



GREATER WEST BLOOMFIELD  
**CABLE COMMUNICATIONS  
COMMISSION**

KEEGO HARBOR • ORCHARD LAKE • SYLVAN LAKE • WEST BLOOMFIELD

**REQUEST FOR PROPOSALS  
TO PROVIDE  
CABLE TELEVISION  
LOCAL GOVERNMENT PROGRAMMING SERVICES**

The Greater West Bloomfield Cable Communications Commission, serving the communities of Keego Harbor, Orchard Lake, Sylvan Lake, and West Bloomfield, is seeking a provider of cable television local government programming services as described in this Request for Proposals.

***RFP 2024-01  
CABLE TELEVISION LOCAL GOVERNMENT PROGRAMMING SERVICES***

***SUBMISSION DEADLINE:  
MONDAY, NOVEMBER 4, 2024, 2:00PM ET***

***SUBMIT TO:***

The Office of the West Bloomfield Township Clerk  
4550 Walnut Lake Road  
West Bloomfield MI 48323

***PROVIDE AN ELECTRONIC COPY OF THE SUBMISSION TO:***

Greater West Bloomfield Cable Communications Commission  
[commission@gwbcable.org](mailto:commission@gwbcable.org)  
248.682.6532

Signed: \_\_\_\_\_

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

Received by: \_\_\_\_\_

*Include this cover page with proposal submitted*

# **RFP 2024-01**

## **CABLE TELEVISION LOCAL GOVERNMENT PROGRAMMING SERVICES**

### **SECTION I GENERAL INFORMATION – RFP PROCESS**

Thank you for showing interest in the Greater West Bloomfield Cable Communication's Request for Proposals for Cable Television Local Government Programming Services.

The purpose of this RFP is to demonstrate the qualifications, competence, capacity, ingenuity, vision and creativity of the Respondents who submit proposals seeking to provide services as outlined in the Local Government Program Services Independent Contractor Agreement (attached as Appendix B).

The proposal submitted should demonstrate the qualifications of the Respondent and, in the event awarded, the particular staff which will be assigned to the contract work and qualifications of those staff members.

RFP packages can be obtained through the Commission (commission@gwbcable.org), 248.682.6532), through the Michigan Intergovernmental Trade Network (MITN), [www.bidnet.com](http://www.bidnet.com), or through the West Bloomfield Township (wbtownship.org) or Cable Commission (gwbcable.org) web sites.

#### **Timeline/Submission of Proposals**

Issuance of Request for Proposals: October 14, 2024

Pre-Proposal Meetings at Green Media Center (attendance at one or the other is mandatory):

October 21, 2024, 11:00AM

October 23, 2024, 6:30PM

Deadline for interested parties to submit questions: October 25, 2024, EOB

Responses to questions provided to interested parties: October 28, 2024

Deadline to submit proposals: November 4, 2024, 2:00PM ET

Committee review of proposals: November 5 – November 25, 2024

Possible On-site Interviews (notice will be provided): November 13 and 14, 2024

Completion of Committee Recommendation Regarding Award of Contract: November 25, 2024

Commission Consideration of Committee Recommendation Regarding Award of Contract:

December 5, 2024

All proposals must be submitted in hard copy to the Office of the West Bloomfield Township Clerk, with an electronic copy to the Commission (commission@gwbcable.org).

It is the responsibility of the Respondent to ensure that the proposal arrives on time and at the right place. Any proposals received after the above date and time will be disqualified.

By submitting a response to this RFP, the Respondent represents its acceptance of all terms, conditions, and requirements of the proposal specifications and, if awarded, the proposal shall be incorporated into the Contract between the parties.

The Respondent agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent and completion of the Contract, shall be deemed to have been included in the prices for the various items scheduled.

The Respondent affirms that they are duly authorized to execute this proposal; that this proposal has not been prepared in collusion with any other proposer; and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned or any employee or agent, to any competitor; and the Respondent has full authority to execute the Contract awarded as result of, or on the basis of the proposal.

By submitting a proposal, the Respondent agrees that:

(1) Respondent has no interest, including financial benefit, commission, finder's fee, or any other remuneration, and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Respondent's services; and that

(2) Respondent had no notice or knowledge of any "Conflict of Interest" that would be created by an award of Contract to Respondent.

All submitted proposals and information included therein or attached thereto shall become public record at the submission deadline.

### **Conflict of Interest**

It is required that any relationship, business or personal financial, to a current Commissioner shall be disclosed. This includes employment or other professional relationship or engagement.

A member of the Commission who participated in the development or approval of this RFP is not eligible to respond.

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

### **Responsive Proposals**

Respondents are expected to examine the RFP requirements and all instructions. Failure to do so shall be at the company's risk. The proposal shall substantially conform to the terms, conditions and specifications of this Request for Proposal; otherwise, it may be declared non-responsive and rejected. Respondents shall provide a straightforward, concise description of the capabilities to satisfy the requirements of the Request for Proposals. If any person contemplating submitting a proposal is in doubt of the true meaning of any part of the specifications or other conditions with the RFP, they are advised to contact the Commission and have the portion in question clarified.

Respondents are encouraged to submit any and all questions, general, procedural, or more detailed, regarding the Request for Proposal, via e-mail, to Dave Albery, Executive Director, Greater West Bloomfield Cable Communications Commission, [davealbery@gwbcable.org](mailto:davealbery@gwbcable.org).

All questions shall be submitted on or before October 25, 2024. Any questions submitted after the close of business this date, will not receive a response. Responses to all questions shall be

forwarded to all parties who have indicated intent to by email on October 28, 2024. This process ensures that all interested parties receive the same information regarding this Request for Proposals.

Respondents are not to communicate with any other parties affiliated with the Greater West Bloomfield Cable Communications Commission regarding this Request for Proposal without prior written permission from the Executive Director Dave Albery.

In the event it becomes necessary to revise any part of the RFP, an Addendum will be posted on the Cable Commission web site (gwbcable.org) and the MITN web site. It shall be the Respondent's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all Respondents shall be bound by such changes or addenda.

### **Withdrawal of Proposal**

Proposals may be withdrawn in person by a potential Respondent, or authorized representative, provided their identity is known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the stated deadline for submission.

### **Right to Reject Proposals and Waive Informalities**

The Commission reserves the right to reject any or all proposals, to award the contract, not award the contract, split the award after review of the proposals, and award more than one contract. The Commission reserves the right to reject low proposals or to accept a higher proposal, to negotiate terms and conditions, to waive any irregularities and/or informalities, and to accept or reject any item or combination of items. The Commission reserves the right to award the project to the Respondent it deems to best serve the overall interests of the Commission and the four Greater West Bloomfield communities and reserves the right to accept or reject any or all proposals received in response to the Request for Proposals.

Any acceptance of a bid shall not be binding on the Commission until it has approved the award of contract, and until the Contractor has submitted the signed Contract, proof of insurance, and satisfied all acceptance conditions. The Commission reserves the right to continue to review, evaluate and investigate all bids and Contractors until there is a binding contract between the parties.

### **Evaluation of Proposals**

The Commission will evaluate the Respondent's past experience and performance through information provided in the RFP, the 15-minute video, the interview, and contact with provided references.

The evaluation will also be based on the experience and skill sets of the personnel employed to fulfill the Scope of Services (Section 4 of this RFP).

Further evaluation will be based on the Respondent's plan of action for meeting the criteria in the RFP for programming services.

