><u>Bulletin Board Playout</u></p> <ul style="list-style-type: none"> • Vizicast Scala System • Slideshow formatted content playout • Short form video playout
	<p><u>Control Room/Panel</u></p> <ul style="list-style-type: none"> • Camera Controls • Audio Controls • Production Switcher • Broadcast Switcher • Long Form Content Playout • Live On-Air Graphics Computer/Software • Granicus encoders* <p>*Note: All equipment must successfully interface with Granicus encoding equipment. Granicus is not part of this request for proposal and will not be considered for replacement.</p>
	<p><u>Council Chamber</u></p> <ul style="list-style-type: none"> • 3 Remote Controlled PTZ Cameras • 13 Microphones (voice activated) • Speaker System • Connection to presentation computer/projector

Requirements

The purpose of this request is to replace all the equipment needed to film or tape, edit, broadcast, and air, live- and pre-recording meetings, content, and information about governmental programs and services. Proposals will only be considered responsive if all the following criteria is met:

Equipment: A complete list of all equipment components, including make, model, manufacturer, and quantity is provided.

Costs: All costs are provided in advance, including, but not limited to: equipment, cabling and wiring, design, installation, labor, and warranty. Include unit price and total price, all taxes, fees and delivery charges, etc. Indicate length of time quotes provided are effective; any potential variation, for example, maximum price/costs; cost of any additional warranties available.

Functionality: Equipment and configuration must allow the City's Channel to perform all existing functions related to programming and production, without "work-arounds" and without creating increased costs and service calls with other vendors or service providers.

Interface: Equipment must connect with at least two or more video service providers and meet all requirements to seamlessly interface with Comcast and AT&T for HD signaling for broadcast to the public.

Compatibility: Equipment must be compatible and interface with Granicus system encoders, providing video and audio feeds for public meeting webcasts and recordings, which the City uses to schedule and publish live and on-demand webcasts.

Enhancements: Provisioned for closed captioning capability.

Portability: Equipment will initially be installed at the current City Hall. Equipment will be relocated in the future to an alternate site for production, programming and live broadcasts.

OTHER REQUIREMENTS

Business License: Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

Insurance: Proponent/Bidder, at Proponent's/Bidder's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all the insurance requirements listed in attached Exhibit A.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City of Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this contract, and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Proponent shall assert that these insurance requirements will be met as part of their proposal response. *Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive.* Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. *It is strongly suggested that insurance requirements be reviewed with Proponent's broker to ensure any additional costs are included in the proposal pricing component.*

Any questions pertaining to insurance requirements, please contact City of Stockton Risk Services at (209) 937-5037.

Indemnity and Hold Harmless: To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

Job Walk: A mandatory job walk will be held on **October 16, 2017, at 2:00 p.m. promptly at 425 N. EL DORADO STREET, STOCKTON, CA 95202, in the City Council Chambers on the 2nd floor. Interested bidders arriving at 2:00 p.m. or later will not be admitted.** Failure to attend will result in your bid/proposal being rejected.

Submittals

Proposals **must** include, at a minimum:

A. Letter of Interest

- Project summary outlining the proposed equipment and system configuration and providing contact information.

B. Proposed Project

- Physical description to include a general concept of design and function of equipment and broadcast functions
- Timeline, dates and contingencies
- Project and equipment costs and resources
- Roles and responsibilities of City; other City vendors and service providers; and proposer, and any sub-contractors that responder might employ
- Concept and approach for implementation to avoid interruption of service, recording and broadcasting of City meetings and programming
- Ownership structure of proposer

C. Statement of Qualifications

- Demonstrated experience with Government Access Television, including at least two (2) professional references from prior projects completed
- Evidence of ability to perform on this project
- Statement regarding means of ongoing project management
- Names, résumés, and outline of roles of project principals

Useful Instructions

- One electronic copy is preferred, but not required. Electronic copies may be submitted by emailing Connie.Cochran@stocktonca.gov, or by providing the electronic copy on a flash drive.
- If submitting hard copies, please submit four (4) copies.
- Proposals should be submitted no later than the deadline of **Friday, November 3, 2017, before 5:00 p.m.** Proposals received after this date and time cannot be accepted.
- Incomplete proposals will not be considered or evaluated.

Exhibit A: Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice** the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. ***(Not required if consultant provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance **(at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used)**.

Additional insured Name of Organization shall read "City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers." Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be endorsed as primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Consultant's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- 400 E Main Street, 3rd Floor – HR
- Attn: City Risk Services
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.