



# Request for Proposal for Television Services #WC2005

Date: September 27, 2019

Bid Due: October 18, 2019

Inquiries and bids can be sent to:

Desiree Thompson  
Dean of Finance  
Washington County Community College  
1 College Drive  
Calais, ME 04619  
Phone (207) 454-7392  
E-Mail: [dthompson@wccc.me.edu](mailto:dthompson@wccc.me.edu)

**1. GENERAL INFORMATION**

Washington County Community College (WCCC) is requesting competitive proposals for the delivery of television programming and services via either standard cable or internet streaming service for our college residence halls and campus.

This Request for Proposal (RFP) states the instructions for submitting bids, the procedure and criteria by which a vendor may be selected and the contractual terms by which the College intends to govern the relationship between it and the selected vendor.

- a. Definition of Parties: Washington County Community College will hereinafter be referred to as the "College". Respondents to the RFP shall be referred to as "Bidders". The Bidder to whom the contract is awarded shall be referred to as the "Contractor".
- b. Communication with the College: It is the responsibility of the Bidder to inquire about any requirement of the RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. The College will not be bound by oral responses to inquiries or written responses other than addenda.
- c. Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- d. Debarment: Submission of a signed bid in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the College will be notified of any change in this status.
- e. Bid Understanding: By submitting a bid, the Bidder agrees and assures that the specifications are adequate, and the Bidder accept the terms and conditions herein. Any exceptions should be noted in your response.
- f. Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to Washington County Community College's Dean of Finance. Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the College. The due date of the bid may be changed, if necessary, to allow consideration of the protest and issuance of writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest of the award due to the specifications shall be considered after this deadline. Protest shall include the reason for the protest and any proposed changes to the specifications. Protest should be delivered to the Dean of Finance Office in sealed envelopes
- g. Bid Validity: Unless specified otherwise, all bids shall be valid for three (3) years from the due date of the service installation with the option of the College to add two (2) one (1) year extensions (no auto renewal terms will be accepted).
- h. Errors: Bids may be withdrawn or amended by Bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low Bidder, the Bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.
- i. Tax Exempt: The College is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote

and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required. The College is exempt from the payment of Maine State Sales and Uses taxes.

- j. Award Protest: Bidders may appeal the award decision by submitting written protest to Washington County Community College's Dean of Finance within five (5) business days of the award notice, with a copy to the successful bidder. The protest must contain a statement of the basis for the challenge.
- k. Evaluation: Award will be made to the low Bidder(s) provided that all other requirements are satisfactorily met. However, consideration will be given to the Bidder's qualifications, references and capabilities to provide the specified service. During the evaluation process, WCCC reserves the right where it may serve the College's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions.
- l. Award: The College reserves the right to conduct any tests it may deem advisable and to make all evaluations. The College reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the College. The College reserves the right to waive minor irregularities. Scholarships, donations or gifts to the College will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state bidders". When the bids are either both in-state or both out-of-state, the award will be made to the bid that arrives first.

## 2. **SUBMISSION REQUIREMENTS:**

- a. Bid Opening/Identification of Bid Envelope: A signed original of the bid must be received in the Dean of Finance office, Washington County Community College, 1 College Drive, Calais, ME 04619, in a sealed envelope by **4:00 p.m. October 18, 2019**. The signed bid should be returned in a sealed envelope or package and clearly identified as follows:

Enclosed: Quotation #

Attention: Desiree Thompson, Dean of Finance

**Proposals may also be emailed to [dthompson@wccc.me.edu](mailto:dthompson@wccc.me.edu) by 4:00 p.m. October 18, 2019.**

- b. Insurance: The Contractor is required to provide WCCC a certificate of insurance evidencing coverage of broad comprehensive liability insurance in the minimum amount of Four Hundred Thousand Dollars (\$400,000). Contractor must also provide evidence of workers' compensation insurance for all workers. Proof of all required insurance coverage must be submitted with the proposal response.
- c. Variations/Alternative Specifications: Specifications given are used to indicate the quality and characteristics of products that will be satisfactory. Bids offering equal or alternative products will be considered for award if such items are clearly identified in the bid and are determined by WCCC to be of equal value in all material respects to the item specified. Unless the vendor clearly indicates in the bid that they are offering an "equal" or "alternative" product, the bid shall be considered as offering the items as specified. Bidders are required to provide details and specifications sheets for any Product submitted as "equal" or "alternative".

### **3. PURPOSE AND SCOPE**

Washington County is seeking proposals from service providers interested in providing a high quality, reliable multi-channel cable television or Internet based TV streaming service to the college. The solution proposed by the vendor may represent a combination of services.

The college currently provides cable services utilizing digital transfer adaptors for digital television.

The college residence halls are composed of two separate buildings with a total of 30 apartment style units, a student lounge, student weight room, and an office area. Each apartment style unit contains three bedrooms, a living room and a kitchen. Service will need to be provided to each bedroom and the living room. The lower residence hall contains the office, a student lounge area, and a student exercise room. Service will need to be provided to these three locations also.

The remaining areas that require service are the Riverview Hall (3 connections), St. Croix Hall (2 connections) and the Barnes House, a stand-alone building located across the street from the college proper. This location will require both internet and television services.

Local channels must be included in the programming and vendor should provide a list of all channels available in the proposed service. Advance notice shall be given to WCCC of any channel or programming changes. The vendor will be responsible for any agreements needed with content providers to deliver programming to the college. WCCC reserves the right to opt out of the contract without any financial responsibility in the event of any unacceptable channel or programming changes.

Vendor shall provide one bill/invoice for all service provided to the residence halls (i.e. no individual billing to students) and a separate bill/invoice for the remaining locations.