Additionally, the Commission will evaluate the proposals submitted based on the completeness of the information provided in response to the RFP and the business and technical merits demonstrated related to the goals and requirements of the RFP.

The Commission's basic objective is to determine whether the respondent meets the requirements set forth in the RFP and has the best value proposal. Fees must be reasonable and justifiable and reflect the proposed approach/work plan.

The Commission values the demonstrated role of the Contractor and employees as community ambassadors, creating and maintaining relationships of professional service to the residents, organizations, and institutions within the Greater West Bloomfield area, or a previously served area.

The Commission reserves the right to make an award based on any other relevant considerations and in the best interest of the Commission and the Communities we serve.

The Commission also reserves the right to interview qualifying Respondents as part of the evaluation process.

### **Expenses**

There is no obligation of the Greater West Bloomfield Cable Communications Commission to reimburse responding firms for any expense incurred in preparing responses to this request.

### **Proposed Price**

The prices proposed shall be held firm for 90 days or final award of contract, whichever comes first, except the successful proposal prices shall be held firm for the entire contract period. The terms and provisions of this RFP and the Contractor's response shall become contractual obligations if a contract ensues. Failure of the successful Contractor to accept these obligations may result in cancellation of the award.

### **Disqualification**

Failure to comply with the requirements, procedures and provide the information requested by this Request for Proposals may result in disqualification.

### **Execution of Contract**

Each proposal is received with the understanding that an acceptance in writing by the Commission, to furnish any or all of the services and materials described, shall be implemented by a written contract to be approved by the Commission between the Respondent, as the independent contractor, and the Commission. This contract shall bind the Respondent to furnish and deliver the services quoted, at the prices stated, and in accordance with the condition of said accepted proposal.

If a Respondent does not execute a contract acceptable to the Commission within 10 days after being notified of selection, the Commission may give notice to the firm of its intent to select the next most qualified firm or call for new proposals, whichever the Commission deems most appropriate.

The contract period shall be for one (1) year or less from the effective date and may be terminated by either party pursuant to the terminations provisions of the agreement.

### **Tax Exemption**

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The Commission will furnish the successful Respondent with tax exemption certificates when requested.

### **Indemnification and Hold Harmless**

The Respondent shall, at its own expense, protect, defend, indemnify and hold harmless the Greater West Bloomfield Cable Communications Commission against any and all claims, damages (including but not limited to direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that may incur as a result of any acts, omissions or negligence of the selected Respondent, its employees or agents or its subcontractors, or any of their officers, employees or agents which may arise out of the contract.

The Respondent's indemnification responsibilities shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the Commission or by the insurance coverage obtained and/or maintained by the selected Respondent pursuant to the requirements of this RFP and the contract entered into.

### **Federal, State, and Local Laws**

All respondents will comply with all Federal, State, and Local laws, ordinances, rules, and regulations. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations, or any of the provisions of these documents.

## **SECTION 2**

### **BACKGROUND**

The Greater West Bloomfield Cable Communications Commission consists of twelve members (six from West Bloomfield and two each from Keego Harbor, Orchard Lake, and Sylvan Lake). The Commission and its predecessor, the Greater West Bloomfield Cable Advisory Board, were created by the four communities to fulfill their franchise obligation to “function collectively for the entire franchise system in regard to cable television”.

The communities have directed the Commission to operate their shared community/municipal information service, Civic Center TV (Comcast channels 15 and 915 and AT&T channel 99), the West Bloomfield School District channel, WBTV (Comcast channels 19 and 905 and AT&T channel 99), 89.3, WBLD (Lakes FM), and CIVICCENTERTV.COM and to provide programming to residents.

The Commission is seeking proposals from entities interested in providing local government programming services, specifically all aspects of the operation of Civic Center TV, WBTV, Lakes FM, and CIVICCENTERTV.COM. Those services will be in accordance with the document “GWBCCC Programming Resources” and the “Responsibilities of the Contractor” included in the current programming services agreement, both appended to this document.

### **The Commission’s Programming Vision**

“Utilize the most appropriate, advanced media technology to provide engaging, inclusive, sustainable programs, which inform, entertain, protect, educate, and unite all residents.”

### **Service Area Information**

Four Communities in Oakland County

City of Keego Harbor – 1,219 Households

City of Orchard Lake Village – 770 Households

City of Sylvan Lake – 866 Households

West Bloomfield Township – 24,792 Households

“Lakes Area”: Sylvan Lake, Cass Lake, Pine Lake, Orchard Lake

Seven Public School Districts within boundaries of four communities

Multiple Private and Parochial Schools

Business Districts in all communities

Four Police Departments

West Bloomfield Fire Department (Four Communities)

Two West Bloomfield Libraries

Parks and Rec Department – West Bloomfield

Parks and Rec Committees – Keego Harbor, Sylvan Lake

Numerous Religious Congregations representing various denominations

## **Civic Center TV / 89.3 Lakes FM Technical Plant**

### **MAIN BROADCAST:**

2 Comcast fiber encoders to Broadcast City and School Channel  
Radiant Communications VAB705 fiber video transmitters  
2 ATT Streaming encoders servers to transmit video and audio to ATT PEG Broadcast Services  
2 Wirecast Streaming encoders to send video audio to Wowza Web streaming server @ WB Town Hall  
1 Wowza Server @ WB TOWN HALL – Website and On Demand Video (local).  
Wirecast streaming encoder for delivery to social media networks  
2 Compressor for Audio Management. End of chain. DBX -166xs  
Open gear Rack dfr8321 for various Blackmagic video and audio converter cards  
2 Videotek VDA-16 Video distribution amplifiers  
2 Videotek ADS-24 Audio distribution  
8 Channel Emergency EAS Crawl Generator R194 – Interface with DASDEC encoder/decoder

### **MEDIA ASSET MANAGEMENT:**

Cinegy – Media Asset Management software. Media asset management system including storage, ingest, ingest, playout, and remote management of all the above  
2 servers supporting Cinegy Air playout  
1 server for ingest  
1 server for file on the fly, ie; workflow/video transfer  
1 SQL server - Cinegy database and maintenance.  
3 30TB storage Servers for content  
1 server for Cinegy Monitor software  
All Desktop at Green Media Center have Cinegy Desktop app installed for editing and managing assists.

