

REQUEST FOR PROPOSAL
West Virginia Northern Community College
RFP #201905

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SECTION ONE: GENERAL INFORMATION AND INSTRUCTIONS

1. Purpose: West Virginia Northern Community College (hereinafter referred to as the “WVNCC”) is soliciting proposals pursuant to **West Virginia Code §5A-3-10b** to replace, upgrade and expand the current systems used for IP Video conferencing.
2. By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this Request for Proposal (“RFP”). An RFP is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.
3. Schedule of Events:

Start of Advertising.....	Oct 1, 2018
Closing of Advertising.....	Oct 12, 2018
Vendor’s Written Questions Submission Deadline.....	Oct 19, 2018
All Written Questions Shall be Answered.....	Oct 24, 2018
Bid Opening Date.....	Nov 7, 2018
Presentations (TBD).....	Week of Nov 12-16, 2018

SECTION TWO: INSTRUCTIONS TO VENODRS SUBMITTING BIDS

Interested firms should submit their proposal **no later than 3:00PM on November 7th, 2018.** Bids can be hand delivered or mailed to:

West Virginia Northern Community College
RFP NO. 201903 “**WVNCC IP Video**”
ATTN: Lyndsie Scott-Guzek
Room 102
1704 Market Street
Wheeling, WV 26003

All proposals should be clearly marked “**WVNCC IP Video**”.

Should a prospective bidder fail to submit a proposal on or before the appointed time at the address shown above, WVNCC will not consider the proposal regardless of the reason for the late submission. WVNCC will keep copies of the proposals in accordance with their record retention policies.

Specifications and any questions can be directed in writing to Lyndsie Scott-Guzek by email at lguzek@wvncc.edu. The proposer’s question and WVNCC’s response will become public record. Deadline for submitting questions is **October 19th, 2018**. All questions and answers will be final as of **October 24th, 2018**. WVNCC reserves the right to waive any irregularities and reject any or all proposals and to determine the lowest and best bid. Any unauthorized contact will disqualify the vendor from further consideration of this RFP.

Any vendor wishing to receive updates regarding questions asked may do so by forwarding their email address to lguzek@wvncc.edu

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SECTION THREE: GENERAL TERMS AND CONDITIONS

Length of commitment may be part of the proposal to factor in capital investment that may occur to meet WVNCC requirements.

An addendum required for all WV State Agency will accompany any agreement and have the following conditions:

- 1) **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2) **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3) **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4) **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5) **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
- 6) **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
- 7) **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
- 8) **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9) **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10) **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11) **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

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- 12) **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13) **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14) **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
- 15) **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16) **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17) **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
- 18) **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19) **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20) **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21) **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

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SECTION FOUR: PROJECT SPECIFICATIONS

1) Location:	Wheeling Campus 1704 Market St. Wheeling, WV 26003	Weirton Campus 150 Park Ave. Weirton, WV 26062	New Martinsville Campus 141 Main St. New Martinsville, WV 26155
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- 2) **Background and Current Operating Environment:** WVNCC is a public, multi-campus, comprehensive community college. The College offers associate in arts and associates in science transfer degrees, career-technical education in an array of fields and workforce training.

The College currently uses two IP video systems to deliver instruction from one location to all three campuses and conduct intercampus meetings. The intra-campus network connectivity is 500 MB with the ability to dedicate bandwidth specifically to the IP video applications.

The systems and related equipment are:

- Polycom RealPresence Group 700
 - 3 EagleEyeIV 12X
 - 3 EagleEye III
- LifeSize Room 220
 - 6 Camera 448-0006-001 rev 9
 - 1 LifeSize Video Center 2200

WVNCC personnel and students will be surveyed for general input on priorities of this project. The results of that survey will be attached as an Addendum to the RFP on October 12th and be available through the same channels as the original RFP.

- 3) **Scope of Services:** WVNCC strives to be the envy of all WV Higher Education in its facilities and technology. The College has designated \$90,000 to the project. A successful vendor will maximize the use of these funds in possible combination of existing equipment while adhering to the following expectations. The College is open to further suggestions.

