

## **INSTRUCTIONS AND INVITATION TO BID ON SPECIFICATION NO. QCTV 2018-1**

The Quad Cities Cable Communications Commission (DBA QCTV), created by a joint powers agreement under chapter 471.59, (referred to herein as "QCTV"), intend to purchase equipment, installation and integration services, and commissioning of equipment as described in the specification section and invites you to submit a sealed bid.

A bidder must bid on all sections of the base bid for each of the four cities. Specifically: Andover, Sections 1 through 14; Anoka Sections 1 through 13; Champlin Sections 1 through 12; and Ramsey Sections 1 through 12. In addition to the required "Base Bid" sections just listed, a bidder may bid on any item or all items set forth in the four sections labeled "Bid Options." Bid Options may or may not be accepted in conjunction with the Base Bid items at the sole discretion of QCTV. Bid may be awarded to the lowest responsible bidder for the entire four city project MEETING OR EXCEEDING QCTV SPECIFICATIONS SET FORTH HEREIN. QCTV reserves the right to reject all bids.

Sealed bids for the equipment and services set forth in the specifications will be received and publicly opened and read aloud by the Executive Director of QCTV and/or their designee(s) at the offices of QCTV, 12254 Ensign Ave N, on March 9, 2018, at 10:00 AM, Central Standard Time.

If a bidder wishes to submit its bid via United States mail, the bidder should ensure that its bid is mailed in sufficient time for the bid to arrive at the QCTV office prior to the time and date specified above. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be accepted or considered, with the sole exception of email submissions sent to [bids2018@qctv.org](mailto:bids2018@qctv.org), subject line: Bid Enclosed. A bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Bids shall be deposited at the designated location prior to the time and date for receipt of bids. Bids received after the time and date for receipt of bids will be returned unopened, and QCTV shall have no obligation to consider such bids. A bid which is in any way incomplete or irregular is subject to rejection.

Bids must be enclosed in a sealed opaque envelope, address to:

Quad Cities Community Television  
Specification QCTV 2018-1  
12254 Ensign Ave N.  
Champlin, MN 55316

Clearly mark the lower right hand corner of the envelope as follows:

BID ENCLOSED

PROJECT NAME: QCTV City Hall Upgrade Project

OWNER NAME: QCTV

PROJECT LOCATIONS: Andover, Anoka, Champlin, and Ramsey, MN

BID DUE TIME: 10 AM, Central Standard Time

BID DUE DATE: March 9, 2018

By making a bid, a bidder represents that it has read and understands the bidding documents, including this document and Specification QCTV 2018-1. Bidders requiring clarification or interpretation of the bidding documents shall make a written request to the QCTV Technology Manager at least seven days prior to the date for the receipt of bids. Clarification requests may be mailed to Quad Cities Community Television, 12254 Ensign Ave N. Champlin, MN 55316 Attention: QCTV 2018-1; or emailed to [information@qctv.org](mailto:information@qctv.org) with a subject line: Clarification Request.

Bidders may obtain complete sets of the bidding documents from QCTV at 12254 Ensign Avenue North, Champlin, MN 55316 during the hours from 8:00 a.m. to 4:30 p.m. Monday - Friday, Central Standard Time. QCTV shall not assume responsibility for errors or misinterpretations resulting from the use of incomplete bidding documents.

Any blanks on bid forms shall be legibly executed in a non-erasable medium. Interlineations, alterations and erasures must be initialed by the signer of the bid.

Each copy of a bid shall state the legal name of the bidder and the nature of legal form of the bidder. The bidder shall provide evidence of legal authority to perform within Hennepin, and Anoka Counties, Minnesota. A bid shall be signed by the person or persons legally authorized to bind the bidder to a contract.

Bidders are encouraged to register their interest via email with [information@qctv.org](mailto:information@qctv.org) to receive updates and clarifications as they occur.

A tour of the four sites will be held Wednesday, February 7th. Interested bidders will meet at Quad Cities Community Television, 12254 Ensign Ave N. Champlin, MN 55316 at 10:00 a.m. Central Standard Time and shortly proceed to the four sites; bidders will provide their own transportation.

## GUIDELINES AND REQUIREMENTS FOR BIDDING

### 1. GENERAL

This specification may show brand names of the type of items desired, but other brands and models may be substituted, after receiving approval from QCTV, as long as the substitute provides the equivalent or better level of quality, size, reliability, construction and functionality as the listed brand and model. Determinations made hereunder as to quality, size, construction, reliability and functionality will be made by the QCTV

Executive Director and/or QCTV staff in their sole discretion. The purpose of these specifications is to provide prospective vendors a list of the quality levels, functionality, reliability, size and estimated quantities desired by QCTV.

## 2. BID PRICE

Bid price shall remain firm and irrevocable during the term of the contract unless bidder states that prices will escalate or de-escalate. If prices will fluctuate, bidder must state in his/her proposal a method as to how QCTV, if desired, could check said charges. Bids will be evaluated as to those who bid with escalation requirements and those who do not. Both types will receive equal treatment in the evaluation. Prices quoted should include shipping and delivery costs.