### **MASTER CONTROL HARDWARE:**

1 Tricaster TC 2 – Video switcher digital media production platform and 2 Stripe Control Surface  
1 Tricaster 460 – Video Switcher and Surface in remote rack.  
1 Vmix production computer supporting SRT Streaming for remotes/other.  
1 Black Magic Video Hub 40x40 Green Media Center  
1 Video Hub Touch Screen Display for Controlling inputs and outputs.  
6 service monitors master control  
Mixer Allen & Heath Qu-16 16-channel Digital Mixer  
Audio Router - Kramer Vs-1616a  
Comms System to Studio and Remote Mobile Rack.  
Clear-Com PIC-4744 Encore Intercom System Program Interrupt Controller Console –  
Clear-Com 4-Channel 2 Amp Power Supply - PS-704  
6 Edit Desktop Workstations with Cinegy Desktop Adobe Suite and Various tool.  
Legacy media Rack for Various Legacy Media Playback

#### STUDIO HARDWARE:

3 Panasonic AW-HE120k PTZ controlled at Master Control  
3 Panasonic AW-RP50 PTX controllers  
2 Teleprompters with dedicated computer.  
DMX Controller  
Pro Lights Grid  
Various Light fixtures  
Snake to Master Control Microphone video input output  
Overhead Studio audio - Qsc amp

#### WEST BLOOMFIELD TOWN HALL:

4 Panasonic AW-HE130K PTZ Cameras Remote Controlled over fiber at Green Media  
1 Black Magic Video Hub 40x40 Green Media Center  
8 NDI encoders to send video to Green Media Center and Return Video to town hall.  
1 Tesira Biamp Server controller Dante audio Mixer Remote Controlled over fiber at Green Media  
2 amplifiers 1 for Town Hall main and 1 for dais  
3 80-inch Screens for return video from Green Media and 1 floor confidence monitor.  
1 computer at Podium and side table sending video to hub – Dax70 video converts  
20 Microphones remote controlled at Green Media.  
Internet connection to ATT  
Edge Router  
Content Backup Servers  
Peplink VPN Router

#### REMOTE AND FIELD EQUIPMENT:

Remote rack – Extends Green Media Center capabilities to legacy fiber network destinations  
Remote audio rack with mixer, wireless mics  
Viper 2 telecast fiber system racks one in house and one in remote rack  
4 rx6292 fiber transmitters 1 tx6292 multiplex system for 4 channel Video and audio. Clear com if-4b remote com system. With return video and audio  
Custom configured server for multi-cam delivery to studio and return plus audio  
PEPLink VPN Router  
3 Panasonic AW-HE120k PTZ Cameras and 1 Panasonic AW-RP50 PTX controller in Road Case  
2 JVC Handheld legacy cameras  
2 JVC Handheld Studio Cameras with SRT Streaming  
Various Microphones, Lighting tripods and equipment for field productions and interviews.  
Various cell phone accessories for video production

RADIO – 89.3 LAKES FM:

Backup FM radio transmitter and antenna

FM radio transmitter, transmission line, antenna installed WB Fire Department #1

STL from GMC to FD#1 via WB fiber network and AXIA digital audio

Axia® iQ radio console

Axia IP Router/Controller

Playout server Radio

Music scheduling server Radio

EBS System Integrated CCTV- Radio Dasdev-ii

2 Tie Lines Audio codecs

Additional studio equipment

## **SECTION 3**

### **RESPONDENT INFORMATION**

Please answer all questions below

1. What is the name of your company?
2. When was the company established and in what state?
3. Has the company ever done business under another name? What names and what years?
4. Is the company an individual, a partnership, a corporation, a joint venture, or other?
5. If the company has ever declared bankruptcy under the present name or a former name, please explain the circumstances.
6. Have any of the principal officers, President, Vice-President, Treasurer, etc., ever filed bankruptcy. Provide details (years in the company, reason for filing).
7. Summarize the company's experience in cable television local government program services (years, type of work, location, etc)
8. Is the company a bona fide contractor providing services in accordance with federal laws and regulations? If not, explain.
9. List the principals in the company, their titles, and areas of specialty and expertise.
10. Are all company personnel who would be assigned to this account trained in video production? If not, explain.
11. List the company personnel who would be assigned to this account, their titles, areas of expertise, degrees, years of experience, and tenure with the company.
12. Would any company services be provided by subcontractors? Explain.
13. List clients, up to five, for which the company has provided work similar to that described in this RFP, including addresses, contact names, and telephone numbers.
14. Summarize all experience company personnel have had in budgeting or compliance with established purchasing guidelines, including any experience with public entity budgeting.
15. List all awards the company has won and all awards, recognition, and certificates company personnel have earned in a video-related field.

16. Can the company meet the following insurance requirements?

YES \_\_\_\_\_ NO \_\_\_\_\_

The Contractor shall secure and maintain during the term of this contract insurance in the types and amounts specified below, from an insurance agency authorized to do business in the State of Michigan, whose rating is satisfactory to West Bloomfield Township's Risk Management Advisor. The Contractor shall be required to provide a certificate of insurance evidencing the required coverage prior to execution of the contract and the policies shall include the additional insured language. In addition, a copy of your current insurance coverage should be attached to this bid.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Commission. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable. Coverage limit may be obtained using primary and excess/umbrella following form liability coverage.
3. Automobile Liability Insurance including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Excess Liability Insurance in the amount of \$1,000,000 per occurrence and aggregate. Coverage must follow form of the primary liability policies, including but not limited to additional insured and primary/non-contributory coverage.
5. Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that West Bloomfield Township, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof are additional insured. It is understood and agreed by naming West Bloomfield Township as additional insured, coverage afforded is considered primary and any other

insurance West Bloomfield Township may have in effect shall be considered secondary and/or excess.

6. Owners' and Contractor Protective Liability: The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractor's Protective Liability Policy with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. The Owner shall be "Named Insured" on said coverage.
7. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: *Greater West Bloomfield Cable Communications Commission, 4510 Walnut Lake Road, West Bloomfield, MI 48325-0130 Attention: Dave Albery*
8. Proof of Insurance Coverage: The Contractor shall provide The Owner at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.
9. Expiration. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to The Owner at least ten (10) days prior to the expiration date.

17. In accordance with Michigan Public Act 517 of 2012, the Iran Economic Sanctions Act, MCL 129.311, et seq., effective date 4/1/13, all Respondents must certify that they are not an "Iran Linked Business" in order to submit a proposal. The act prohibits individuals who have economic relations with Iran from submitting proposals in response to RFPs issued by the state or any other public entities. The act also includes penalty provisions for submittal of false certifications.

**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any proposal, or entering into any contract for goods or services with a prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

VENDOR	
Legal Name	
Street Address	
City	
State and Zip	
Corporate ID # / State	
Taxpayer ID #	

(Please complete in its entirety)

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq., and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Greater West Bloomfield Cable Communications Commission.

Signature of Vendor's Authorized

Agent: \_\_\_\_\_

Printed Name of Vendor's Authorized

Agent: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_

18. Please describe, in your own words, why your company is particularly qualified to produce all required community programming, pursuant to the document “GWBCCC Programming Services”, to be cablecast on cable channels and on the internet. Include experience in social media presentation, analysis of social media metrics, marketing, promotion, and revenue generation, including working with a tax-exempt non-profit organization. Also include your company's plan of action to accomplish the Commission's objectives in these areas.

19. Conclude your responses with the following statement and the signature of a company representative, name of the company, address, telephone number, email address, and date of completion.

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**"THE FOREGOING IS A TRUE STATEMENT OF FACTS"**

Representative	
Company Name	
Address	
Address 2	
City/State/Zip	
Telephone	
Email Address	
Date of Completion	
Signature	

## **SECTION 4**

### **SCOPE OF SERVICES**

Civic Center TV programming includes meetings, events, local, county, regional news, municipal information and reports from officials, public service information and updates, promos, local businesses, local sports, hobbies, interests, leisure time activities, entertainment, talent shows, the arts, health, the environment, human interest stories, candidates forums, emergency preparedness and notifications. (Note: Contractor produced local news and events programs should include visuals, B-roll and graphics)

#### Formats:

Short and long forms (few minutes – 2 hours +), PSAs, promos, on location, studio productions, video clips suitable for YouTube

#### Sources:

Contractor generated, public submissions, imported programming

(All programs should conform to the guidelines in the Programming Resources document, Section 5, attached in Appendix A.)

