

# REQUEST FOR PROPOSALS FOR ASCERTAINMENT STUDY SERVICES RELATED TO CABLE FRANCHISE RENEWAL

## **I. GENERAL INSTRUCTIONS AND STANDARD CONDITIONS**

**AUTHORITY:** This Request for Proposal (“RFP”) for professional services is issued in accordance with the City Charter and purchasing policy of the City of Gardiner, Maine (“the City”).

**SCOPE:** The standard conditions and terms of this RFP apply in like force to this proposal submission process and to any subsequent contract resulting therefrom.

**PAYMENT:** Payments to be made by the City will be made by authorized personnel.

**COLLUSIVE BIDDING:** The contractor’s signature on a submitted proposal is a guarantee that the prices quoted have been arrived at without collusion with other eligible contractors and without effort to preclude the City from obtaining the lowest possible competitive price. A proposal shall be signed by the person or persons legally authorized to bind a contractor to a contract.

**SPECIFICATIONS:** Contractors must submit a proposal in accordance with the terms and conditions and the scope of services set forth in this RFP.

**INVESTIGATION:** Contractors submitting bids shall make all investigations necessary to inform themselves regarding the services(s) requested and to be performed under this RFP and any resulting contract(s). By submitting a proposal, a contractor represents that it has read and fully understands this RFP and any addenda.

**CLARIFICATION OF RFP:** Contractors who request a clarification of the RFP requirements must submit questions in writing to Scott Morelli, City Manager, in the manner and by the deadline specified in Section III.A. of this RFP, or present them orally at a scheduled pre-submission conference, if one has been scheduled. All written questions must be received by the City no later than the date or time stated herein. The City or its authorized staff and committees will issue a response in the form of an addendum to the RFP if a substantive clarification is necessary. Oral instructions or information concerning this RFP provided by the City or its employees and agents to prospective contractors shall not bind the City or its committees.

**ADDENDA:** Any change to this RFP shall be made by written addendum issued no later than July 8, 2013. The City is not responsible for any explanation, clarification, response or approval made or given in any manner except by authorized addendum.

**PROPOSAL SUBMISSION:** All proposals submitted in response to this RFP shall be filed with the City in a .pdf format via e-mail using the following e-mail address: [citymanager@gardinermaine.com](mailto:citymanager@gardinermaine.com). Contractors are responsible for ensuring that their proposal formatting and file sizes are compatible with the City’s e-mail and software systems. The subject line of a contractor’s e-mailed proposal shall include the title set forth on the cover page of this RFP. All proposals shall be electronically signed by a person or persons authorized to bind the contractor to a contract. The City Manager will

open all e-mail proposals and print them out in hard copy form for consideration by the City and/or its authorized staff and committees.

**ALTERNATE TERMS AND CONDITIONS:** The City, at its sole discretion, may entertain alternative terms and conditions which deviate from the RFP requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the City. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are not encouraged and, unless explicitly accepted by the City, are deemed to be rejected.

**INSURANCE:** For City projects where the scope of work will be less than \$200,000 the following levels of insurance will be required: The successful contractor shall provide a certificate of insurance indicating (1) workers' compensation that complies with state statutes; (2) general liability in an amount not less than \$250,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$500,000 where more than one person is involved in any one accident; (3) property damage insurance in an amount not less than \$500,000; and (4) all policies shall name the City as an additional insured.

For City projects where the scope of work will exceed \$200,000 the following levels of insurance will be required: The successful contractor shall provide a certificate of insurance indicating (1) workers' compensation that complies with state statutes; (2) general liability in an amount not less than \$1,000,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$5,000,000 where more than one person is involved in any one accident; (3) property damage insurance in an amount not less than \$500,000; and (4) all policies shall name the City as an additional insured.

**COST OF PREPARING PROPOSAL:** This RFP does not commit the City to pay any costs incurred by a contractor in preparing and submitting a proposal or in making and preparing necessary investigations, studies or designs, or for procuring or contracting for services to be furnished under this RFP.

**AWARD:** All purchases or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The City and its authorized staff and committees reserve the right to reject any or all proposals, wholly or in part, or to award to multiple contracts in whole or in part. The City and its authorized staff and committees also reserve the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the contractor's competitive position. All awards will be made in a manner deemed in the best interest of the City.

**LICENSES:** A successful contractor that is awarded a contract under this RFP shall be responsible for obtaining any and all necessary licenses and authorizations to perform work in the State of Maine and the City, at no cost to the City.