A listing of current channels is provided in Appendix B.

#### For internet-based solutions:

Note that the service will be distributed to all locations, except the Barnes House, through the college's wireless network. The college currently provides a separate 1GB internet connection to our residence halls. The remaining college campus is on a separate private network for IP services.

TV viewing should be available on mobile devices, tablets, laptops, desktops and Smart televisions. Vendor shall list all devices that support viewing of the proposed streaming service and any applications needed to access the TV viewing service.

### **4. IMPLEMENTATION AND SYSTEM REQUIREMENTS**

- a. WCCC may want to move forward as soon as possible to have the services installed so vendor should provide the date implementation and setup will be completed. In any event, system must be up and operational no later than December 31, 2019.
- b. Successful bidder will provide trouble shooting on customer related issues in the residence halls and academic or administrative buildings on such issues as, but not limited to, picture quality, full or partial interruptions or outages, outside plant and equipment failures.

## 5. PROPOSAL CONTENT

### A. General

Proposal should include the following information:

- Proposed channel list (should include local channels.)
- Vendor overview. Your overview should at a minimum include the following information:  
List your company's legal name, address and telephone number.  
How long has your company been in business?  
Provide a brief description of your company and service area  
Vendor qualifications.  
Vendor experience in implementing similar proposed systems.
- Anticipated vendor partners for the proposed solution.
- Vendor references. Provide a minimum of three (3) references for successful completion of similar services for higher education. Please provide name, address and telephone numbers of contact person for such projects.
- Implementation plan.
- Date vendor will complete installation and setup.
- Assumed infrastructure needed based on the manufacturer or vendor's recommendations.

### B. Cost Proposal

The cost proposal should be based a 3-year contract term. Provide the monthly cost for service for each connection (must be inclusive of all services, equipment, materials, connectivity and licenses with no additional charge due or owing by WCCC (except for mandatory taxes).

Please include the following if applicable:

- Hourly labor rate charged for service outside the scope of this agreement.
- List as line items any/all recurring or one-time installation, delivery and/or equipment changes needed to fulfill this proposal.
- Cost for additional (i.e. premium) channels outside the scope of this agreement

### C. Support and Maintenance

Please describe your company's standard process for problem resolution, including responding to maintenance calls and what the standard response times are.

**7. RFP SCHEDULE**

<b>RFP Schedule</b>	<b>Date</b>
RFP issued	09/27/2019
RFP due back	4:00pm 10/18/2019
Winner selected	10/22/2019 By End of Business Day
Winner notification by	10/23/2018 By End of Business Day

**SUBMISSION SHEET**

Date:
Vendor's Representative name and title:
Representative e-mail address:
Vendor Firm Name:
Vendor Mailing Address:
Vendor City/State/Zip:
Vendor Telephone
Vendor Web Site Address:

**PROPOSAL AMOUNTS:**

Monthly Costs for 3 years:	
Hourly labor rate for additional work:	
Additional Equipment/Equipment Modification Costs:	
Costs of additional premium services:	

Additional sheets may be added for a more comprehensive cost proposal.

## APPENDIX A

## NOTICE TO VENDORS AND BIDDERS:

## STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively "MCCS"). These terms and conditions derive from the public nature and limited resources of the MCCS. MCCS DOES NOT AGREE TO:

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys' fees, costs, expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed; and
9. Automatic renewals for term(s) greater than month-to-month.

By submitting a response to a Request for Proposal, bid or other offer to do business with MCCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least 11-point font and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.



APPENDIX B

CH.	NETWORK	CH.	NETWORK	CH.	NETWORK
3	WLBZ - NBC	43	HGTV	86	FOX Business Network
4	WFVX - FOX	44	Food Network	87	WE tv
6	WABI - CBS	45	Discovery Channel	92	FOX Sports 1
8	WVII - ABC	46	USA Network	98	National Geographic
10	WABI - The CW	47	TNT	111	Sy FY
11	CKLT - CTV	48	TBS	117	VH1
12	ION Television	49	A&E	138	ID
13	WMEB - PBS	50	AMC	159	QVC
15	CBAT - CBC	51	SYFY	168	E!
17	EWTN	52	MTV	176	HSN
18	C-SPAN	53	VH1	188	Jewelry TV
19	C-SPAN2	54	Spike	189	SHOPHQ
22	LMN	55	EI	204	Headline
23	Lifetime	56	FX	205	CNBC World
24	Tru-C	57	GAC	206	Fox Bus
25	Oxygen	58	Comedy Central	209	BBC World News
26	Cartoon Network	59	MSNBC	225	C-SPAN
27	EWTN	60	TV Land	314	NBCSN
28	The Weather Channel	61	Disney XD	318	NESN
29	CNN	62	Hallmark Channel	319	NBCSN
30	HLN	63	nbc sn	326	NESN Plus
31	FOX News Channel	65	New England	400	FOX Sports 2
32	CNBC	66	Bravo	463	EWTH
33	ESPN	67	CMT	480	QVC
34	ESPN2	68	Inspira	482	Shop Zeal 1
35	NESN	69	BET	483	HDSN HD
36	Disney Channel	70	Travel Channel	485	Shop Zeal 3
37	Nickelodeon	73	WGN America	486	Shop Zeal 4
38	Comcast SportsNet	75	BBC America	487	Shop Zeal HQ
39	Freeform	78	Upliftv	488	Shop Zeal HQ
40	TLC	83	Investigation Discovery	489	Shop Zeal
41	HISTORY	84	Bloomberg Television		
42	Animal Planet	85	MotorTrend		

Note: List is not comprehensive. Duplicate channels have been eliminated (primarily HD).