#### Organizations and Institutions as potential sources of subject material:

(including but not limited to)

County Government, Municipalities, Police and Fire Departments, West Bloomfield Library, WB and Keego Harbor Parks and Rec, WB Youth Assistance, Optimist Clubs, Rotary Organization, Greater West Bloomfield Historical Society, Religious Organizations, Chamber of Commerce, Jewish Community Center, Friendship Circle, Youth Sports Leagues, Hospitals, Veterans, Subdivisions

Annual Events Traditionally Covered: GWB Chamber of Commerce Installation of Board Officers, State of the Communities, Greater West Bloomfield Michigan Week Community Awards Breakfast, West Bloomfield Youth Assistance Youth Recognition Awards, Keego Harbor Memorial Day Parade, Sylvan Lake Memorial Day Parade and Ceremony, Pine Lake Cemetery Memorial Day Ceremony, Health and Wellness Fair, Orchard Lake Fine Art Show, Oakland Activities Association Football Media Day, West Bloomfield Laker Football – Live Coverage, This Week in Laker Football, West Bloomfield Fire Department Open House, Chamber of Commerce Leadership Breakfast, Heroes Appreciation Breakfast, League of Women Voters Candidate Forums

Contractually Mandated Events: West Bloomfield School District Board of Education (monthly meetings), United We Walk, West Bloomfield High School Honors Convocation and Commencement

Contractor: Staffing, Production, Scheduling and Editing of Programs, Performance Metrics, Equipment Maintenance, Management of Website (including posting of all programming and program segments in the On-Demand archive), Program Guide, Maintenance of Social Media Presence (posting all programming and programming segments on the major social media sites), Partnerships, Marketing, Branding, Collaboration with 501c3 Friends Group, Programming for 89.3 FM radio station (simulcast), Collaborative Operation of Channel 19 School Channel

## **CIVIC CENTER TV PROGRAMMING 2023/2024**

### **RECURRING - DAILY**

The Splash Live (240 episodes/year)

Scheduled Coverage of Municipal Meetings

### **RECURRING – ANNUALLY**

United We Walk

GWB Chamber of Commerce Installation of Board Officers

State of the Communities

Greater West Bloomfield Michigan Week Community Awards Breakfast

West Bloomfield Youth Assistance Youth Recognition Awards

Keego Harbor Memorial Day Parade

Sylvan Lake Memorial Day Parade and Ceremony

Pine Lake Cemetery Memorial Day Ceremony

West Bloomfield High School Honors Convocation

West Bloomfield High School Commencement

Health and Wellness Fair

Orchard Lake Fine Art Show

Oakland Activities Association Football Media Day

West Bloomfield Laker Football – Live Coverage (9 regular season games plus playoff games)

This Week in Laker Football (10 episodes)

West Bloomfield Fire Department Open House

Chamber of Commerce Leadership Breakfast

Heroes Appreciation Breakfast

League of Women Voters Candidate Forums

### **NON-RECURRING**

Restoring 2690 Pine Lake Road (Greater West Bloomfield Historical Society)

Tour of New Orchard Lake Police Station and DPW Facility

WB Parks Connect Re-Opening

E. Leroy Pelletier (Greater West Bloomfield Historical Society)

WB Parks Pine Lake Park Dedication

Greater West Bloomfield Historical Society 50th Anniversary Recognition

Recreation Activities Center Expansion Proposal

Greater West Bloomfield Historical Society History through Maps Presentation

Honoring Roosevelt

### **PROMOS & PSAs**

Community Awards Breakfast

Youth Recognition Awards

Food Truck Rally

Health and Wellness Fair

Chamber of Commerce Leadership Breakfast

Orchard Lake Fine Art Show

Family Fun Night

Fire Department Open House

Laker Football

Heroes' Appreciation Breakfast

United We Walk

Kindergarten Roundup

Class of 2024 Graduation Promo

Memorial Day Coverage Promo

## **SECTION 5 PROPOSAL**

Respondent must provide Total Annual Cost in Item A.

A

Total Annual Cost to provide all services included in Section 4, Scope of Services and fulfill all “Responsibilities of the Contractor”, included in the current programming services agreement (Appendix B).

Respondent may also develop any number of alternative “Scope of Services” descriptions and provide a Total Annual Cost for each. These alternative descriptions may include all, some, or none of the items included in Section 4.

Items B, C, D, E, etc. are optional. Respondent may provide as many alternate “Scope of Services” as it wishes.

B

Total Cost of an alternative Scope of Services, developed by Respondent, with full and complete explanation of how the alternative Scope of Services fulfills the programming mission and vision of the Commission.

C

Total Cost of an alternative Scope of Services, developed by Respondent, with full and complete explanation of how the alternative Scope of Services fulfills the programming mission and vision of the Commission

D, E, F, .....

## **SECTION 6**

### **VISION FOR CABLE TELEVISION LOCAL GOVERNMENT PROGRAMMING SERVICES**

Please provide your vision for the operation of a community/municipal channel. How can the service best meet the communication needs of residents through innovative programming and technological advances to keep the service “state of the art”? What other innovations will be necessary to ensure the short-term and long-term future of the channel? Please respond with concrete and specific examples of programming and technology utilization.

## **SECTION 7**

### **ATTACHMENTS TO RFP**

- Provide a link to the web site(s) currently operated by the company, including links to at least three types of programming totaling a minimum of 15 minutes.
- Please list other supporting or additional documents provided.



GREATER WEST BLOOMFIELD  
**CABLE COMMUNICATIONS  
COMMISSION**

KEEGO HARBOR • ORCHARD LAKE • SYLVAN LAKE • WEST BLOOMFIELD

**APPENDIX A**

**PROGRAMMING RESOURCES**

- 1. VISION**
- 2. MISSION**
- 3. CORE BELIEFS**
- 4. COMMUNICATIONS RESOURCES**
- 5. POLICIES**
- 6. FUNDING**
- 7. PROCEDURES**
- 8. RESEARCH AND DEVELOPMENT**
- 9. MARKETING**
- 10. EQUIPMENT**
- 11. OVERSIGHT**

**1**  
**VISION**

1.1 Civic Center TV, Lakes FM, and civiccentertv.com, the programming resources provided 365 days a year by the Greater West Bloomfield Cable Communications Commission, use the most advanced, appropriate media technology to provide engaging, inclusive, sustainable programs which inform, entertain, protect, educate, and unite all residents.

**2**  
**MISSION**

2.1 The mission of Civic Center TV, Lakes FM, and civiccentertv.com is to provide a unique, comprehensive local communication service through the presentation of objective, non-political, non-partisan information about all aspects of life in the Greater West Bloomfield area. This includes, but is not limited to, local history, public services and facilities provided by local government, and the benefits of community organizations and institutions.

## 3

### CORE BELIEFS

3.1 In providing its programming resources to residents of Keego Harbor, Orchard Lake, Sylvan Lake, and West Bloomfield, the Greater West Bloomfield Cable Communications Commission (Commission) expresses the following beliefs.