1. Standardize IP Video to one system to gain efficiencies in maintaining & administering as well as improve the flexibility of the resources.
2. Use College input to determine the balance of upgrade, replacement, and expansion.
3. Maximize the use of the budget while delivering high quality products.
4. Position the college with a scalable system that can take advantage of emerging technologies now and in the future, including but not limited to:
 - i. Usability on mobile devices
 - ii. Compatibilities with other platforms
 - iii. Delivery of distant education
5. Identify all equipment needed in conjunction with the IP Video system to operate at full and optimum capability.
6. Make suggestions for improvement of physical environments of installed areas to ensure high quality experiences.
7. Install selected systems.
8. Provide training to end users and administrators.
9. Specify annual support agreement terms and costs; outside the \$90K budget.
10. Identify a recording system that would integrate with the IP Video system; outside the \$90K budget.

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- 4) **Mandatory Requirements:** The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor. Decision regarding compliance with any mandatory requirements shall be at the sole discretion of the WVNCC. Vendors will provide:
1. **Attachment A** - Demonstration of an ability to complete the project of installing, training and supporting an IP video system with a minimum of the following items:
 - a. The firm’s qualifications and experience, including key personnel
 - b. Descriptions of same installations, or comparable, previously completed
 - c. References from past clients
 2. **Attachment B** – Detailed outline of the proposed methodology to achieve the Scope of Service listed in Section Four Subsection 3, including a tentative timeline. Expansion and/or modification of the listed scope is appropriate where added benefit can be demonstrated.
 3. **Attachment C** - Fee schedule clearly itemized with the support agreement and recording system marked as an alternative that may exceed the College’s budget.
 4. **Attachment D** – List of all equipment not furnished by the vendor that is would optimize the use of the IP Video System. Equipment should be denoted as necessary or optional.
 5. **Attachments E** - Signed certification
 6. **Presentation** – An onsite presentation may be requested to demonstrate in person the functionality and use of the proposed system.

SECTION FIVE: VENDOR PROPOSAL

- 1) **Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor’s abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.
- 2) **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 3) **Proposal Format:** Vendors should provide responses in the format listed below:
 1. **Title Page:** State the RFP subject, number, Vendor’s name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
 2. **Table of Contents:** Clearly identify the material by section and page number.
 3. **Attachment A** - Information regarding the firm, their connection to the local community, general qualifications, and knowledge of higher education if applicable. Examples of past projects and references are required.
 4. **Attachment B** – Detail outline of methodology.
 5. **Attachment C** - Pricing schedule itemized.
 6. **Attachment D** – List of equipment not supplied but useful for the optimization of the system.
 7. **Attachment E** – Signed certification of agreement.
- 4) **Proposal Submission:** All proposals will be evaluated based on best comparison to scope provided in Section Four.

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1. All proposals must be submitted **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt. All submissions must be in accordance with the provisions listed below and in Section 2: Instructions to Bidders Submitting Bids above.

- 5) **Bid Opening:** The Evaluation Committee shall publicly open and announce cost proposals on **November 30th, 2018** at 9:00 AM. All bids for qualifying proposals will be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's proposal failing to meet the minimum acceptable score and the bidder's proposal failing to meet a mandatory requirement of the contract. Certain information, such as scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.

- 6) **Presentation:** Top bidders may be invited to give onsite demonstrations. Scheduling will be coordinated to be hold presentations the week of November 12th to 16th. In person demonstrations are highly suggested but teleconferences will be accepted if the absolutely required.

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SECTION SIX: EVALUATION AND AWARD

- 1) **Evaluation Process:** Proposals will be evaluated by a five-person committee consisting of faculty, staff, and students (collectively known as the “Evaluation Committee”) against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.
- 2) **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100-point total score.

1. The following are the evaluation factors and maximum points possible for technical point scores:

System Quality & User Friendliness	50 Points Possible
Installation & Training	15 Points Possible
Vendor Credentials	10 Points Possible
Relative Past Projects	10 Points Possible
References	10 Points Possible
Cost (Service Agreement)	<u>5 Points Possible</u>
Total	100 Points Possible

