



**CITY OF KNOXVILLE**  
 OFFICE OF THE PURCHASING AGENT  
 P.O. BOX 1631  
 400 MAIN ST., ROOM 667  
 KNOXVILLE, TN 37901

**QUOTATION SHEET**

**THIS IS NOT AN ORDER**

DATE: 05/12/2017 PAGE 1 Of 1

DOCUMENT NUMBER: **443658**

READ ALL INSTRUCTIONS AND CONDITIONS ON ATTACHED PAGES BEFORE QUOTING. QUOTE ON THIS FORM ONLY.  
 QUOTE PRICE ON ITEMS LISTED OR EQUAL.

**\*\*ALL PRICES TO INCLUDE TRANSPORTATION CHARGES & NET TERMS UNLESS STATED OTHERWISE \*\***

Merchandise to be delivered to : City of Knoxville  
 Information Systems - L-141  
 400 Main Street  
 Knoxville TN 37902

QUOTE will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902,  
 until 05/19/2017 02:30:00 PM

**Wifi Public Access Filtering**

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	3 Each	3 Year - Wifi Public Access Cloud Filtering for 72 locations Per attached specifications and bid form.					

**IMPORTANT - State Merchandise**

Delivery Date Here: \_\_\_\_\_

Buyer Name: Blackburn, Linda  
 Phone: 865-215-2074  
 Fax: (865) 215-2277  
 Email: lblackburn@knoxvilletn.gov

\_\_\_\_\_  
 (Company Name)

\_\_\_\_\_  
 (Authorized Signature)

\_\_\_\_\_  
 (Print Signed Name)

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

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

## 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 quoted price for WiFi Public Access Filtering as specified below.

### **SPECIFICATIONS: WIFI PUBLIC ACCESS FILTERING REQUIREMENTS**

1. The filtering will be used for Access Points available to the Public.
2. Provides a secure setting for WiFi guests to browse online by preventing exposure to inappropriate content and protecting the integrity of the network by blocking malware.
3. Central Management for setup and reporting.
4. Must be category based in setting up filtering of Web sites.
5. Must be able to manage multiple Access Points located at different locations.
6. No client software to install.
7. Cloud Base.
8. Unlimited transactions.
9. Detailed reporting by Access Point.
10. Pricing for monthly, yearly and 3 years. (Price to include all charges.)

### **ADDITIONAL INFORMATION:**

As of this date, service is required at seventy-two (72) locations. During the term of this agreement, the number of locations may increase or decrease based upon the needs of the City. The City reserves the right to add additional locations as needed, and if required, at the quoted monthly price, multiplied by the total number of months remaining in the agreement. Service at all locations will end simultaneously.

**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 Friday, May 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.
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 insurance requirements, 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 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.

## QUOTE SECTION

Having carefully examined the specifications and service requirements detailed above, and having familiarized ourselves with the requirements for Wifi Public Access Filtering, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work and provide the service as stated for the following amounts:

Wifi Public Access  
Filtering as specified

Name of Proposed Service Provider \_\_\_\_\_

Identifying Number \_\_\_\_\_

	Cost Per Month		Cost Per year		Total cost for service per location for (3) years.
Cost per location	_____	x	12 Mo=	_____	x 3 years = _____ per location.

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

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

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

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