



**Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937**

**Competitive Bid
Request for Proposal
This is Not an Order**

Commencement Audio and Visual Services

Date: January 26, 2024
Site Walk-thru: Not Applicable
Proposal Due On: February 9, 2024
Return Proposal To: Leslie Lima, Executive Assistant to the President
Kennebec Valley Community College
92 Western Avenue
Fairfield, Maine 04937
Telephone: (207) 453-5129
Email: llima@kvcc.me.edu

Competitive Bid Request for Proposal
Commencement Audio and Visual Services

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Competitive Bid Request for Proposal Commencement Audio and Visual Services

1.0 Introduction

Kennebec Valley Community College (KVCC) is soliciting proposals to procure professional audio and visual services for Commencement located at the Augusta Civic Center in Augusta, Maine.

A detailed explanation of the scope and specifications is contained in **Section 6.0, Scope of Services**. Preference will be given to the proposals conforming to the specifications provided; however, alternate recommendations may be considered. If a vendor chooses to make inquiries on the specifications provided, the rules set forth in **Section 8.0, Interpretation of Contract Documents**, apply. KVCC reserves the right to accept or reject any or all of the proposals received, in part or in whole.

2.0 Background

Kennebec Valley Community College is a comprehensive community college offering technical, career, and transfer education in addition to customized training for businesses and industries in Kennebec, Somerset, Waldo and Knox Counties. The College is located on two campuses in mid-Maine. Its 70-acre main campus in Fairfield, Maine is reached by taking Exit 132 off Interstate 95. The 600-acre Harold Alfond Campus is located seven miles north of the Fairfield campus on U.S. Route 201 in Hinckley, Maine.

3.0 Schedule / Modifications

| Description | Day/Date | Time |
|-------------------------------|-------------------|----------------|
| RFP Issued | January 26, 2024 | |
| Site Walkthrough | Not Applicable | Not Applicable |
| Proposals Due On | February 9, 2024 | 3:00 P.M. ET |
| Award Decision & Notification | February 21, 2024 | |

4.0 Examination of Specifications and Schedule

Each bidder or authorized agent is expected to examine the bid specifications, contract documents and all other instructions pertaining to this RFP. Failure to do so will be at the bidder’s own risk, and the bidder cannot secure relief on the plea of error in the bid. KVCC reserves the right to accept or reject any and all bids in part

or in whole.

5.0 Submission of Bids

The Proposal, which must be signed by a person having proper authority to legally obligate the offering company, along with any additional supporting material, **must be received no later than February 9, 2024 3:00 PM. (ET).**

All proposals are to be marked “Commencement Audio and Visual Services” and mailed to:

Leslie Lima
Commencement Photographer Services
Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

Proposals may also be e-mailed to: llima@kvcc.me.edu, with the subject line “Commencement Photographer Services”

6.0 Scope of Services

The Scope of Services set forth in this Request for Proposal (RFP) represents an outline of the services the College anticipates the successful proposer to perform and is presented for the primary purpose of allowing the College to compare proposals. The precise scope of services shall be negotiated between the College and the successful Proposer.

6.1 Scope

Supply and delivery of audio/visual services for three (3) years (2024-2026) with up to two (2) one-year extensions (2027, 2028) to setup in the main auditorium where the commencement ceremony takes place.

6.2 Specifications

The following specifications are minimum acceptable requirements.

- a. Educational requirements: A bachelor's degree in visual arts or related major, or specialized training in photography/videography in high school, college or a specialized training school, or extensive on-the-job training under the supervision of a photographer/videographer.
- b. Necessary skills: These will include quality experience and professionalism with the College staff and volunteers at the Commencement ceremony, with the platform party and the graduates. Customer service leading up to and following Commencement. Responsiveness to graduates, families, and all customers making purchases.
- c. A Commencement video order form provided to the College by no later than May 1, 2024, (and May 1 for each subsequent years) to the College.
- d. Details: The successful proposer must be available from 8:30 a.m. the day of Commencement (set-up schedule to be arranged with Augusta Civic Center and KVCC) until the end of the KVCC Commencement ceremony (approximately 3 to 4 hours) scheduled for Saturday, May 11, 2024 at the Augusta Civic Center. Subsequent Commencement ceremony dates will be provided by January 1 of each year.
- e. Live video display on big screen behind/over center stage (12' x 21.25') (large enough for Augusta Civic Center) w/ black dress kit.