- 3) **Minimum Acceptable Score:** Vendors must score a minimum of 80% (80 points) of the total points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying. A proposal may be deemed non-qualifying for a number of reasons including but not limited to, the bidder’s technical proposal failing to meet the minimum acceptable score and the bidder’s technical proposal failing to meet a mandatory requirement of the contract. Cost bids for non-qualifying proposals will also be opened but shall not be considered. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.
- 4) **Presentations:** Based on evaluation criteria above, top bidders may be invited to give onsite demonstrations. All presentations conducted onsite will be evaluated again using the same criteria as above. Committee Members will keep prior scores for References and Costs, but may modify their scores for Vendor Credentials, Methodology, and Relative Past Project. Therefore, presentations should include:
 - a. Vendor Credentials
 - b. System Quality & User Friendliness
 - c. Installation & Training
 - d. Related Past Projects

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Attachment A – General Firm Information: Section Four, Subsection 4.1:

Vendor Response:

Attachment B – Detailed online of proposed methodology, Subsection 4.2:

Vendor Response:

Attachment C – Pricing: Section Four, Subsection 4.3:

Vendor Response:

Attachment D – List of Other Equipment Needed: Section Four, Subsection 4.4:

Vendor Response (If Applicable):

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Attachment E – Signed Certification: Section Four, Subsection 4.5:

Vendor Response (If Applicable):

By signing below, I certify that I have reviewed this Request for Proposal in its entirety, including Addendum of survey results; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Addendum 1

Survey Results

<https://www.surveymonkey.com/results/SM-NX9NYXM6L/>

Survey Results

RFP 201905 Questions

Q: I'm sure you realize that the LifeSize is more cost effective but with Polycom, you can have an Interop License to allow Skype Callers to join in the Meetings. Polycom is the only Company that can do this, will allowing Skype Callers be considered desirable?

A: Yes I believe it should be included as an extra option.

Q: Will we need to provide any displays, is there one or two displays for each campus, and are these existing rooms with ceiling speakers, microphones, amplifier and Digital Signal Processors?

A: We would like all items required to be on the bid. If you deem we need extra displays then they should be included.

Currently there is one display in each room. There are not currently any ceiling speakers. In the Polycom room there are two microphone. In the Lifesize room there is the saucer. There is an amplifier hooked to each computer that can process sound from the computer only.

Q: Is there any Control in these rooms, i.e., a Crestron, AMX or Extron Touch Panel or will the Codec remotes and TV remotes be used and is the audio coming off of the TV, loud enough for the space?

A: No control in any of the rooms. Audio is currently coming off of the TV in the Polycom room and coming off of the saucer in the Life-size room.

Q: If there is Control in any of these rooms, do you have the un-compiled source code?

A: Not applicable

Q: Would you like to have a TV added to each of the three rooms?

A: Not applicable

Q: Would you like to have a TV added to each of the three rooms?

A: Yes we believe having multiple displays in each of the rooms would be beneficial if the system can handle this.

Q: Would you like to have the ability to bring an interactive display to the podium in each room?

A: Yes some sort of interactive display or way to interact with a whiteboard program would be beneficial so we could eliminate the need for the teachers to zoom in on chalk boards or White boards to share information not shared with a Document Camera or from the computer.

Q: If the room layouts need to change, would you provide the power and data and cable paths?

A: Yes if the room layout would need to change we would provide power and data to the locations required.

Q: Do you want any more Mics in any of the rooms?

A: Our teachers need to be able to hear the teachers where ever they are in the rooms.

Q: Would you like us to look into any trade in offers?

A: If trade is available we defiantly would like to leverage trade value for our equipment.

I have listed all equipment we have below:

LifeSize

LifeSize Room 220 FV65310469322 with saucer
LifeSize Room 220 FV651302B9707 with saucer
LifeSize Room 220 FV651302B9A22 with saucer

LifeSize Room 220 FV641101A3D02 with saucer
LifeSize Express 200 GN644002DC740

8 Lifesize Cameras 448-00006-001 Rev9

LifeSize Video Center JQ5622000639

Polycom

RealPresence Group 700 8213200F78D6PW
RealPresence Group 700 82144340E1FFCW
RealPresence Group 700 82151740EC3CCW

3 Eagleeye III cameras

3 Eagleeye IV cameras

6 Real Presence Room Mic

Q: We notice there is also a recording server listed on the RFP. Do you need a recording option?

A: Yes we have a LifeSize Video center which is used by all of our Faculty and Staff not only with the LifeSize system. We also upload videos that our staff has recorded.

Students can then stream them at their convenience for missed classes and for when the teacher is not available for class.

So yes we would like to see what option there are. Please provide pricing for this outside of the scope of this RFP as a option.