



CITY OF KNOXVILLE
 OFFICE OF THE PURCHASING AGENT
 P.O. BOX 1631
 400 MAIN ST., ROOM 667
 KNOXVILLE, TN 37901

QUOTATION SHEET

THIS IS NOT AN ORDER

DATE: 02/07/2017 PAGE 1 Of 1

DOCUMENT NUMBER: **422651**

READ ALL INSTRUCTIONS AND CONDITIONS ON ATTACHED PAGES BEFORE QUOTING. QUOTE ON THIS FORM ONLY.
 QUOTE PRICE ON ITEMS LISTED OR EQUAL.

****ALL PRICES TO INCLUDE TRANSPORTATION CHARGES & NET TERMS UNLESS STATED OTHERWISE ****

Merchandise to be delivered to : See Contract Agreement

QUOTE will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902,
 until 02/14/2017 02:30:00 PM

Maintenance Renewal-SolarWinds SL2000

| No. | Quantity | Description | Brand | Unit | Unit Price | Total | Applicable Discount |
|-----|----------|--|-------|------|------------|-------|---------------------|
| 1 | 1 Each | Annual Maintenance Renewal: SolarWinds Netflow Traffic Analyzer Module for Solarwinds Network Performance Monitor-SL2000. Period of Performance: 3/31/2017 through 3/30/2018 | | | | | |
| 2 | 1 Each | Annual Maintenance Renewal: Solarwinds Network Performance Monitor-SL2000 (up to 2000 elements). Period of Performance: 3/31/2017 through 3/30/18 | | | | | |

IMPORTANT - State Merchandise

Delivery Date Here: _____

Buyer Name: Blackburn, Linda
 Phone: 865-215-2074
 Fax: (865) 215-2277
 Email: lblackburn@knoxvilletn.gov

(Company Name)

(Authorized Signature)

(Print Signed Name)

(Phone Number)

(Email Address)

Request for Quote

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

The City of Knoxville requests your quoted price for renewal of an ANNUAL MAINTENANCE Agreement for a Solarwinds Network Performance Monitor SL2000 (up to 2000 elements). Period of Performance: 3/30/2017 through 3/30/2018;

and
for renewal of an ANNUAL MAINTENANCE agreement for a Solarwinds NetFlow Traffic Analyzer Module for a SolarWinds Network Performance Monitor SL2000. Period of Performance: 3/30/2017 through 3/30/2018

The agreement includes up-to-date access to Tech Support, free product updates/version upgrades (including all major and minor version releases), customer only product training, and exclusive access to product pre-releases.

PAYMENT TERM: Standard payment term for the City of Knoxville is NET 30.

DELIVERY INSTRUCTIONS:

City of Knoxville
Information Systems L-123
Attn: Help Desk
400 Main Street
Knoxville, TN 37902

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/purchasing. 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. on Tuesday, February 14, 2017. Late submissions shall not be accepted.

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.
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.
6. 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/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn_Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf))

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

Linda Blackburn
Senior Buyer
City of Knoxville
lblackburn@knoxvilletn.gov
FAX: (865) 215-2277

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.