

REQUEST FOR PROPOSAL
TO PROVIDE
CABLE TELEVISION
LOCAL GOVERNMENT AND COMMUNITY PROGRAMMING SERVICES

The Birmingham Area Cable Board, serving the communities of Birmingham, Beverly Hills, Franklin and Bingham Farms, is seeking a provider of cable television local government and community programming services as described in this Request for Proposal.

SUBMISSION DEADLINE: SEPTEMBER 15, 2026

SUBMIT A WRITTEN COPY TO BACB

c/o The Village of Beverly Hills

18500 W. Thirteen Mile Road

Beverly Hills, MI 48025

WITH AN ELECTRONIC COPY OF THE SUBMISSION TO:

The Birmingham Area Cable Board Executive Director

execdir@birminghamareacableboard.org

248-336-9445

Signed: _____

Date Submitted: _____

Received by: _____

Include this cover page with proposal submitted

CABLE TELEVISION
LOCAL GOVERNMENT AND COMMUNITY PROGRAMMING SERVICES

SECTION 1

GENERAL INFORMATION- RFP PROCESS

Thank you for showing interest in the Birmingham Area Cable Board's Request for Proposal (RFP) for Cable Television Local Government and Community 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.

The proposal should demonstrate the qualifications of the Respondent and, in the event awarded, the particular staff which will be assigned the contract work and qualifications of those staff members.

RFP packages can be obtained through the Birmingham Area Cable Board (BACB) website (www.birminghamareacableboard.org).

Timeline/Submission of Proposals

Issuance of Request for Proposals: August 13, 2026

Deadline for interested parties to submit questions: September 1, 2026

Responses to questions provided to interested parties: Within five (5) business days

Deadline to submit proposals: September 15, 2026 by 4:00 pm

Committee review of proposals: September 21, 2026

Possible On-Site interviews (notice will be provided): October 2026

Completion of Committee Recommendation Regarding Award of Contract: November 1, 2026

Contract Negotiations begin after November 1, 2026

Board Consideration of Committee Recommendation Regarding Award of Contract: November 18, 2026 BACB meeting

All proposals must be submitted in hard copy to the Village of Beverly Hills Clerk, with an electronic copy to the BACB Executive Director (execdir@birminghamareacableboard.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 stated deadline 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 a 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 shall become public record at the submission deadline.

Conflict of Interest

It is required that any relationship, business or personal financial interest, with a current BACB Board Member shall be disclosed. This included employment or other professional relationships or engagement.

Respondent declares that the proposal is not made in connection with any other proposer submitting a proposal for the same services, 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 Proposal. If any person contemplating submitting a proposal is in doubt of the true meaning of any part of the specifications or other conditions within the RFP, they are advised to contact the BACB 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 Cathy White, BACB Executive Director, execdir@birminghamareacableboard.org

All questions shall be submitted on or before September 1, 2026. Any questions submitted after the close of business on this date will not receive a response. Responses to all questions shall be forwarded to all parties who have indicated intent to submit a Proposal by email within five (5) business days. 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 BACB regarding this Request for Proposal without prior written permission from the Executive Director Cathy White.

In the event it becomes necessary to revise any part of the RFP, an Addendum will be posted on the BACB website. 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 BACB reserves the right to reject any and 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 BACB 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 items or combination of items. The BACB reserves the right to award the project to the Respondent it deems to best serve the overall interests of the BACB and the four BACB 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 BACB until it has approved the award of contract, and until the selected Contractor has submitted the signed Contract, proof of insurance, and satisfied all acceptance conditions. The BACB

reserves the right to continue to review, evaluate and investigate all bids and Respondents until there is a binding contract between the parties.

Evaluation of Proposals

The BACB will evaluate the Respondent's past experience and performance through information provided in the RFP, the 15-minute video, the interview (if any) 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 BACB 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 BACB'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 BACB values the demonstrated role of the selected Contractor and employees as community ambassadors, creating and maintaining relationships of professional service to the residents, organizations, and institutions within the BACB area.

The BACB reserves the right to make an award based on any other relevant considerations and in the best interest of the BACB and the communities we serve.

The BACB also reserves the right to interview qualifying Respondents as part of the evaluation process.

Expenses

There is no obligation of the BACB 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 the 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 Respondent'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 requirement, procedures and provide the information requested by this Request for Proposal may result in disqualification.

Execution of Contract

Each proposal is received with the understanding that an acceptance in writing by the BACB, to furnish any or all of the services and materials described, shall be implemented by a written contract to be approved by the BACB between the Respondent, as the independent contractor, and the BACB. 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 BACB within 10 days after being notified of selection, the BACB may give notice to the firm of its intent to select the next most qualified firm or call for new proposals, whichever the BACB deems most appropriate.

The contract period shall be for three (3) years or less from the effective date and may be terminated by either party pursuant to the termination provisions of the agreement.

