



December 1, 2021

REQUEST FOR QUOTE

REQUEST FOR QUOTE NO: RFQ-21-23

PURCHASE DESCRIPTION:

Seeking a station/network that can pick up the live City Council Meetings from the live stream on the City Website. Most meetings are just over 2 hours, some as long as three. The radio station is not required to pick up the adjournment following an Executive session. This will be for a one year contract with option to renew.

DELIVERY FOB:

GUARANTEED DELIVERY ARO: 14

WARRANTY:

DESCRIPTIVE LITERATURE:

RETURN QUOTES TO:

CITY OF FAIRBANKS – CITY CLERK DEPT.

800 CUSHMAN STREET

FAIRBANKS, AK 99709

OFFICE: (907)-459-6771

FAX: (907) 459-6710

ATTN: Rochelle Rodak

QUOTE SUBMITTAL DEADLINE: 12/15/2021

AT 2:00 PM

Email: rrodak@fairbanks.us

Fax: 907-459-6710

PLEASE QUOTE ON THIS FORM, YOUR BEST PRICE AND TERMS ON THE SERVICES DESCRIBED BELOW. OFFEROR MUST COMPLETE AND PROVIDE SIGNATURES TO RECEIVE CONSIDERATION. RETURN THIS FORM ONLY.

DESCRIPTION:

TOTAL: \$

Method of Award: Award will be made to the lowest responsive and responsible Offeror meeting all specifications. Prices shall be good for a period of **60 days** from the quote deadline. Offeror agrees to the terms and conditions of this quote.

Name of Company

Address

City, State, Zip Code

Email Address

City of Fairbanks Business License Number

Authorized Representative Signature

PRINTED Authorized Representative Name

Title

Phone & FAX number

Alaska Business License Number

RFQ INSTRUCTIONS, TERMS, AND CONDITIONS

Fax Disclaimer: It is the responsibility of the Offeror to respond in a timely manner. Offeror's use of a facsimile machine shall be at their sole risk. The CITY OF FAIRBANKS will attempt to keep the facsimile machine in good working order but will not be responsible for quotes that are late due to mechanical failure, a busy facsimile machine or any other cause arising from use of a facsimile machine, even if Offeror submits a transmission report or provides other confirmation indicating that they transmitted a quote before the submittal deadline. Offerors are therefore strongly encouraged to confirm receipt of their quote with the CITY OF FAIRBANKS prior to the submittal deadline.

Quote Questions and Information: If an Offeror finds a discrepancy, error, or omission in this document they are instructed to contact the City of Fairbanks agent, listed on the cover page, who will issue written clarification. The City is not responsible for any oral instructions or communications with any other agents of the City except for the Purchasing Agent.

Quote Submission: Quotes will be accepted via email or facsimile. All required documents must be submitted to the email or fax number listed on the cover page. All must be delivered prior to the deadline listed on the cover page of this document. This responsibility rests entirely on the Offerors, regardless of delays for any other reasons.

The accepting and opening of quotes does not constitute the City's acceptance of the Offeror as a responsive and responsible Offeror. By accepting a quote, the City presumes the Offerors are familiar with the quote documents and agree and understand all requirements in this document.

All prices and notations must be typed or written in ink. Pencil markings will not be accepted. Any mistakes must be crossed out and initialed by the person signing the quote.

All costs associated with preparation of these quotes are the Offeror's responsibility. No pre-quote costs will be reimbursed to any Offerors. All documentation submitted to the City will become property of the City.

Confidentiality and Proprietary Information: If any information is confidential, it should be marked CONFIDENTIAL. If any information is proprietary, an original shall be delivered which is clearly marked PROPRIETARY and an additional copy shall be submitted omitting the proprietary information for City use. The copy containing proprietary information will be solely for City use and then disposed of after the quote is accepted. The omitted copy will remain on file and part of the RFQ documents for future use or records requests.

Duplicate Quotes: The City will only accept one (1) quote per Offeror, including its subsidiaries, affiliated companies, organizations, or franchises. If multiple quotes are received from the same Offeror, all quotes from the Offeror will be rejected.

Withdrawal or Corrections: Quotes may be withdrawn by written notice prior to the submittal deadline. Corrections may be made to quotes submitted if prior to the submittal deadline.