**CANCELLATION:** The City or its authorized staff or committees reserve the right to modify, revise or cancel this RFP, without liability to any contractors. The receipt and review of proposals or the

completion of interviews do not obligate the City or its authorized staff or committees to award a contract.

**LATE SUBMISSIONS:** Proposals received after the scheduled closing time for filing may be rejected by the City and its authorized staff and committees, without liability to a contractor. Contractors assume all responsibility for the timely submission of proposals in accordance with this RFP. The City and its authorized staff and committees shall have no obligation to consider late-filed proposals.

**CONFLICT OF INTEREST:** A contractor submitting a proposal thereby certifies that no elected or appointed official, agent or employee of the City who has a pecuniary interest in this RFP has participated in the preparation of this RFP or contract negotiations; that the proposal is made in good faith without fraud; that the contractor is competing solely on its own behalf without connection or obligation to any undisclosed person or firm and that the contractor (including all subcontractors) is able to perform all the services specified in this RFP without any conflict of interest.

**PERFORMANCE AND DEFAULT:** The City reserves the right to require a performance bond from the successful contractor, without expense to the City. In case of default of the contractor, the City may enter into a contract for services specified in this RFP from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**PRICING:** All rates and prices set forth in a proposal shall remain firm and irrevocable for at least ninety (90) calendar days following the deadline for the submission of proposals.

**AUDIT REQUIREMENTS:** A contractor that is awarded a contract under this RFP shall maintain such records as are required by the City in order to allow the City to fulfill its reporting requirements to the State of Maine or other agencies. A successful contractor shall allow the City or other agencies authorized by the City, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of the contract documents, for purposes of audit, for a minimum of six years.

**VENUE:** Any legal action or proceeding involving this RFP and any resulting contract shall be venued in a court of competent jurisdiction in Kennebec County, Maine, without regard to conflicts of law principles.

## **II. SCOPE OF THE REQUEST FOR PROPOSAL**

### **A. Introduction and Background**

The City is seeking proposals from qualified firms with demonstrated experience and expertise to provide professional needs ascertainment consulting services associated with the renewal of one (1) cable television franchise which has expired.

The City of Gardiner is a service-center community located in Kennebec County in central Maine. Located along the scenic Kennebec River, Gardiner is home to 5,800 people and features a historic downtown, a new waterfront park, a business park located at the intersection of Maine's two major Interstate's, and beautiful Maine landscapes.

## **B. Scope of Work**

Any entity selected by the City, or its authorized staff and committees, pursuant to this RFP will be required to enter into a not-to-exceed contract for the following services:

1. Designing and conducting a thorough, carefully documented, supportable and realistic ascertainment of the City's current and future cable-related needs and interests, including the I-Net and PEG access/community television (*e.g.*, equipment and facilities, upstream feeds, channel capacity and interconnections) through the use of public meetings, focus groups, internal meetings with City staff, and surveys;
2. Examining individual and community organizational access to and use of cable and multimedia technology;
3. Examining subscribers' and non-subscribers' perceptions, attitudes, needs and interests regarding cable television and Time Warner Cable ("TWC") (*i.e.*, perceptions of the cable company; TWC customer service; commercial programming offerings; technical quality of the cable system in general and other relevant subjects) through public meetings and scientifically and statistically valid survey(s);
4. Ascertain whether subscribers would be willing to pay an additional fee to have a local access channel. Specifically, subscribers must be asked whether they support an increase of up to \$\_\_\_ to fund equipment purchase and operation of a local access channel (amount to be determined by selected entity);
5. Providing a detailed written report, with an executive summary, and with verifiable support for all findings, conclusions and recommendations for both the current and future cable system and be prepared to explain and defend the report in meetings with TWC and in a minimum of one (1) live presentation of the report to the City's Technology Committee and one (1) live presentation of the report to the Gardiner City Council.

## **C. Timeline for Selection**

July 12, 2013: Proposals Due by 1:00 p.m. ET. Review of submissions will begin immediately

July 15 – 26, 2013, 2013: Interviews with respondents, if necessary

August 5, 2013: Work Begins, if an acceptable contract is executed by the City and a successful proposer

December 1, 2013: Final report submitted to City. Separate meetings to be held with Technology Advisory Committee and City Council to review results by December 31, 2013.

