

## 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 total price for the supply of various Spring plants as specified below.

### Specification:

All plants are to be in 4" pots (unless otherwise stated). Plants must be first quality and compact growth. All plants must be insect, disease, and pathogen free. All plants are to come from a state certified nursery only. Vendor must be able to show proof of certification. Plants will be picked up on a staggered schedule by Horticulture crews between April 10, 2017 and May 28, 2017. Horticulture staff will inspect product before acceptance.

Gin White Wax Begonia	30 Each
Vodka Wax Begonia	30 Each
White Wave Petunia	25 Each
Purple Wave Petunia	25 Each
Yellow Marigold	150 Each
Japanese Pachysandra	500 Each
Purple Wildberry Coneflower (1 gallon container)	16 Each
Vinca	6500 Each
Celosia Plume	755 Each

**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](http://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 Thursday, January 19, 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](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

### QUOTE SECTION

Having carefully examined the specifications detailed above, for the supply of Spring plants and flowers, we hereby propose to furnish the above listed items as stated for the following sum:

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

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.