Rejection: The City reserves the right to reject any or all quotes and to waive any minor informalities or irregularities in quotes received, if it is determined by the Purchasing Agent that it is in the City's best interest to do so. If Offerors fail to provide any requested information in the consideration stage of the evaluation process, their quotes can be rejected. The City may reject any quotes from Offerors who are in arrears or in

default to the City on any contract, debt, or other obligation. The City may reject a quote if the Offeror has been debarred per Fairbanks General Code Sec. 54-297, or has violated any other section of the Fairbanks General Code. The City may reject a quote if the Offeror has been debarred by the State of Alaska or any Federal agency. The City has the right to reject all non-conforming, non-responsive, and unbalanced quotes. Discrepancies in the multiplication of unit price and quantity will be resolved in favor of unit price, as the requested quantities remain the same.

Procurement Policy: Procurement for the City is based on the Fairbanks General Code Sec. 54 – Procurement and any applicable State of Alaska statutes. The Fairbanks General Code is available online at www.fairbanksalaska.us.

Non-Discrimination: The City will not contract with any persons or entities that discriminate against employees or applicants for any reasons other than those related to job performance. All prospective Offerors will comply with all Federal, State, and local laws and policies that prohibit discrimination in the workplace. The City will not discriminate because of race, religion, color, national origin, ancestry, sex, sexual orientation, age, marital status, change in marital status, pregnancy, parenthood, physical or mental disabilities, genetic information, or political affiliation.

Quote Signatures: An authorized official must sign all quote documents. This signature will represent the company or entity and their ability to commit to the requirements in this document.

Public Records: All quotes are subject to public records requests after award, with the exception of confidential and proprietary information.

Local Bidder Preference: Per Fairbanks General Code Sec. 54-168, the awarding authority may award a contract based on solicited bids to the lowest responsive and responsible Bidder, after a local Bidders preference has been applied. Local Bidder preference is the lesser of 5% or \$50,000 for a construction contract and 5% or \$5,000 for any other contract. Local Bidder preference does not apply to bids involving federal funds.

Disqualification of Offerors: Any one or more of the following reasons may cause quotes to be rejected:

Communication with any other employees or agents of the City of Fairbanks during the RFP process, excluding those specifically listed in this document.

Evidence of collusion or other anticompetitive practices among Offerors.

Lack of competency as revealed by financial, experience, or equipment statements.

Lack of responsibility as shown by past work with the City of Fairbanks.

Uncompleted work under other current contracts which in the judgment of the City of Fairbanks, may prevent the prompt completion of additional work in this document.

Discussions: Discussion with Offerors may commence after opening of all quotes to further clarify and or assure full understanding of requirements.

Offeror's Responsibilities: The Offeror must be capable of providing all goods or services in this document. The Offeror must maintain these qualities until completion of the contract. The successful Offeror is responsible for all goods and services in this document whether they are provided or performed by successful Offeror or their subcontractor.

City Participation: The City of Fairbanks will provide appropriate personnel to support the successful Offeror during the course of the contract. The Project Manager will be named in this document or the Purchasing Agent will act as contact until additional personnel are named specifically.

Unusual Circumstances: Where any unusual circumstances unforeseen by the City or the Offeror and which significantly affect the Offeror's ability or cost in providing goods or services, the Offeror may request cancellation of contract or adjustment to the costs. Significantly in this paragraph is defined as being beyond the control of the Offeror. The request must be documented in writing and may be denied.

Contract Commencement: Commencement of a contract shall not begin until all necessary documents are received and reviewed and all City approvals have been completed. Commencement of a contract without these requirements will be at the Offeror's sole risk and not compensated by the City.

Assignment / Transfer: Assignment or transfer of this Agreement or Contract without written consent of the City of Fairbanks may be construed by the City as a breach of contract sufficient to cancel any Agreement or Contract at the discretion of the City.

Inspection: All goods and services are subject to inspection and approval by the City at all reasonable times, including inspection during manufacturing. Inspection and approval by City at Contractor's place of business or work site does not preclude rejection for defects upon discovery by subsequent inspection. Any goods or services rejected by the City shall be promptly repaired or replaced at Contractor's expense. Any and all costs incurred by the City in connection with the return of goods or rejection of services shall be at the Contractor's risk and expense.

Excise and Sales Tax: The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Offeror when submitting invoice for payment. An Exemption Certificate is available upon request.

Invoices: Invoices for services must be submitted within 45 days after completion of services. Payment will be delayed if the invoice fails to reference the purchase order number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the purchase order. The City will provide payment 30 days after satisfactory delivery, acceptance, and receipt of invoice.

IRS Form W-9 and Vendor Information: Offeror must have on file with the City a current IRS Form W-9 and completed a vendor registration form before City will issue a purchase order to the Contractor.

