

## 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 EMC ApplicationXtender annual maintenance and support; EMC QuickScan Pro upgrade and support; test/development license(s) as specified on the attached bid form; and up to 10 hours of onsite technical support to assist in performing upgrades, and in development of applications using the product.

Price is to include all charges.

Bid will be awarded all or none.

**VENDOR REGISTRATION:** Prior to submitting their bids, bidders are to be registered with the Purchasing Division setting up a Vendor Self-Service Account. Instructions for registering on-line are available at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing). Bid submissions from un-registered bidders may be rejected.

**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 Monday, June 12, 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.
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 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**

The successful proposer will be required to sign a contract which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

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.

## **TERMINATION CLAUSE**

1. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a). The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.
2. The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services wherein the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.
3. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.
4. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.
5. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

CITY OF KNOXVILLE

BID FORM

TO: Purchasing Agent  
City of Knoxville  
Suite 667-674  
City/County Building  
400 Main Street  
Knoxville, TN 37902

Having carefully examined the specifications entitled "EMC Application Xtender Annual Maintenance and Support" to open on Monday, June 12, 2017, at 2:30 p.m. and the other contract documents and addenda, and having familiarized ourselves with the licensing and support requirements, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work as specified for the following amounts:

ITEM 1.	TOTAL
Up to ten (10) hours <u>on-site</u> Technical Support to assist In performing upgrades in Development of applications using the product.	Cost per Hour _____ x 10 = _____
ITEM 2.  EMC ApplicationXtender 5 Users annual maintenance and support 6/13/17-6/12/18	_____
ITEM 3.  EMC ApplicatonXtender capture Annual maintenance and Support 6/13/17-6/12/18	_____
ITEM 4.  EMC ApplicationXtender 25 users PAL annual maintenance and Support 6/13/17-6/12/18	_____
ITEM 5.  EMC ApplicationXtender 3 User Bundle with QuickScan Pro Annual upgrade and support 6/13/17-6/12/18	_____
ITEM 6.  EMC QuickScan Pro Annual Upgrade and support 6/13/17-6/12/18	_____

**ITEM 7**

EMC ApplicationXtender 25  
Users PAL annual maintenance  
and support 6/13/17-6/12/18

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**ITEM 8.**

EMC QuickScan Pro Annual  
Upgrade and support  
Test/Development License  
6/13/17-6/12/18

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**ITEM 9.**

EMC Application Xtender  
Annual upgrade and support  
Test/Development License  
6/13/17-6/12/18

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**ITEM 10.**

EMC ApplicationXtender  
Capture annual maintenance  
and support 6/13/17-6/12/18

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**ITEM 11.**

EMC ApplicationXtender 5 users  
Annual maintenance and support  
6/13/17-6/12/18

\_\_\_\_\_

**TOTAL**

\_\_\_\_\_

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

Official Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Name Typed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Phone Number)