

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, 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.

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.