

## Request for Quote

*This is not a sealed bid. Quotes can be emailed or faxed to the Office of the Purchasing Division. See instructions below.*

The City of Knoxville requests your delivered price for the supply of dog food for KPD K9 unit per attached specifications. Expected order quantity is approximately forty (40) 30 lb. bags delivered every other month, delivery as needed. Delivery shall be arranged with KPD Personnel.

### SCOPE OF WORK:

Eukanuba Peak Performance 30/20 Sport

For the health of K-9s, NO SUBSTITUTIONS shall be accepted.

Quoted price must include delivery to:

City of Knoxville K-9 Facility  
3450 Vice Mayor Jack Sharp Rd  
Knoxville, TN 37914

**The City intends to issue a blanket purchase order for the term of one (1) year with two (2) optional one-year renewals.**

### Renewal Pricing:

All contracted pricing shall remain firm and fixed for the period of one year following contract execution. After the completion of the first full year term and any renewal terms thereof, the Contractor may adjust the contract price in accordance with the increase or decrease, if any, in the cost of living, using as a basis of such adjustment the "PPI industry data for Dog and cat food manufacturing, not seasonally adjusted" ("Index") for the month prior to the term expiration, published by the Bureau of Labor Statistics of the United States Department of Labor, excepting that the maximum annual increase shall not exceed 3.5%. The new rate for each year will be calculated as per the following example:

CPI for current period (Current September Index):	134.0
- CPI for previous period (Prior year September Index):	129.9
= Index point change	4.1

Index point change (4.1) ÷ Prior year September Index (129.9) = 0.032 x 100 = 3.2% index change  
3.2% index change x current price per bag = New Rate

The increase in the unit prices may occur after Contractor has given the City written notice of such change and received written approval of the increase from the **City's Contract Manager**. It shall be the Vendor's responsibility to effect the price changes on the website, and failure of the Vendor to effect such a change shall not constitute a liability or debt on the part of the City.

MODIFICATIONS: If modifications to this document are necessary, such changes will be made in the form of an addendum, posted to the Purchasing website: [www.knoxvilletn.gov/bids](http://www.knoxvilletn.gov/bids). It is the vendor's responsibility to review the website to ascertain whether such addenda have been posted.

INCLEMENT WEATHER: During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that quotes are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

**In order for your quote to be considered for award, your completed form must be received by the Purchasing Office via email, fax, or hard copy no later than 2:30 p.m. (Eastern Time) on Tuesday, December 8, 2020. Late submissions shall not be accepted.**

Prior to submitting their quote, vendors are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing).

By submitting a quote to the City of Knoxville, the submitter warrants the following:

1. The quote is good for 60 days.
2. The Quoter is licensed to conduct business in the City or County where it is headquartered.
3. The Quoter will use environmentally friendly products and services whenever possible.
4. The Quoter has not entered into any collusion with any person in respect to the pricing of this order or any other.
5. The Quoter represents and agrees to the termination clause, and indemnification clause attached to this document.  
The Quoter, to the best of its knowledge and belief, does not engage in investment activities in Iran and is not on the list created pursuant to T.C.A § 12-12-106 (available at [https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf))
6. The Quoter shall be responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

Please complete the Quote Section below and send your written quote to either the email address or fax number shown below:

Julie Smith Maxwell  
Procurement Specialist  
City of Knoxville  
[jmaxwell@knoxvilletn.gov](mailto:jmaxwell@knoxvilletn.gov)  
FAX: (865) 215-2277

#### **QUOTE SECTION**

Having carefully examined the scope of work detailed above, and having familiarized ourselves with the existing conditions of the supply of dog food for KPD K9, we hereby propose to deliver the specified product as specified above for the following sum:

Quote \$ \_\_\_\_\_ per 30lb. bag (Delivering included)

GUARANTEE of delivery no later than: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Signature of Quoting Official: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

DUNS #: \_\_\_\_\_

## **INDEMNIFICATION CLAUSE**

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.