- a Local government should be accessible and accountable, and transparent.
- b Local cable, community radio, and the internet are valuable community resources which should be inclusive, democratic, affordable, accessible, and accountable.
- c Civic Center TV, Lakes FM, and civiccentertv.com serve the entire community including residents, elected and appointed officials, local government institutions, (e.g., library, parks and recreation, public safety), educational institutions, the business community, and religious organizations.
- d The content of these programming resources, authorized in advance by the Commission, aims to foster a sense of community, promote civic involvement, facilitate communication between public officials and constituents, improve the lives of residents, and help them to be more knowledgeable.
- e Public and institutional awareness of these resources, along with continuing identification of and outreach to stakeholders, should be encouraged in order that these resources are utilized to provide information and encourage residents to engage in public service and become involved in the community.
- f The Commission should contract professional services as needed to provide these resources.

## 4

### MEDIA RESOURCES

#### 4.1 COMMUNICATIONS RESOURCES

Civic Center TV (Comcast channel 15, AT&T channel 99), Lakes FM (89.3FM), and civiccentertv.com are the programming resources provided to residents of the Greater West Bloomfield communities (Keego Harbor, Orchard Lake, Sylvan Lake, and West Bloomfield) by the Commission.

#### 4.2 SHARED BY THE FOUR COMMUNITIES

The communities have jointly designated Civic Center TV and Lakes FM as shared community/municipal information services and authorized the Commission to produce and schedule all material on CCT, WBLD, and civiccentertv.com.

#### 4.3 CONTENT

The Commission's communication resources provide the following:

- a live coverage of the meetings of local governmental bodies in the Greater West Bloomfield communities and county governmental bodies as available
- b live Monday through Friday informational programming featuring interviews regarding community events and initiatives with, among others, community leaders, representatives of community institutions and organizations, and business and religious leaders
- c recorded unedited programming, including replays of meetings of local governmental bodies, meetings of county governmental bodies, and candidate presentations and forums produced in

partnership with established non-partisan civic organizations, such as the League of Women Voters

- d recorded edited programming, including news programs, discussions and interviews, featuring local elected and appointed officials, coverage of community events in the four Greater West Bloomfield communities (excluding those sponsored by partisan political organizations), public service announcements promoting civic involvement and governmental events, including elections, and informational programs regarding local issues and government services
- e on-line content, including continuous live streams of CCT and Lakes FM content, on-demand viewing of meetings, on-demand viewing of other CCT programming, the CCT program schedule, and social media content
- f information regarding emergency preparedness and the dissemination of information during an emergency

## **5** **POLICIES**

### **5.1 MANAGEMENT**

The entity contracted to provide municipal program management services to the Greater West Bloomfield Cable Communications Commission is responsible for the production and scheduling of all content on Civic Center TV, Lakes FM, and [civiccentertv.com](http://civiccentertv.com), including all normal daily programming, emergency information, and social media content.

### **5.2 CONTENT**

Content is produced by the program management contractor's staff at Green Media Center, individual community volunteers, or community organizations. If by staff, that production is pursuant to direction from the Commission and/or its Community Programming Committee (Committee). The Commission and/or Committee may also direct the inclusion of content imported from individual volunteers, organizations, businesses, institutions, and governmental bodies outside the Greater West Bloomfield communities.

### **5.3 STANDARDS**

All content reflects professional production practices, community standards, and the Commission's core beliefs regarding its programming resources (SECTION 3 of this document). All content is timely, and all graphic material reflects correct punctuation, spelling, and grammar. Any programming not produced by the Commission must meet the same professional, technical, copyright, content, and production standards as that produced by the Commission's program management services contractor.

### **5.4 COPYRIGHT**

The Commission holds the copyright on all content produced by contractor's staff at Green Media Center.

### **5.5 SUGGESTIONS**

The Commission welcomes programming suggestions and comments.

### **5.6 EVALUATION**

All content is evaluated periodically by the Commission or the Committee to determine how well the communities and residents are being served by these programming resources. This evaluation may include community stakeholders and may focus on community trends, industry trends, and consumer trends.

## **6 FUNDING**

6.1 The operation of all programming resources is funded by the Commission as part of its annual budget as approved by the four communities. The production of programming may be funded by the Commission or by the governmental entity requesting the programming.

6.2 The Commission may supplement that budget through sponsorship of programming by businesses, individuals, or community institutions and organizations. Such sponsorship is provided and acknowledged under the guidelines used by PBS (public television) to ensure that the sponsor has exercised no perceived or actual editorial control and that the program is not being cablecast on CCT or broadcast on Lakes FM principally because it promotes the sponsor's products, services, or other business interests. The Commission may also supplement that budget through advertising on behalf of clients on social media under the same PBS guidelines.

6.3 The costs of funding the production of live cablecasts of meetings are the responsibility of the community whose meetings are being cablecast.

## **7 PROCEDURES**

### **7.1 SCHEDULING OF MEETING COVERAGE**

In scheduling meeting coverage on Civic Center TV, the Commission uses the following guidelines to resolve scheduling conflicts.

- a Priority is given to live cablecasts of regular meetings, with the highest priority given to those meetings having the longest history of continuous coverage.
- b Coverage of special meetings is scheduled so as not to conflict with the coverage of regular meetings.
- c Regular meetings of the Township Board and City Councils have a higher priority than other boards and commissions.
- d In the case of a scheduling conflict not resolved by these guidelines, the Commission will mediate a resolution.

### **7.2 MEETING COVERAGE RULES**

To ensure objectivity, the cablecasts of local governmental meetings adhere to the following rules of coverage.

- a Meetings are covered gavel-to-gavel, with no open microphones before the call to order, after adjournment, or during closed sessions. The only exceptions to the gavel-to-gavel rule are technical issues and an action of the governmental body being covered. A technical issue rendering the audio unintelligible shall result in termination of coverage. Video problems will be covered with a static graphic while audio continues. Once meeting coverage has begun with the Call to Order, with the exception of technical issues, coverage will only be terminated when the chairperson announces that a majority of the governmental body has voted to terminate and directed Civic Center TV staff to end the cablecast.

- b When any person has been recognized by the Chair and is speaking, the director selects either a medium shot of that person or a cover shot of the meeting room. Individual reaction shots are not permitted.
- c If the Chair allows dialogue between two or more persons, the director selects either a shot wide enough to include those persons, a split -screen that includes only those persons, or a cover shot of the meeting room.
- d Electronic graphics are used to identify the governmental body being cablecast, elected and appointed officials, the date, and the time, and, at the end of meeting, to credit those responsible for the cablecast. Should the body be in recess or executive session, a message to that effect is displayed continuously throughout that time period.
- e Graphics identifying elected and appointed officials are displayed each time a person is recognized by the Chair, but not more frequently than once every five minutes.
- f No other electronic graphics, documents, or pictures are displayed except by direction of the Chair, with the exception of the meeting agenda.
- g Should there be any technical issues regarding the cablecast of any meeting, those issues will be brought to the immediate attention of the Chair if possible.