Tax Exemption

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in your proposal figure.

Indemnification and Hold Harmless

The Respondent shall, at its own expense, protect, defend, indemnify and hold harmless the BACB 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 any sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the BACB 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.

SECTION 2

BACKGROUND

The Birmingham Area Cable Board consists of twelve members (six from the City of Birmingham, four from the Village of Beverly Hills and one each from the Village of Franklin and the Village of Bingham Farms). The BACB was created by the four communities to fulfill their franchise obligation to function collectively for the entire franchise system regarding cable television.

The BACB is seeking proposals from entities interested in providing local government and community programming services in accordance with the document titled "Responsibilities of the Contractor" attached to this document.

BACB'S PROGRAMMING VISION

Utilize the most appropriate cost-effective advanced media technology to provide engaging, inclusive and sustainable programs which inform, entertain, protect, educate and unite all residents.

SECTION 3

RESPONDENT INFORMATION

Please answer all questions below

1. What is the name of your company?
2. When was the company established and in what state?
3. Has the company ever done business under another name? What names and what years?
4. Is the company an individual, a partnership, a corporation, a joint venture, or other?
5. If the company has ever declared bankruptcy under the present name or a former name, please explain the circumstances.
6. Have any of the principal officers, President, Vice-President, Treasurer, etc. ever filed personal bankruptcy or been associated with a company filing a bankruptcy petition? Provide details (years in the company, reason for filing).
7. Summarize the company's experience in cable television local government and community program services (years, type of work, location, etc.).
8. Is the company a bona fide contractor providing services in accordance with federal laws and regulations? If not, explain.
9. List the principals in the company, their titles, and areas of specialty and expertise.

10. List the company personnel who would be assigned to this account, their titles, areas of expertise, degrees, years of experience, and tenure with the company.
11. Are all company personnel who would be assigned to this account trained in video production? If not, explain.
12. Would any company services be provided by subcontractors? Explain.
13. Does the company have its own studio space or would it need to rent such space?
14. List the company's plans for providing public access and training opportunities.
15. Since the BACB owns a mobile production van, would the company be relying on this van to provide services? If not, state whether the services will be provided solely through the use of equipment and vehicles owned or leased by Respondent.
16. List clients, up to five, for which the company has provided work similar to that described in this RFP, including addresses, contact names, and telephone numbers.
17. Summarize all experience company personnel have had in budgeting or compliance with established purchasing guidelines, including any experience with public entity budgeting.
18. List all awards the company has won and all awards, recognition, and certificates company personnel have earned in a video-related field.
19. Can the company meet the insurance requirements stated below?

YES _____ NO _____

The Contractor shall secure and maintain during the term of this contract insurance in the types and amounts specified below from an insurance agency authorized to do business in the State of Michigan, whose rating is satisfactory to BACB. The Contractor shall be required to provide a certificate of insurance evidencing the required coverage prior to execution of the contract and the policies shall include the additional insured language. In addition, a copy of your current insurance coverage shall be attached to this proposal.

The Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph and shall keep such insurance in force during the entire term of this contract. All coverage shall be with insurance companies licensed to do business in the State of Michigan and acceptable to BACB. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and Self-Insured Retentions are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

- a. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or Equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable. Coverage limit may be obtained using primary and excess/umbrella following form liability coverage.
- c. Automobile Liability Insurance including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Excess Liability Coverage in the amount of \$1,000,000 per occurrence and aggregate. Coverage must follow form of the primary liability policies, including but not limited to additional insured and primary/non-contributory coverage.
- e. Additional Insured: Commercial General Liability, as described above, shall include an endorsement stating that the City of Birmingham, the Village of Beverly Hills, the Village of Bingham Farms and the Village of Franklin, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof, are additional insured. It is understood and agreed by naming the City of Birmingham, the Village of Beverly Hills, the Village of Bingham Farms and the Village of Franklin as additional insureds, coverage is considered primary and any other insurance these communities may have in effect shall be considered secondary and/or excess.
- f. Owners' and Contractor Protective Liability: The Contractor shall procure and maintain during the term of this contract, a separate Owners' and Contractor's Protective Liability Policy with limits of liability not less than \$1,000,000 per

occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. The Owner shall be "Named Insured" on said coverage.

- g. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: BACB, P.O. Box 165, Birmingham, MI 48012 Attention: Cathy White
- h. Proof of Insurance Coverage: The Contractor shall provide the Owner at the time that the contracts are returned by him/her for execution, a Certificate of insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.
- i. Expiration: If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to BACB at least ten (10) days prior to the expiration date.

- 20. In accordance with Michigan Public Act 517 of 2012, the Iran Economic Sanctions Act, MCL 129.311, et seq., effective date 4/1/13, all Respondents must certify that they are not an "Iran Linked Business" in order to submit a proposal. The act prohibits individuals who have economic relations with Iran from submitting proposals in response to RFPs issued by the state or any other public entities. The act also included penalty provisions for submittal of false certifications.

