

REQUEST FOR QUOTATIONS (RFQ)



Issue Date: 11/15/10

RFQ# TV10 24/7 BROADCAST INTERFACE

Title: TV10 24/7 Broadcast Interface

Issuing Agency: City of Charlottesville

Using Department/Division And/Or Location

Where Work Will Be Performed: City of Charlottesville, Communications Office

Request for Quotations Will Be Received Until 11/22/10 at 5:00pm local prevailing time For Furnishing The Goods/Services Described Herein. (date) (Time)

All Inquiries For Information Should Be Directed To: Ric Barrick, Director of Communications Phone: (434) 970-3129.

IF RFOs ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF QUOTATIONS ARE HAND DELIVERED, DELIVER TO: City of Charlottesville
PO Box 911
Charlottesville, VA 22902

IF QUOTATIONS ARE FAXED, FAX TO: (434) 970-3890

IF QUOTATIONS ARE EMAILED, EMAIL TO: barrick@charlottesville.org

In Compliance With This Request for Quotations And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated In Section VI, Pricing Schedule.

Name And Address Of Firm:

Weather Central, LLC

401 Charmany Drive

Suite 200

Madison, WI 53719

FEI/FIN NO. 27-0616264

Fax Number: (608) 276-4613

E-mail Address: sales@wxc.com

Date: November 19, 2010

By: 

(Signature In Ink)

Name: William R. Baker

(Please Print) 

Title: President

Telephone Number: (608) 274-5789

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- I. **PURPOSE:** The City of Charlottesville is soliciting quotations from qualified vendors to provide a turn-key solution to our government access channel's broadcast interface to provide news and weather information either provided over the internet or entered manually through a web-based product.
- II. **COMPETITION INTENDED:** It is the City's intent that this Request for Quotation (RFQ) permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source. Such notification must be received by the Purchasing Agent not later than five (5) days prior to the date set for bids to close.
- III. **SCOPE OF WORK/DESCRIPTION OF ITEM:** The contractor shall provide a turn-key solution to automate its 24/7 all information channel. The solution should include web-based options for updating information, automated weather information specific to Charlottesville, the availability to squeeze back video, and the ability to manage graphics and information in a digital server-based environment.

Ideally, this system will have the ability to incorporate regularly scheduled programming and bulletin board information in a squeeze-back format with the option of a ticker system and will provide up-to-the-minute emergency alerts. The look and branding of this interface will give TV10 viewers an aesthetically pleasing broadcast experience while providing necessary community information.

The Contractor shall also provide shipping, training, and support to create a reliable solution that will keep the channel running with little need for regular maintenance.

IV. **GENERAL TERMS AND CONDITIONS:**

- A. **IDENTIFICATION OF QUOTATION:** Quotations must be submitted marked as follows:
RFQ#: **TV10 24/7 BROADCAST INTERFACE** FOR: **TV10 24/7 Broadcast Interface**
- B. **ANNOUNCEMENT OF AWARD:** Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of a written notice on the bid board located in the Purchasing Department.
- C. **ANTI-DISCRIMINATION:** By submitting their quotations, bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia 2.2.4343.1E*).

Every contract over \$10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.
- D. ANTI-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- E. ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The City of Charlottesville does not discriminate against faith-based organizations.
- F. ANTITRUST: ~~By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Charlottesville rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Charlottesville under said contract.~~ N/A
- G. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- H. AWARD OF CONTRACT: Awards shall be based on determination of the lowest responsive and responsible bidder. No contract may be awarded to a bidder who is determined by the Purchasing Agent to be non-responsible.
- I. BID ACCEPTANCE PERIOD: Each bid submitted must be and remain valid for a period of at least thirty (30) days from bid opening. Erroneous quotations may be reclaimed or superseded any time prior to closing time; Modification of or corrections to quotations are not acceptable after the closing time specified. Any new quotation must be marked as in Section A with the additional notation "Supersedes all previous submissions." No bidder may withdraw his quotation from consideration after closing time due to a mistake, except as permitted by Virginia Code §2.2-4330.
- J. CLARIFICATION OF TERMS: The City will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the bid documents and/or specifications shall be directed to the Purchasing Division and any material change will be submitted to all bidders through issuance of an addendum. **Any questions related to this RFO MUST be submitted to Rick Barrick no fewer than five (5) work days prior to the quotation due date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective bidders without causing an unacceptable delay in the process. Any contact with any City representative, other than that outlined within this solicitation, concerning this RFO is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
- K. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the City to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's bid. Under no circumstances shall the City be required to agree to any contractual provision (i) that would materially conflict with any provision of this request for quotation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the City's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the City's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the City.
- L. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate

State regulatory agencies. A copy of the license must be furnished upon request to the City of Charlottesville.