## 3. MANUALS, SCHEMATICS, PARTS BOOKS AND SERVICE DEVICES

Operation manuals, schematics, parts books and service devices (e.g., extension cards, cables and brackets) for applicable items, along with all other equipment, manuals and training needed to make the equipment specified in the specifications fully and completely operational and functional, shall be furnished with the items at no charge to QCTV unless otherwise listed in your bid. Said items and any other items needed to make the equipment specified fully and completely operational and functional must accompany the items upon delivery. Any necessary training shall be scheduled at a time mutually agreed upon by QCTV and any successful bidder.

## 4. BROCHURES AND CATALOGS

Bidder must supply with their proposal any and all catalogs or brochures on the items being bid.

## 5. BID PROPOSALS BASED ON ITEMS OTHER THAN SPECIFIED.

Any items other than the brands and models specified in these specifications require prior approval from QCTV. The substitute items offered must be equivalent or better with respect to quality, size, reliability, functionality, and construction.

If bidding an item other than a specified item, you must state brand, size, functionality and compatibility and must provide catalogs or brochures. A bidder who wishes to make a substitution must contact QCTV at Quad Cities Community Television, 12254 Ensign Ave N. Champlin, MN 55316 Attention: QCTV 2018-1 Substitution; or email QCTV at [information@qctv.org](mailto:information@qctv.org) with the subject line: Substitution Request.

Equipment substitution requests must be made before 10:00 a.m. Central Standard Time February 15<sup>th</sup>, 2018

## 6. SPECIFICATIONS UPDATES

Substitution requests approved by QCTV will be released as an update to all bidders February 22<sup>nd</sup> 2018 by 10:00 a.m. Central Standard Time. Any other updates will be released as they occur.

## 7. OWNERSHIP OF GOODS

The goods, which are the subject of the contract to be awarded to any successful bidder(s), shall remain the property of the bidder until delivered to, installed, commissioned, and accepted by QCTV.

#### 8. DELIVERY AND TIMEFRAME FOR INSTALLATION

It is the bidder's responsibility to receive all equipment to be installed and to insure delivery in a timely fashion. Delivery estimates should be provided with the bid. City Hall room schedules will be made available and every effort will be made to keep them up to date, but meetings get moved, canceled or scheduled at the last minute and bidders will need to accommodate these changes. Substantial competition of work must be made within 90 days of QCTV's acceptance of a bid. A five percent penalty (5%) of the total bid amount will be assessed to the bidder for each full 30 days past the initial 90 days. Bidders may suggest a different timeframe.

#### 9. WARRANTIES, GUARANTEES, AND MAINTENANCE

A copy of the manufacturer's warranties and/or guarantees for the bid items must accompany your bid. A copy of your company's warranties and/or guarantees for the bid items must accompany your bid. A bidder must furnish complete details on their ability to service the equipment if awarded the bid. Bidder must say in his/her bid whether a replacement or loaner would be available if the equipment needs to be repaired during the warranty period. The warranty period will begin after the equipment is commissioned and accepted by QCTV.

#### 10. AWARD

The award of a contract may be made to the lowest responsible bidder(s) conforming to these specifications, provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. Factors to be considered by QCTV in awarding a contract in the best interest of QCTV will include, but not necessarily be limited to: (i) price; (ii) general reputation and experience of bidders; (iii) QCTV's prior knowledge of or experience with a bidder's past performance; (iv) adherence to all bid requirements; (v) and the ability of a bidder to deliver on its representations and to comply with the contract documents; (vi) reference check of bidder; (vii) length and quality of warranty offered.

The Executive Director reserve the right to hold all bids for sixty (60) calendar days, to reject any and all bids (or parts thereof) and to waive informalities, defects and minor irregularities in the bids received (without explanation). No bid may be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids, without the prior written consent of the Executive Director. QCTV may, in their sole discretion, delay the award of a contract until all necessary conditions precedent are satisfied.

#### 11. EQUAL OPPORTUNITY

The contractor agrees that he/she will not discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, physical handicap, sex or political affiliation, and that he/she will take affirmative action to ensure

that applicants are employed and that employees are treated during employment without regard to race, color, religious creed, physical handicap, ancestry, sex or political affiliation.

## 12. MISCELLANEOUS

Any legal action or proceeding involving the contract documents shall be venued in Anoka County, Minnesota.

A successful bidder shall maintain such records as are required by QCTV in order to allow the QCTV to fulfill its reporting requirements to the State of Minnesota or other agencies. A successful bidder shall allow QCTV or other agencies authorized by QCTV, including the Legislative Auditor or the State Auditor, access to the records of the successful bidder at reasonable hours, including all books, records, documents, and accounting procedures and practices of the successful bidder relevant to the subject matter of the contract documents, for purposes of audit.

