

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 PPV fans compatible with DeWalt 20/60/120V MAX tools for use by the City of Knoxville Fire department. The City intends to make an immediate purchase of six (6) fans, as specified herein, but reserves the right to make additional purchases at the same terms and conditions during the term of the agreement. Additionally, the City intends to award a contract in the form of a Blanket Purchase Order for the term of one (1) year with two (2) optional one-year renewals at the same terms and conditions, upon mutual consent of both the City and the Contractor, for future purchases of same items as specified. The City does not guarantee nor does it commit to the purchase of additional items.

Specification:

Any reference to specific brand name(s) in this Request for Quotes is intended to be descriptive, not restrictive, and is included for the sole purpose of indicating the type, quality, and compatibility needs of equipment desired by the City. Quote submissions offering other than the named component must include detailed specifications for evaluation by the City to determine if the substituted product meets or exceeds the standards and compatibility requirement of the named component.

PPV Fan:

Super Vac 18" PPV Valor Series model V18-BD (or approved equal PPV fans compatible to batteries for DeWalt 20/60/120V MAX tools.) Must include 5 year warranty and undergo testing in accordance with AMCA publication 240. Vendor must supply a sample of substituted items to insure fit and compatibility to existing DeWalt battery inventory prior to purchase order award. **Delivery shall be included in quoted price.**

Optional items:

DeWalt Flexvolt 9.0Ah battery (No substitutions)

DeWalt Flexvolt 12.0Ah battery (No substitutions)

Delivery address:

**City of Knoxville Fire Department
Station #9
1625 Highland Ave
Knoxville, TN 37916**

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. 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 Thursday, January 16, 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.

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/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))
7. 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
FAX: (865) 215-2277

QUOTE SECTION

Having carefully examined the specifications detailed above, for PPV fans compatible with DeWalt 20/60/120V MAX tools, we hereby propose to furnish the above listed items as stated for the following sum:

Quote for initial order of:

6 PPV fans (includes shipping): = \$_____ Total Order Cost

Pricing for future orders:

PPV fan (includes shipping): Per item = \$_____ Cost per fan

DeWalt Flexvolt 9.0Ah battery (includes shipping): Per item = \$_____ Cost per battery

DeWalt Flexvolt 12.0Ah battery (includes shipping): Per item = \$_____ Cost per battery

Fixed Price Agreement: The City intends to award a contract in the form of a Blanket Purchase Order for the term of one (1) year with two (2) optional one-year renewals. The City does not guarantee nor does it commit to the purchase of additional items.

GUARANTEE of availability no later than: _____

Firm Name: _____

Name and Title of Quoting Official: _____

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.