- M. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, and the failure is not cured **within thirty (30) days of notice to the City,** the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
- N. **DRUG-FREE WORKPLACE CLAUSE:** During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- O. **EXTRA CHARGES NOT ALLOWED:** Contractors will not be allowed extra compensation for conditions which could have been determined by examination of the documents and/or the site prior to submission of quotations.
- P. **IDLING REDUCTION REQUIREMENT:** Contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at www.charlottesville.org/purchasing under the Vendor Registration link.
- Q. **INCLEMENT WEATHER/CLOSURE OF CITY OFFICES:** If the City of Charlottesville is closed for business at the closing time specified, for whatever reason, quotations will be accepted on the next scheduled business day, at the originally scheduled time.
- R. **INDEMNIFICATION:** Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.
- S. **INSPECTION OF JOB SITE:** The vendor is responsible for thorough examination of the documents and the project site prior to submitting a quotation.
- T. **INSURANCE:** The City will not be responsible for injury or damage incurred during performance of this service and/or contract. The vendor shall file with the City certificates of policies of workers compensation, public liability, automobile liability (including non-ownership and hired vehicles liability) and property damage insurance satisfactory to the City in compliance with the law in form and amount sufficient properly to protect the City. All insurance required by this agreement shall be and remain in full force and effect for the entire life of the contract and **the City shall be named as an additional insured under such insurance contracts (except workers comp)** which shall contain a stipulation that the insurance provided shall not terminate, lapse or otherwise expire to ten (10) days written notice to that effect given by the insurance carrier to the City and that the insurance carrier will not invoke the defense of performance of a governmental function by the party of the first part in performing this contract to defeat liability or recovery under the insurance contract. The party of the first part will provide the City with a certificate of insurance carrier to the effect that the insurance has been provided as set forth in and required by this section. Workers compensation shall comply with the requirements of the laws of the Commonwealth of Virginia. The amount of insurance shall be a combined single limit coverage of \$1,000,000. No contract shall be binding upon the City until the certificate of insurance or policies

called for herein have been filed with the City and all have been approved as to form and sufficiency by the City Attorney.

- U. **OSHA STANDARDS**: All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- V. **PERMITS AND FEES**: All quotations submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Charlottesville or the Commonwealth of Virginia. The bidder must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.
- W. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE**: It is the policy of the City of Charlottesville to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the City's procurement activities. Toward that end the City of Charlottesville encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities.
- X. **TAXES**: Include only taxes applicable to the project in this bid. The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Charlottesville upon request.
- Y. **TESTING AND INSPECTION**: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- Z. **TRANSPORTATION AND PACKAGING**: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their quotations, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- AA. The terms and conditions set forth above within this Request for Quotation shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

V. **SPECIAL TERMS AND CONDITIONS**:

- A. **CANCELLATION OF CONTRACT**: The City reserves the right to cancel and terminate any resulting contract for cause or convenience, in part or in whole, without penalty, upon 30 days written notice to the contractor.
- B. **RFQ EVALUATION AND AWARD PROCEDURE**: Award will be made to the lowest responsive/responsible bidder based on the TOTAL listed in Section VI. PRICING SCHEDULE.
- C. **DELIVERY**: State your earliest firm delivery or performance date on the pricing schedule. This date may be a factor in making the award.
- D. **MSDS**: A Material Safety Data Sheet is required for all chemicals proposed to be furnished as a result of this bid. The MSDS must; list all ingredients which constitute more than 1% of the product (.1% for known or suspected carcinogens); identify the product by common or chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measures, and emergency and first aid procedures.

- VI. **METHOD OF PAYMENT**: The City shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or

delivery. Within 20 days after the receipt of an invoice or goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the City fails to make payment by the require payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.

VII. **PRICING SCHEDULE:** Award will be made to the lowest responsive/responsible bidder based on the TOTAL.

RFQ# TV10 24/7 BROADCAST INTERFACE				
Qty	UOM	Description	Unit Price	Extended Price
1	EA	24/7 Broadcast Interface as specified in the RFQ. This price shall include installation, training, and shipping. Manufacture: HP Z400 Windows XP DVS Centaris II Video DVS Audio 17" Flat Panel Monitor	\$ 7,300.00	\$ 7,300.00
1	EA	Monthly Data Subscription Fee Indicate minimum contract period: 36 Months	\$250.00/mo	\$ 9,000.00
1	EA	Yearly Maintenance and Support: 3 Years	\$ 730.00/yr	\$ 2190.00
TOTAL (Basis of Award)				\$ 18,490.00

State your earliest firm delivery or performance date. This date may be a factor in making the award. 12-15-2010

VIII. **ATTACHMENTS:**

A. VENDOR DATA SHEET

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your quotation nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: Dave Schneider Phone: 614-893-8756

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

36 Years 11 Months

4. Vendor Information:

FIN or FEI Number: 27-0616264 If Company, Corporation, or Partnership

Social Security Number: N/A If Individual

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: TSC Contact: Lonnie Pedersen

Phone: (419) 739-2200

Project: WxPoint:LIVE Premium

Dates of Service: 07/01/10 – present \$ Value: System/Install \$10,970; Monthly Data \$200; Annual Maintenance \$730

B. Company: Ketchikan Public Utilities Contact: Ed Cushing

Phone:(907) 228-5431 Fax: (907) 225-1788

Project: WxPoint:LIVE

Dates of Service: 12/15/09 – present \$ Value: System/Install \$9,720; Monthly Data \$225; Annual Maintenance \$650

C. Company: Santa Rosa Telephone Contact: Larry Huffstutler

Phone:(940) 886-2217 Fax:(940) 886-2080

Project: WxPoint:LIVE Premium

Dates of Service: 05/01/06 \$ Value: System/Install \$7,870; Monthly Data \$250; Annual Maintenance \$670

D. Company CT Communications Contact: Brian Strunk

Phone:(937) 653-4000

Project: WxPoint:LIVE

Dates of Service: 6/1/10 \$ Value: System/Install \$10,370; Monthly Data \$200; Annual Maintenance \$670

I certify the accuracy of this information.

Signed: Paul C. Neitzel Title: Paul C. Neitzel – CFO

Date: November 19, 2010

Weather Central, LLC