

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 Poly Black Signal Tunnel Visors that are compatible to CH brand traffic signals as specified below. The City intends to award a fixed price agreement to the most responsive, responsible vendor, making an initial purchase of seven hundred fifty (750) visors, as specified herein, but reserves the right to make additional purchases at the same terms and conditions during the term of the agreement. The City does not guarantee nor does it commit to the purchase of additional units. **Term of the agreement will be for one year, with option to renew for two additional years at the same terms and conditions.**

Specification:

Poly Black Signal Tunnel Visors that are compatible to CH brand traffic signals. Vendor must supply a sample to insure fit to existing signal housings prior to purchase order award. Delivery shall be included in quoted price.

Delivery address:

**City of Knoxville Signal Shop
1025 Elm St., Building 2
Knoxville, TN 37921**

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. Eastern on Wednesday, December 13, 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 in the State of Tennessee.
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)

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
FAX: (865) 215-2202

Request for Quotes –Poly Black Signal Tunnel Visors

QUOTE SECTION

Having carefully examined the specifications detailed above, for the supply of Poly Black Signal Tunnel Visors, we hereby propose to furnish the above specified items as stated for the following sum:

Quote for initial order of:

750 Units Poly Black Signal Tunnel Visors (includes shipping): = \$ _____ Total Order Cost

Pricing for future orders:

Poly Black Signal Tunnel Visors (includes shipping): Per order of **250 Units** = \$ _____ Total Order

Fixed Price Agreement: The City intends the immediate purchase of 750 visors, with the option to purchase additional visors at the same fixed price for the term of the contract. The City does not guarantee nor does it commit to the purchase of additional items.

GUARANTEE of availability no later than: _____

Firm Name: _____

Signature of Quoting Official: _____

Telephone: _____

Email: _____

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.