The successful bidder must be a "responsible contractor." The term "responsible contractor" means a contractor as defined in Minnesota Statutes, section 16C.285, subdivision 3. Any prime contractor, subcontractor, or motor carrier that does not meet the minimum criteria or fails to comply with the verification requirements is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project. A prime contractor, subcontractor, or motor carrier that makes a false statement under oath verifying compliance with the minimum criteria will be ineligible to be awarded a construction contract on the project, and the submission of a false statement may result in termination of a contract awarded to a prime contractor, subcontractor, or motor carrier that submits the false statement. A prime contractor shall include in its verification of compliance a list of all of its first-tier subcontractors that it intends to retain for work on the project. Before execution of a construction contract, a prime contractor shall submit a supplemental verification under oath confirming that all subcontractors and motor carriers that the prime contractor intends to use to perform project work have verified to the prime contractor, through a signed statement under oath by an owner or officer, that they meet the minimum criteria for a responsible contractor.

In collecting, storing, using and disseminating any data on individuals in the course of providing services under the contract documents, a successful bidder agrees to abide by all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration. All data created, collected, received, stored, used, maintained, or disseminated by a successful bidder in performing under the contract documents is also subject to the provisions of Minn. Stat. § 13 et. seq. (the Minnesota Government Data Practices Act) and, pursuant to that statute, a successful bidder must comply with the requirements of that statute as if it were a government entity. All remedies set forth in Minn. Stat. § 13.08 shall also apply to a successful bidder. A successful bidder is not required to provide public data

to the public if that same data is available from QCTV, unless stated otherwise in the contract documents.

In the event of a conflict between any provision set forth herein and any provision(s) of the other contract documents, the provision(s) of greatest benefit to QCTV, as determined solely by QCTV, shall prevail in all cases, notwithstanding anything to the contrary in the contract documents.

A successful bidder shall at all times comply with all applicable federal, state and local laws, rules, policies, codes, industry practices, standards, orders, decisions and regulations now in effect, hereafter enacted or amended or otherwise becoming effective during the term of the contract documents and any warranty period(s).

If any term, condition or provision of the contract documents or the application thereof to any person or circumstance (including QCTV and a successful bidder) shall, to any extent, be held to be invalid or unenforceable, the remainder of the contract documents and the application of such term, condition or provision to persons or circumstances (including QCTV and a successful bidder) other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and the contract documents and all the terms, provisions and conditions of the contract documents shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable provision, term or condition does not substantially alter the agreement between the parties. In the event such law, rule, standard or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on QCTV and a successful bidder without further action by QCTV.

Notwithstanding anything to the contrary in the contract documents, a successful bidder shall not be relieved of its obligations to comply with any of the provisions of the contract documents by reason of any failure or delay of QCTV to enforce prompt compliance. QCTV may only waive its rights under the contract documents by expressly so stating in writing. Any such written waiver by QCTV of a breach or violation of any provision or requirement of the contract documents shall not operate as or be construed to be a waiver of any subsequent breach or violation.

Prior to QCTV's execution of contract documents, a successful bidder shall provide evidence acceptable to QCTV that the bidder has complied with the workers' compensation insurance coverage requirement set forth in Minnesota Statutes Chapter 176.

Notwithstanding anything to the contrary in these contract documents, a successful bidder shall, in accordance with Minn. Stat. § 471.425, pay any and all subcontractor(s) within ten (10) days of the successful bidder's receipt of payment from QCTV for undisputed services provided by the subcontractor(s).

QCTV and their officers, committees, employees, volunteers and agents shall not be liable for any loss or damage to any real or personal property of any person, or for any injury to or death of any person, arising out of or in connection with a successful bidder's work under the contract documents. A successful bidder shall indemnify, defend, and hold harmless QCTV and their officers, committees, employees, volunteers and agents from and against all liability, damages and penalties which they may legally be required to pay as a result of a successful bidder's work under the contract documents or QCTV's exercise, administration or enforcement of the contract documents.

To the extent applicable, a successful bidder shall at all times comply with Minn. Stat. § 574.26.

Notwithstanding anything to the contrary herein or any other contract documents, QCTV shall not make a final payment to a successful bidder until the successful bidder has shown proof of compliance with Minn. Stat. § 290.92. A certificate from the Commissioner of Revenue shall constitute proof of compliance for purposes of this Paragraph.

To the extent required by law, a successful bidder shall pay prevailing wages to laborers, workers and mechanics furnishing services under the contract documents.

In exchange for the good and valuable consideration provided for in the contract documents, the validity and sufficiency of which is acknowledged by QCTV and the undersigned, the undersigned bidder, having full knowledge of the requirements of the Quad Cities Cable Communications Commission for the above-listed items and the contract documents (which include the Invitation and Instructions to Bid, this Bid, Guidelines and Requirements for bidding, Specification No. QCTV 2018-1, Contract, Addenda, if any) and all other conditions of the bid, agrees to sell and deliver to QCTV the above-listed items in performance of Specification QCTV 2018-1, in strict accordance with the contract documents at and for unit prices for the above items and quantities. The contract documents are incorporated herein and made a part hereof by reference, and the undersigned bidder shall comply with those documents at all times.

Bidder:

Delivery Date: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Quad Cities Cable Communications Commission

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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