**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any proposal, or entering into any contract for goods or services with a prospective vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

VENDOR:

Legal Name:

Street Address:

City:

State and Zip:

Corporate ID # / State:

Taxpayer ID #:

(Please complete in its entirety)

The undersigned, with: 1) full knowledge of all of Vendor's business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq., and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a proposal and be considered for a possible contract to provide services to the BACB.

Signature of Vendor's Authorized

Agent: _____

Printed Name of Vendor's Authorized

Agent: _____

Witness Signature: _____

Printed Name of Witness: _____

21. Please describe, in your own words, why your company is particularly qualified to produce all required community programming to be cablecast on cable channels and on the internet. Include experience in social media presentation, analysis of social media metrics, marketing, promotion and working with a tax-exempt non-profit organization.
22. Conclude your responses with the following statement and the signature of a company representative, name of the company, address, telephone number, email address, and date of completion.

"THE FOREGOING IS A TRUE STATEMENT OF FACTS"

Representative:

Company Name:

Address:

Address 2:

City/State/Zip:

Telephone:

Email Address:

Date of Completion:

Signature:

SECTION 4

SCOPE OF SERVICES

BACB programming includes meetings, events, municipal information, public service information and updates, local sports, hobbies, interests, leisure time activities, entertainment, the arts, health, the environment, candidates' forums, lectures and community activities.

Formats:

Short and long forms (few minutes-2 hours+), PSAs, promos, on location, studio productions, video clips suitable for YouTube

Sources:

Contractor generated, public submissions, imported programming

Organizations and Institutions as potential sources of subject material (including but not limited to):

County Government, Municipalities, Police and Fire Departments, Baldwin and Franklin Public Libraries, Parks and Recreation Departments, Birmingham Bloomfield Chamber of Commerce, Franklin Historical Society, Museums, Youth Sports Programs, Veterans, Birmingham Public Schools, Music Groups, Birmingham Youth Assistance, Birmingham Bloomfield Community Coalition

Annual Events Traditionally Covered:

Celebrate Birmingham Parade, Birmingham Memorial Day Service in Shain Park, Village of Beverly Hills Parade and Carnival, Concerts in the Park, League of Women Voters Candidate Forums, Birmingham Bloomfield Chamber of Commerce Forecasts, Village of Franklin Labor Day Parade, Chamber Music Series, Lunch and Learn Lectures, League of Women Voters Lectures, Daughters of American Revolution Veterans Day Wreath Laying Ceremony, Birmingham Musicale, High School Sports Events, Birmingham Youth Assistance Annual Youth in Services Ceremony, Birmingham Concert Band, Baldwin Library Lectures, Birmingham Bloomfield Community Coalition Annual Choices, Birmingham Republican Women's Club Lecture, Spectrum Orchestra

Contractor:

Production, Staffing, Scheduling and Editing of Programs, Performance Metrics, Equipment Maintenance, Resolving Hardware Issues, Management of Website (posting of all programs and program segments in the On-Demand archive) and Program Guide, and Maintenance of Social Media Presence (posting all programming and programming segments on the major social media sites).

SECTION 5

PROPOSAL

Respondent must provide Total Annual Cost in Item A.

A.

Total Annual Cost to provide all services included in Section 4, Scope of Services and fulfill all “Responsibilities of the Contractor.”

Respondent may also develop any number of alternative “Scope of Services” descriptions and provide a Total Annual Cost for each. These alternative descriptions may include all, some, or none of the items included in Section 4.

Items B, C, D, E, etc. are optional. Respondent may provide as many alternate “Scope of Services” as it wishes.

B.

Total Cost of an alternative Scope of Services, developed by Respondent, with full and complete explanation of how the alternative Scope of Services fulfills the programming mission and vision of the BACB.

C.

Total Cost of an alternative Scope of Services, developed by Respondent, with full and complete explanation of how the alternative Scope of Services fulfills the programming mission and vision of the BACB.

D,E,F, ... (Optional)

SECTION 6

VISION FOR CABLE TELEVISION LOCAL GOVERNMENT AND COMMUNITY PROGRAMMING SERVICES

Please provide your vision for the cable television local government and community programming services that you would provide. How can the service best meet the needs of residents through innovative programming and technological advances to keep the service “state of the art”? What other innovations will be necessary to ensure the short-term and long-term future of the services provided? Please respond with concrete and specific examples of programming and technology utilization and the ways in which the services will continue to be cost-effective for BACB.

SECTION 7

ATTACHMENTS TO RFP

- Provide a link to the website(s) currently operated by Respondent, including links to at least three types of programming totaling a minimum of 15 minutes.
- Please list other supporting or additional documents provided.