

## 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 EMC Application Xtender (version 7.0) Maintenance and Support for a one-year period of 06/13/2020-06/12-2021 per the specifications below. Must be able to support both EMC Application Xtender (version 7.0) and (version 10.0) and assist with the upgrade process from V 7.0 to V 10.0.

### SPECIFICATIONS:

- Test/Development License (AX 7.0), PN: AX-ANNUMAINT.
- 25 users PAL (AX 7.0), PN: AX-ANNUMAINT, 6/13/20-6/12/21
- 25 users PAL (AX 7.0), PN: AX-ANNUMAINT, 6/13/20-6/12/21
- 5 users (AX 7.0), PN: AX-ANNUMAINT, 6/13/20-6/12/21
- 1 user (AX 7.0), PN: AX-ANNUMAINT, 6/13/20-6/12/21
- QSP (support with AX 7.0), PN: AX-ANNUMAINT, 6/13/20-6/12/21
- Up to 10 hours on-site Technical Support to assist in performing upgrades and in development of applications using the product. PN: SERV-INS

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 Friday, May 22, 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:

Karisa Scott  
Procurement Specialist  
City of Knoxville  
[kscott@knoxvilletn.gov](mailto:kscott@knoxvilletn.gov)  
FAX: (865) 215-2277

### QUOTE SECTION

Having carefully examined the specifications detailed above for the EMC Application Xtender (version 7.0) Maintenance and Support, we hereby propose to furnish the services to do the work as stated for the following sum:

Test/Development License: \_\_\_\_\_ (Unit Price) x1 \_\_\_\_\_ = \_\_\_\_\_

25 Users PAL: \_\_\_\_\_ (Unit Price) x1 \_\_\_\_\_ = \_\_\_\_\_

25 Users PAL: \_\_\_\_\_ (Unit Price) x1 \_\_\_\_\_ = \_\_\_\_\_

5 Users: \_\_\_\_\_ (Unit Price) x2 \_\_\_\_\_ = \_\_\_\_\_

1 User: \_\_\_\_\_ (Unit Price) x3 \_\_\_\_\_ = \_\_\_\_\_

QSP: \_\_\_\_\_ (Unit Price) x3 \_\_\_\_\_ = \_\_\_\_\_

On-Site Technical Support (Up to 10 hours): \_\_\_\_\_ (Per Hour Rate) x10 \_\_\_\_\_ = \_\_\_\_\_

Total Quote \$ \_\_\_\_\_

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.