Compliance with Laws: Offeror represents and warrants that the performance of this order and furnishing goods or services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State, and City laws, rules, regulations, resolutions, and ordinances including, but not limited to, the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, and the Occupational Safety and Health Acts.

Termination: When it is in the City's best interest, City may unilaterally cancel this Agreement or Contract at any time whether or not Offeror is in default of any of its obligations hereunder. With any such cancellation, Offeror agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City agrees that Offeror shall be paid for items and/or services already accepted by City, but in no event shall the City be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this Agreement or Contract at any time for the failure of the other to comply with any of its

material terms and conditions. All Offerors recognize that the City is a government entity and that payment obligation is subject to yearly appropriations by the City's governing body and that if funds are not appropriated, this Agreement or Contract will terminate without penalty to either party.

Waiver of Breach: No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.

Complete Agreement: The parties agree that the conditions of purchase stated herein and the Offeror's quotes set forth their entire Agreement or Contract and there are no promises or understandings other than those stated herein, and that any prior negotiations between the City and Offeror or terms and conditions set forth in the Contractor's quotation, order, or sales acknowledgment shall not constitute a part of the Agreement or Contract between the City and Offeror concerning this purchase. The terms "Agreement" and "Contract" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

Liability and Indemnity: To the fullest extent permitted by law, the Offeror shall defend, indemnify and hold harmless the City, its officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress or death) arising directly or indirectly in connection with the performance or activities of the Offeror hereunder, whether the same arises before or after completion of the Contractor's operations or expiration of this Agreement or Contract, except for damage, loss or injury resulting from the City's gross negligence or willful misconduct solely.

Insurance Requirements: Offeror must furnish a certificate of insurance within ten (10) days of receipt of the Notice-of-Intent to Award and must endorse policies to provide for a thirty (30) day prior notice to the City of cancellation, non-renewal, or material change of the policies. Failure to furnish satisfactory evidence of insurance or lapse of policy is a material breach of the contract and grounds for termination of this Agreement or Contract. Each policy shall be endorsed with a waiver of subrogation in favor of the City. All other insurance policies required of the Offeror shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insured carried by the City will be excess only and will not contribute with the insurance required by this Agreement or Contract. All other insurance policies required of the Offeror and subcontractors shall be endorsed to name the City as additional insured. All insurance shall be on an occurrence form acceptable to the City and having an A.M. Best rating of "A" or better.

Workers' Compensation and Employers' Liability Insurance as required by any applicable law or regulation. Employers' liability insurance shall be in the amount no less than \$500,000 each accident for bodily injury, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease. The Offeror shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employee, coverage shall be included for such injuries or claims.

Commercial General Liability Insurance: The Offeror is required to provide Commercial General Liability (CGL) insurance with limits not less than \$5,000,000 for any contract over \$1,000,000 and not less than

\$1,000,000 for contracts under \$1,000,000 combined single limit per occurrence and \$5,000,000 for any contract over \$1,000,000 and not less than \$1,000,000 for contracts under \$1,000,000, in the aggregate not excluding premises operations, independent Contractors, products, and completed operations, broad form property damage, blanket contractual, explosion, collapse and underground hazards. Limits may be a combination of primary and excess (umbrella) policy forms.

Proof of Insurance: The Offeror shall furnish the City with a Certificate of Insurance or, where requested by the City, the policy declaration page with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. All endorsements shall reference policy number and the project name and project number. The owner is the City of Fairbanks and is to be identified on all certificates and endorsements.

Without limiting its indemnification, the Offeror shall maintain, until termination of Agreement or Contract or completion and acceptance of the project by the City, occurrence type coverage of the kinds and minimum amounts set forth above. All insurance limits are minimum. If the Contractor's policy contains higher limits, the City shall be entitled to coverage to the extent of such higher limits. The City, at its sole discretion, may raise or lower the limit.

Records: The City reserves the right to inspect all vendor documents relating to this Agreement or Contract for up to three (3) years after expiration.

Acceptance of Quotes: The rights and obligations of the contract will become effective and binding upon the contracting parties only after formal execution of a purchase order signed by the Purchasing Agent or a contract form signed by the Offeror and City Mayor. No other act whether oral, written or implied shall constitute acceptance of a quote.

Postponement: The City reserves the right to postpone the date of the opening of quotes.

Time is of the essence: The Offeror is expected to deliver goods or services that conform in all material respects to the contract specifications on or before the date provided herein. This date may be amended by written agreement between both parties.