- f. PowerPoint or KVCC image (KVCC to provide on Friday-the day before Commencement) displayed by 9 a.m. until the procession (10 a.m.).
- g. Multi-camera angles of the entire Commencement, graduates marching in, receiving diplomas, podium, speakers, interpreters, through the end of ceremony and graduates marching out (*graduates enter stage left, from the viewpoint of the platform party*).
- h. Visual focused on Ceremony displayed on big screen behind/over the stage.
- i. ASL interpreters displayed (picture in picture) in corner of big screen and also recorded (*interpreters will be located on stage right, from the viewpoint of the platform party*).
- j. Audio projected throughout Augusta Civic Center auditorium.
- k. Assisted Listening System.
- l. Microphones on stage (front center/back corner stage right from the standpoint of platform party).
- m. Instrument microphones for small brass band (on small platform stage right); instrument microphone for the ACC organ.
- n. Livestream URL provided to College four weeks (or as soon as possible) before Commencement to share with graduates and their families.
- o. Video link provided to KVCC for posting on KVCC Facebook page and website.
- p. DVD order form for graduates/families; orders handled direct through audio/visual company. Orders must be processed in a timely manner; within one month.
- q. DVD copy for the College archives.

7.0 Contractor's Insurance

The Contractor shall maintain throughout the term of the agreement general liability insurance to insure against all claims of bodily injury or death, and property damage, arising out of work performed under this agreement. Such insurance shall provide coverage in an amount not less than \$1,000,000 per occurrence and shall list KVCC as an added insured Contractor shall also maintain worker's compensation insurance in amounts required by state law.

8.0 Interpretation of Contract Documents

No oral interpretation will be provided to any bidder as to the meaning of the specifications or other contract documents. Every request for such interpretation shall be made in writing at least three (3) or more days before the proposal due date and submitted to:

Leslie Lima, Executive Assistant to the President
 Commencement Photographer Services
 Kennebec Valley Community College
 92 Western Avenue
 Fairfield, ME 04937

or via email at llima@kvcc.me.edu

Any interpretation made to a bidder will be issued in the form of an addendum to the contract/bid documents which, if issued, shall be sent as promptly as practicable to all persons to whom the specifications have been issued. All such addenda shall become part of the contract/bid documents.

9.0 Bid Review and Evaluation

The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to

make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College.

1. Evaluation Method

- a. Technical ability to meet the outlined specifications
- b. Specification match and variations
- c. Added value features of proposal
- d. Past performance and references
- e. Cost of base proposal
- f. Rates for additional labor and equipment
- g. Price of additional services

10.0 Preparation of Bids

KVCC seeks the proposal that meets the specifications noted in this RFP. KVCC will review all proposals. The bidder shall include with the proposal any terms and conditions specific to their proposal.

Each valid proposal shall include:

- The contractor's name(s)
- Contact information (Address, phone, Fax, Email)
- Company quote with detailed specifications and pricing
- Company specific terms and conditions

11.0 Withdrawal of Bids

All proposals must be valid for at least thirty (30) days after the proposal due date, after which time proposals shall expire unless the proposer had been notified and agrees to an extension.

KVCC reserves the right to modify or withdraw this invitation, to reject any or all proposals, and to terminate any subsequent negotiations at any time. KVCC also reserves the right to choose the proposal that best meets the needs of its facility and training programs.

12.0 Taxation and Compliance

Maine Community College System d/b/a Kennebec Valley Community College is an educational institution organized under the laws of the State of Maine and so its purchase of goods is exempt from state, federal, and local sales and use taxes. The successful bidder agrees to comply with all applicable federal, state and local statutes, laws, codes, rules, regulations, ordinances and orders in the performance of the Contract.

13.0 Prohibited Terms and Conditions

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:**

KENNEBEC VALLEY COMMUNITY COLLEGE IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION INSTITUTION AND EMPLOYER FOR MORE INFORMATION, PLEASE CONTACT (207) 453-5019

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 M CCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to M CCS policies of insurance;
6. Pay attorneys' fees; costs, including collection 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;
9. Automatic renewals for term(s) greater than month-to-month;
10. Limitations on M CCS' recovery of lawful damages incurred as a result of breach of the contract;
11. Limitation of the time period under which claims can be made or actions brought arising from the contract;
12. Vendor's terms prevailing over M CCS' standard terms and conditions, including addenda; and
13. Unilateral modifications to the contract by the vendor.

BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID OR OTHER OFFER TO DO BUSINESS WITH M CCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between M CCS 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 M CCS any contractual documents of any kind that are not in at least 11-point black font on a white background 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 M CCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless M CCS in any and all legal actions that seek to compel M CCS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between M CCS and your entity.