### 7.3 POLITICAL CANDIDATES AND BALLOT PROPOSALS

In order to ensure that coverage of political candidates and ballot proposals is objective:

- a A declared candidate for political office may not appear on Civic Center TV from the election filing deadline date for that office through the date of the primary and/or general election at which that candidate is on the ballot. Exceptions to this policy include
  - i) coverage of regularly scheduled or special meetings of boards, commissions, councils, and committees,
  - ii) bona fide newscasts and coverage of bona fide news events,
  - iii) and candidate forums and appearances sponsored by established non-partisan civic organizations, such as the League of Women Voters.
- b All programming focusing on ballot proposals, certified or pending certification, is objective and in accordance with Section 57 of the Michigan Campaign Finance Act, which prohibits the use of public funds or property to expressly advocate support for or opposition to a ballot proposal. Discussion of ballot proposals will be informative and objective, and participants may not express a position. An exception to this policy would be a public forum regarding a ballot issue sponsored by an established non-partisan civic organization, such as the League of Women Voters. In order to ensure objectivity in the coverage of ballot proposals, all participants will be required to attend an orientation session with the producer of the program in advance of production to discuss the guidelines governing objectivity. Following production, if there is a question regarding the participants' compliance with the guidelines, the Chairperson of the Greater West Bloomfield Cable Communications Commission, the Commission's Executive Director, and the General Manager of Civic Center TV will direct either that the program be broadcast as produced, be edited before distribution to comply with the guidelines, or not be distributed in any fashion.

## **8**

### **RESEARCH AND DEVELOPMENT**

8.1 To ensure that the programming resources continue to meet the changing and diverse needs of residents, the Commission regularly seeks feedback from stakeholders, including social media metrics.

8.2 Short and long-term strategic planning regarding allocation of resources is ongoing.

## **9**

### **MARKETING**

9.1 The Commission conducts ongoing marketing initiatives to acquaint residents within the four communities with its programming resources. Various methods are employed to attract new viewers and listeners as well as maintain loyalty among the current audience. These methods include social media, print advertising, public relations, cable commissioners as ambassadors, yard signs, banners, and other techniques.

## **10**

### **EQUIPMENT**

10.1 Production equipment owned by the Greater West Bloomfield Cable Communications Commission and the communities is used only by those persons or entities designated by the Commission or the Committee to provide and schedule programming for CCT.

## **11**

### **OVERSIGHT**

11.1 The Commission shall ensure that the operation of Civic Center TV, Lakes FM, and civiccentertv.com is in full compliance with its vision, mission, core beliefs and these policies and procedures. The Commission may delegate that responsibility to the Community Programming Committee and/or the Executive Director.

11.2 On a quarterly basis, the Committee shall review and evaluate how the Commission's programming resources vision (SECTION 1 of this document) is being fulfilled.

## **APPENDIX B**

### **CABLE TELEVISION LOCAL GOVERNMENT PROGRAMMING SERVICES INDEPENDENT CONTRACTOR AGREEMENT 2024**

The Greater West Bloomfield Cable Communications Commission (Commission), whose address is 4510 Walnut Lake Road, West Bloomfield, Michigan, 48323, pursuant to its authority with respect to cable communications within the participating communities of the Charter Township of West Bloomfield and Cities of Keego Harbor, Sylvan Lake and Orchard Lake Village (Communities or Community), as set forth in its Bylaws, and Michigan Digital (Contractor), whose address is 1490 Premier Drive, Troy MI 48084, agree to the following amended terms and conditions by and under which Contractor shall provide services to and for the Commission as an Independent Contractor in connection with the Greater West Bloomfield Governmental Information Channel, Civic Center TV and Community Radio Station, WBLD.

1. Contractor Responsibilities. The work, services, work product and/or results to be accomplished or provided by Contractor are in the general areas of budget-based programming and production, public relations, scheduling, supervision, reporting, and administration consistent with the Civic Center TV budget for calendar year 2024 (Budget). The specific requirements for the general areas of Contractor's responsibilities as set forth herein and under the budget are contained in the Responsibilities of the Contractor attached to and incorporated into this Agreement. Unless otherwise indicated in that attachment or this Agreement, all notices, submissions, reports, and other communications by Contractor to or for the Commission shall be through the Commission's Executive Director. This is an Independent Contractor Agreement, thus, the Commission will not provide staffing for Contractor. Contractor represents and warrants that it has, and agrees to provide, adequate and sufficiently trained personnel to fulfill its responsibilities as described, with the work, service, work product and results to be of the highest quality. Additionally, while the Commission has the authority to define the end product to be delivered, the Contractor has broad discretion to prescribe the manner and means to perform the work under this Agreement. Contractor further agrees to conform to and uphold all policies and accompanying procedures established by the Commission for the operation of Civic Center TV and WBLD.

2. Term. This is a term Agreement that automatically expires on the last day of the term. The Agreement shall have a term of one (1) year, with an effective date of January 1, 2024 and an expiration date of December 31, 2024. No agreement shall be effective until approved by the Commission and executed by the authorized representatives of both parties.

The Commission has made no representations regarding approval of an agreement for any subsequent term. The Contractor understands and acknowledges that there is no expectation of approval of an agreement for any subsequent term. The parties may enter into subsequent term agreements, for a specified term of one (1) year or less, provided that the subsequent agreement is approved by majority vote of the Commission at a public meeting. After approval by the Commission, the parties shall execute a new agreement that shall be for a term of one-year or less. Each term shall be a new and distinct agreement.

The Commission retains the right to authorize subsequent agreements with the Contractor; to reject an offer to enter into a subsequent agreement with the Contractor; to issue a Request for Proposals advertising its interest in accepting proposals for local programming services; and makes no representations regarding the approval of subsequent term agreements between the parties.

3. Termination Without Cause. This Agreement may be terminated by either party, without cause or reason required, with any such termination to be effective on the 61st day after the delivery of written notice to the other party. Services shall be performed, compensation shall be paid as provided in section 4, and all other provisions of this Agreement shall be in full effect during the 60-day period following a termination notice.

4. Compensation. The Commission agrees to pay the Contractor \$37,616.33 per month for each full month that the Contractor provides the required work, services, work product and/or results, which shall not exceed a total of \$451,396.00 for the entire term of this Agreement. Compensation shall be paid on the dates listed below contingent upon submission of the Contractor's invoice five business days in advance.

January 12, 2024

February 16, 2024

March 15, 2024

April 12, 2024

May 17, 2024

June 14, 2024

July 12, 2024

August 16, 2024

September 13, 2024

October 18, 2024

November 15, 2024

December 13, 2024

Contractor's invoice shall include the following signed statement by Contractor.

"All work, services, work product and results required by the Cable Television Local Government Programming Services Independent Contractor Agreement between Motown Digital and the Greater West Bloomfield Cable Communications Commission during the month for which this invoice is submitted were provided or accomplished in the time and manner required by the Agreement as confirmed by Contractor's weekly reports to the Commission, submitted pursuant to this agreement.

In the event written notice of Termination is delivered by either party, compensation shall not be paid per the above schedule. Instead, compensation shall be paid by the Commission on the last day of each remaining month for the services provided that month.

The Commission will not deduct, be responsible for, or pay, any withholding, income, self-employment, unemployment, social security, workers compensation, health, pension, retirement and similar employment related taxes, insurance, contributions, benefits and any other form of compensation or obligation which may be required by federal, state, or other laws in connection with the Contractor's services, whether provided by officers, employees, or subcontractors.

Contractor shall be responsible for all of its costs and expenses incurred in providing the services required by this Agreement except for those which the Commission approves in advance.

5. Commission/Community Provided Equipment and Facilities. Contractor shall not be required to pay for use of the Commission provided cable communications equipment and facilities identified in the List of Provided Equipment and Facilities that is attached to and part of this Agreement, with Contractor's use to be solely for performance under this Agreement in a safe, careful, workmanlike and non-negligent manner and Contractor shall be responsible for any damages resulting from a breach of this obligation. The Contractor is not authorized possession and use of buildings leased and operated by the Commission. In the event the Contractor desired to use such buildings, a separate written agreement must be negotiated, approved, and executed by the parties.

