

## 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 delivered price for the supply of Commercial, Wide Angle, Christmas Lights as specified below. Price is to include all charges, including, but not limited to, delivery – FOB Destination to the Public Service Warehouse, 1440 Loraine Street, Building 10, Knoxville, Tennessee. All items are to be as specified or approved equal.

### SCOPE OF WORK:

Quantity Needed:	960 Sets
Item No:	14-996 or Approved Equal
Description:	UL 70, LED Light Set, 5MM – WIDE ANGLE – Rectified – 4"x4"x4"
Color:	Warm White
Number of lights per string:	70
Space between Lights:	4 Inches
Approximate length of string:	23 Feet
Wire Gauge:	22 Gauge Wire

### DELIVERY REQUIREMENTS:

All items are needed on or before October 31, 2018.

Each string of lights is to be packaged separately in a poly bag, (One string of lights per bag)..

**NOTE: Each string of lights must be manufactured in such a way that the bulbs can be easily unrolled and placed on the trees. Light strings that are tangled in knots or have broken bulbs are not acceptable and will be returned to vendor at vendor's expense.**

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 Wednesday, September 12, 2018. 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 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.

QUOTE FORM

Having carefully read the specifications, and having familiarized ourselves with the packaging and delivery requirements, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services necessary to supply and deliver the Christmas lights as specified for the following amount.

Cost Per Set \$ \_\_\_\_\_ x 960 Sets = \_\_\_\_\_

Item No: \_\_\_\_\_

Manufacturer \_\_\_\_\_

**Instructions: If you are not bidding as specified, please enter any exceptions in the space provided below, and include a picture of the bulbs with quote.**

Description: UL 70 \_\_\_\_\_

LED Light Set \_\_\_\_\_

5MM \_\_\_\_\_

WIDE ANGLE \_\_\_\_\_

Rectified \_\_\_\_\_

4"x4"x4" \_\_\_\_\_

Color: Warm White \_\_\_\_\_

Number of lights per Set: 70 \_\_\_\_\_

Space between Lights: 4 Inches \_\_\_\_\_

Approximate length of String: 23 Feet \_\_\_\_\_

Wire Gauge: 22 Gauge Wire \_\_\_\_\_

**Bidder guarantees delivery of no later than** \_\_\_\_\_

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

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

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

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