## **III. PROPOSAL PREPARATION AND SUBMISSION**

### **A. RFP Clarification**

Questions and requests for clarification regarding this RFP must be directed in writing to the person listed. The deadline for initiating such questions and/or clarifications is July 1, 2013. Addenda will be issued, as needed, no later than July 8, 2013, at 1 p.m. ET solely through the City website at <http://www.gardinermaine.com>

Refer written questions to:  
Scott Morelli, City Manager  
[citymanager@gardinermaine.com](mailto:citymanager@gardinermaine.com)  
(fax) 207-582-6895

### **C. Proposal Format**

Proposals must be submitted electronically to Scott Morelli at the e-mail address above by 1 p.m. ET on Friday, July 12, 2013. It is the Proposer's responsibility to ensure that proposals are received prior to the specified closing date and time, and at the e-mail address specified. Proposals received after the specified closing date and/or time may not be considered and will be deleted. The City shall not be responsible for the proper identification and handling of any proposals submitted to an incorrect e-mail address or for any transmission problems experienced by a proposer.

By submitting a proposal, a proposer is accepting the General Instructions and Standard Conditions of the RFP (reference page 1 of the RFP).

### **D. Required Proposal Content**

The proposal must include the following information supporting the respondent's expertise in providing the required services:

1. Company representatives and contact information, including the name(s) of the person(s) authorized to represent the company in any negotiations; name(s) of the person(s) authorized to sign any contract that may result; contact person's name, mailing or street address; telephone and facsimile numbers; and e-mail address(es).
2. The name(s) and resume(s) of the company's representative(s), both primary and backup, who will be responsible for providing any aspect of the requested services.
3. Company history and experience in providing the requested services and/or consulting for cable television franchise renewals, as described in the scope of work, including identifying the cable television franchisors and franchisees involved in the experience.
4. Evidence of a track record of satisfaction with similar needs ascertainment renewal efforts, including recommendations successfully implemented, examples of similar efforts, or other information demonstrating subject matter expertise.
5. A written description of the proposed methodology and tasks for providing all requested services, including an outline of the approach and methods anticipated to be used for the project and a timeline for accomplishing the project.
6. A maximum fee that covers the complete scope of the project and all tasks. The maximum fee shall indicate (a) the estimated hours, (b) the hourly rate, and (c) the total that will not be exceeded to complete the Scope of Work tasks. Include the names of the individuals who will be working on each task, the estimated hours they will be spending on each task, and the price per hour for each task. Include, as well, an hourly rate for any individual(s) who may be involved in on-going consulting on issues that may arise during the cable franchise renewal negotiations.

7. Three (3) references for which the proposer has performed work similar or identical to the services requested in this RFP. A proposer should provide the name, title, contact information and a brief description of services provided for each reference.

The proposal must be signed by the person submitting the proposal or a duly authorized representative of the firm submitting the proposal. The signature shall include the title of the individual signing the proposal.

#### **IV. EVALUATION AND ASSESSMENT OF PROPOSAL**

The City Manager and/or his designee, including the Technology Advisory Committee, will evaluate and rank the written proposals. The following qualifications and standards are examples of anticipated considerations:

**Scope of Proposal:** Does the proposal show an understanding of the project objective, methodology to be used and the results that are desired from the project? Is the proposer's methodology sound and supportable?

**Assigned Personnel:** Do the people who will work on the project have the necessary skills? Are sufficient skilled people assigned to the project? Do the personnel have experience with a governmental perspective on cable television franchising as opposed to a cable industry perspective?

**Availability:** Can the work be completed in the timeframe required? Can targeted start and completion dates be met? Are other qualified personnel available, if required, to assist in meeting the project schedule? Is the project team available to attend meetings as required by the Scope of Work?

**Cost and Work Hours:** Are the work hours reasonable for the effort required in each project task or phase? Can the work be completed within the anticipated budget? Is the total not-to-exceed budget reasonable?

**Capability and Experience:** Does the respondent have the support capabilities and the financial viability to complete the project? Has the respondent successfully completed previous projects of this type and scope? Is the respondent familiar with established and emerging issues and solution in cable television franchising?

The City may in its sole discretion, also consider additional factors or modify the criteria set forth above.

#### **V. PROPOSAL ACCEPTANCE**

All proposals shall remain firm, irrevocable and subject to acceptance for at least 90 calendar days after the submission deadline. Any proposer that is selected will be expected to sign a contract with the City.

The City reserves the right to reject any or all of the proposals and to waive irregularities. Any proposals received after the submission deadline may be rejected.

If the City Manager and/or his designee will be responsible for the final selection of a proposer and the award and approval of any contract. Any successful respondent will be notified within 24 hours of approval by the City.