- a. Contractor acknowledges that the equipment on the attached Inventory is the property of the Communities and is appropriate for purposes of Contractor providing its services in the time and manner required by this Agreement.
- b. Contractor shall be responsible to use and maintain the equipment provided in a clean, safe, and orderly manner that complies with all governmental laws and regulations, including the provision of personal safety equipment to its employees, subcontractors, and agents, as necessary.
- c. Contractor shall not use any of the provided equipment for any purpose other than providing the services specified and required by this Agreement. Any other usage, even if for the benefit of one or more of the participating communities, requires the prior written approval of the Commission.
- d. Contractor shall use the provided equipment in a careful, workmanlike and non-negligent manner and shall be responsible for any damages resulting from a breach of this obligation.
- e. Contractor shall promptly provide written notice and a recommendation to the Commission upon discovering that any of the provided equipment should be repaired, replaced, or modified. The Commission will be responsible for the expense of repairs, replacements, or modifications as it deems necessary. During the term of the Agreement, Contractor shall be responsible for implementing Commission approved repairs, replacements, or modifications, including necessary purchases and installations. Two weeks prior to the expiration or earlier termination of this Agreement, Contractor shall provide the Commission with a complete and accurate inventory of Commission or Community provided equipment which shall contain any and all information required for insurance purposes.

6. Ownership of Work Product and Records. All programming, program tapes, media disks, and all other work product or results provided by Contractor to the Commission in any form, shall be the property of the Commission; except as specifically agreed to between the Commission and performers or contributors in advance or such material that may already be protected by copyright. Contractor shall provide advance notice of this provision to all persons

who may perform or otherwise contribute materials or information to Contractor in connection with Contractor's provision of services under this Agreement. For purposes of this Section, employees, agents, officials, and subcontractors of Contractor shall not be considered "performers" or contributors.

7. Commission Supplemental Revenue Project. As a separate component of this Agreement, Contractor shall provide sponsorship development services to the Commission and be allowed to use the Commission's facilities and equipment, for a fee based on a fair market rate for authorized purposes pursuant to this Section 7.

i. DEFINITIONS:

- a. "Sponsorship Services", for this Section 7 of this Agreement, shall mean Contractor shall endeavor to develop contractual relationships between the Commission and businesses, individuals and/or community institutions and organizations so as to provide a supplemental stream of revenue for the Commission in anticipation of declining PEG fees.
- b. "Rate Schedule", for Section 7 of this Agreement, shall mean the rate schedule created by the Commission which will include such items as service packages available and the associated fees related to facility and equipment use. The Commission may update the rate schedule from time to time. The Commission shall provide Contractor with 30 days' advance notice prior to implementing any new rate schedule.
- c. "Fee based use of Commission facilities and equipment", for purposes of this Section 7 shall mean, notwithstanding Section 5, Contractor's ability to use the Commission's facilities and equipment as defined in the rate schedule identified in Section 7i.b. for purposes of generating a supplement stream of revenue. Contractor shall pay the Commission a fee pursuant to the Rate Schedule.
- d. "Sponsorship Development Agreements", for Section 7 of this Agreement shall mean the contractual relationships with the Commission developed with the assistance of Contractor for the use of Commission facilities and/or equipment, as well as the contractual relationships with the Commission developed with the assistance of Contractor related to Sponsorship Services.
- e. "Communities" for purposes of this Section 7 shall mean the Township of West Bloomfield and the Cities of Orchard Lake Village, Keego Harbor and Sylvan Lake.

ii. SPONSORSHIP SERVICES

- a. Contractor agrees that it will develop Sponsorship Development Agreements, as defined above, including, but not limited to the following components:

- Short announcements (up to 15 seconds) identifying sponsorship of a program, program series, or Civic Center TV and WBLD in general.
- Longer announcements (up to 30 seconds) identifying sponsorship of a program, program series, or Civic Center TV and WBLD in general and including information regarding the sponsor's business or community activities.
- Identification of the sponsor on the Civic Center TV and WBLD web sites.
- Live WBLD broadcasts from the sponsor's location.
- Other such opportunities as may arise from time to time.

b. The Commission agrees to pay Contractor a flat fee of \$200.00 per week for services under Section 7 of the Agreement.

c. Contractor shall use its sales force and personnel to seek, develop and implement the Sponsorship Development Agreements.

d. The Commission shall have prior review and approval of the Sponsorship Development Agreements contract format, terms, and conditions prior to execution of same.

e. All Sponsorship Development Agreements shall comply with all applicable federal, state, and local laws and regulations related to any sponsorship fees received by the Commission from sponsors.

f. All fees generated by the Sponsorship Development Agreements shall belong to the Commission.

### iii. FACILITY AND EQUIPMENT USE

a. Notwithstanding Section 5, above, Contractor shall be allowed to use the Commission's facilities and equipment pursuant to the Rate Schedule to effectuate the terms and conditions of this Section 7. The purpose of such use is to generate supplemental revenue to offset the real and potential decline in PEG fees paid to the Communities by its cable TV providers.

b. The Commission is the only designated entity that is authorized to determine authorized users of Commission facilities and equipment.

### iv. TERM

a. This Commission Supplemental Revenue Project provision pursuant to Section 7 of this Agreement shall have a term consistent with the Cable Television Local Government Programming Services Independent Contract Agreement.

### v. TERMINATION

a. The rights granted pursuant to this Section 7 of the Agreement can be terminated by either party, without cause or reason required, upon 30 days' prior notice to the other

party. A party may terminate either Section 7 ii or Section 7 iii independently of the other. Termination of the rights under this Section 7 may be terminated without terminating the rest of the terms and conditions as set forth in this Agreement.

8. Personnel. In providing services under this Agreement, Contractor shall have the authority and responsibility for its employees. Contractor shall be responsible to ensure that all aspects and conditions of employment are in compliance with all applicable current and future laws and regulations.

As an independent contractor, Contractor does not have, and shall not exercise, attempt to exercise, or represent that it has, the express, implied, or apparent authority to assume or create any duty, obligation, or liability on behalf of the Commission or the Communities as a partner, agent, legal representative or otherwise.

Contractor has represented to the Commission and Commission has agreed that based on Dave Scott's expertise and experience, Dave Scott shall be the Contractor's representative providing the services required under this Agreement. The Contractor understands and acknowledges that the Commission has relied on that representation, and in the event that Dave Scott is no longer Contractor's representative providing the services required under this Agreement, the Agreement may be terminated by the Commission. The termination shall take effect ten (10) days after delivery of written Notice of Termination to the Contractor.

As Contractor's representative providing the services contracted for, Dave Scott shall have primary responsibility for the following:

- a. providing general manager services for Civic Center TV;
- b. administering and providing the services required by this Agreement;
- c. serving as the on-site administrator;
- d. providing monthly reports; and
- e. having the necessary familiarity and authority to act for Contractor under this Agreement.

Further, Contractor agrees to cooperate with and provide assistance to any consultants hired by the Commission.

9. Nondiscrimination. In providing its services, Contractor shall not discriminate or allow discrimination against any person or group of persons on the basis of race, color, religion, sex, national origin, ancestry, sexual orientation, age or physical or mental handicap and any classification prohibited by law, which Contractor shall be responsible for determining.

10. Nonexclusivity. This Agreement does not prevent or prohibit Contractor from providing work, services, work product and/or results of a same or similar nature to other persons or entities. However, Contractor shall not use Commission resources to conduct any work, or services for entities other than the Commission.

11. Nonassignability. Contractor shall not assign its responsibilities under this Agreement without the prior written consent of the Commission.

12. Indemnification. Contractor shall indemnify and hold harmless the Commission, its members, employees, agents, servants, representatives and others acting by, through, with, or for the representatives on the Commission, from any and all risks, claims, demands, damages and other liabilities resulting from and/or relating to any wrongful acts and/or omissions by Contractor or an employee, officer, agent, or subcontractor of the Contractor relative to its responsibilities and duties under this Agreement; or a final finding, ruling or determination by a governmental agency with jurisdiction that this Agreement does not create an "Independent Contractor" relationship between the Commission and Contractor, including all costs, expenses and attorney fees paid or incurred relative to such claims.

13. Insurance. Contractor shall maintain the required insurance for the entire term of this Agreement and provide written proof to the Commission with certificates of all insurance evidencing the required coverage at the time of execution of the Agreement. The Commission shall be named as an additional insured and certificate holder on all liability policies. All policies shall be endorsed to provide that the insurer shall give written notice to the Commission at least thirty (30) days in advance of any cancellation or expiration of the policy. The Contractor shall provide the Commission with written notice of any material change to any policy immediately upon receipt of notice of such material change. Upon request, the Contractor shall provide the Commission with copies of policies required by the Agreement. In the event that the Agreement is extended beyond its original term, the Contractor shall continue the required insurance coverage in effect during any extended term of the Agreement. The following coverage is required:

- a. Michigan Automobile Liability and No-Fault insurance on all motor vehicles used during the course of providing services under this Agreement, with minimum liability coverage for bodily injury and property damage of \$1,000,000.00.
- b. Standard commercial liability insurance that includes professional liability/malpractice coverage for errors and omissions by Contractor, including personal and advertising injury, in the minimum amount of \$1,000,000.00
- c. Workers compensation, unemployment and all other insurance as may be required by law covering all of Contractor's employees, officers, agents, and subcontractors involved in providing services under this Amended Agreement.

14. Non-Waiver of Breach. Breaches of this Agreement shall not be waived by a party's failure to assert such breaches during the Agreement Term.

15. Applicable Laws. This Agreement is entered into subject to the Charter and Ordinances of the Charter Township of West Bloomfield and the Cities of Keego Harbor, Orchard Lake Village and Sylvan Lake and applicable laws of the State of Michigan. The State Courts of Michigan shall have jurisdiction over any disputes arising out of this Agreement pursuant to applicable Michigan laws.

16. Amendments. Amendments may be made to this Agreement from time to time as the parties may agree. All amendments shall be approved by the Commission and shall be in writing.

17. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, the provision shall be severable and the remaining

provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.

18. Headings. The headings in this Agreement are for purposes of reference only and shall not be considered in construing this Agreement.

This Agreement was made and entered into as of the date of the last signature.

Michigan Digital

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Its: \_\_\_\_\_

Greater West Bloomfield  
Cable Communications Commission

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Its: \_\_\_\_\_

## RESPONSIBILITIES OF THE CONTRACTOR

### (OPERATION OF CIVIC CENTER TV AND WBLD)

### DIRECT REPORT TO THE EXECUTIVE DIRECTOR

#### PROGRAMMING PRODUCTION AND SCHEDULING

The Contractor shall propose programming to be produced, both individual programs and series.

The Contractor shall produce programs at the direction of the Greater West Bloomfield Cable Communications Commission (Commission) and/or Community Programming Committee (Committee).

The Contractor shall prepare a written plan for each production project, hold a pre-production meeting with the client (organization or entity for whom the program is being produced) to discuss the plan, revise the plan if necessary, provide the revised plan to the client, and keep the client apprised of the production schedule, including completion and initial cablecast date.

The Contractor shall ensure that all programming exhibits professional production and technical standards.

#### MEETINGS

The Contractor shall provide objective coverage at the direction of the communities in accordance with the Commission's "Policies for the Operation of Civic Center TV".

#### COMMUNITY EVENTS

The Contractor shall provide community event information, including all content provided by the four communities and other stakeholders, in accordance with the mission, vision, and policies of the Commission.

#### WEB SITE (civiccentertv.com)

The Contractor shall maintain all aspects of the web site, including the Civic Center TV live stream, the archive of programs and meeting coverage, the program schedule, community events, and meeting schedule.

#### TECHNICAL

The Contractor shall ensure that all equipment is maintained and functional at all times, provide recommendations to the Executive Director and the Commission regarding equipment purchase and utilization, ensure that Civic Center TV is transmitted to AT&T and Comcast for inclusion on their systems, ensure that WBLD is on the air at all times, and ensure that the web site is on-line at all times.

## FACILITY

The Contractor shall ensure that its personnel using the Green Media Center facility shall do so in a clean and orderly fashion.

The Contractor shall make no modifications to the Green Media Center facility without the written authorization of the Executive Director.

## PROMOTION

The contractor shall provide a strategic promotional and marketing plan, based on the goals and objectives set by the Commission, prior to the start of 2024. This report shall include all planned promotion and marketing efforts for the year. Any revisions to the plan will be reported to the Community Programming Committee at its monthly meetings throughout the year.

Many promotion and marketing efforts included in the plan will not require additional monetary investment. Those will be planned and executed by the contractor as part of this contract and as defined in the promotional and marketing plan. Other efforts will require expenditures by the Commission in addition to the compensation provided to the contractor by virtue of this agreement. A budget will be established by the Commission for these initiatives. Paid marketing and promotional activities requiring additional expenditures will be appropriately noted in the promotional and marketing plan and will be executed by the contractor only with the approval of the Community Programming Committee.

## REPORTING

The contractor shall submit the following reports.

Weekly:

A report of programming produced under the provisions of this Agreement, including those completed, those in production, and those planned for the future.

Monthly:

A report (due on the first business day of each month) detailing:

- the contractor's efforts to achieve innovation in programming for Civic Center TV.
- the contractor's promotional efforts on behalf of Civic Center TV, on the channel, on the web site, and in the community

All reports required under this Agreement shall be submitted to the Executive Director.

## PROFESSIONALISM

The Contractor shall at all times professionally represent the Commission and Civic Center TV by exhibiting professional appearance, professional demeanor, and professional standards in written and oral communication.

The Contractor shall respond to written, telephone, or electronic communications within one business day.

The Contractor shall ensure that all programming, meeting coverage, event information, and web content meets professional production practices and community standards for accuracy and timeliness, and upon request of the Commission, shall provide written confirmation of quality control and monitoring of the channel (Civic Center TV) and the web site (civiccentertv.com).

The Contractor shall promptly resolve all problems in the operation of Civic Center TV and provide a report to the Executive Director within 48 hours, detailing the origin of the problem, how it was resolved, and how it can be avoided in the future.

## EVALUATION

The Contractor shall meet with the Commission (Chairperson and/or chairperson of the Community Programming Committee and/or the Executive Director) at the request of either party to discuss any and all matters related to the Contractor's responsibilities under this Agreement.

## EXPENDITURES

The Contractor shall incur no operating expenses without advance approval by the Executive Director.

## STAFFING

The Contractor will make its best effort to provide at least one person on site at Green Media Center during normal business hours.