



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

SEALED BID

THIS IS NOT AN ORDER

DATE: 11/05/2009 PAGE 1 OF 2

DOCUMENT NUMBER: 45089,1

READ ALL INSTRUCTIONS AND CONDITIONS ON ATTACHED PAGES BEFORE BIDDING. BID ON THIS FORM ONLY. BID PRICE ON ITEMS LISTED OR EQUAL. NO BID RECEIVED AFTER CLOSING HOUR WILL BE ACCEPTED.

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

Merchandise to be delivered to :
 Knoxville TN

BID will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902, until 11/20/2009 11:00:00 AM

ENVELOPE TO BE SEALED AND MARKED: **Kenwood Radios**

Special Instructions:

Price to include programming if required, installation and delivery - FOB Destination.

Vendor will be required to professionally install the radios and antennae specified on customer owned vehicles. Installation is to be completed onsite unless otherwise agreed and will be scheduled as per instructions of the department.

Radios must be compatible with existing equipment and be suitable for the use for which it is intended. Any substitution of the radios specified must be approved for use by the department. The decision of the department as to the suitability of any item for use shall be final.

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	4 Each	Dual Band Mobile Radios. Kenwood TK-7/890-FSH					
		Dual Band Mobile VHF 45 watt and UHF 40 watt. 160 channel system with Full feature control head					
2	4 Each	Dual Band portable Radios. Kenwood Portable TK-372K-437 UHF 32 channel portable with LCD alphanumeric display. 4 watts RF power includes nicad battery and rapid charger					

IMPORTANT - State Merchandise
 Delivery Date Here: _____

Buyer Name: Crabtree, Linda
 Phone: 865-215-2074
 Fax: (865) 215-2277
 Email: LCRABTREE@cityofknoxville.org

 (Company Name)

 (Authorized Signature)

 (Print Signed Name)

 (Phone Number)

 (Email Address)

INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing quotation.
2. State brand or make on each item. If quoting on other than the make, model or brand specified, the manufacturer's name and catalogue number must be given.
3. Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to upon award. If time varies on different items, the bidder shall so state.
4. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
5. The Purchasing Agent reserves the right to reject any or all bids, to accept or reject any items thereon, to waive technicalities, to split orders if in the best interest of the City, and to evaluate bids by various criteria and to accept any bid which, in his opinion, may be for the best interest of the City.
6. Samples of items, when required, must be furnished free of expense to the City and if not called for within fifteen days from date of bid opening, same will be disposed of to the best interest of the City.
7. Verify your quotations before submission as they cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
8. If you do not quote, return this sheet and state reason.
9. If Federal Excise Tax applies, show amount of same and deduct. Bear in mind that the City is exempt from the Tennessee Sales Tax.
10. PRICES CONSIDERED F.O.B. KNOXVILLE UNLESS OTHERWISE STATED.
11. Failure to observe the above instructions and conditions will constitute grounds for rejection of your bid.
12. Attention of all bidders is directed to the set of provisions contained in Chapter 24, Article II, Section 24-33 entitled, "Debts owed by persons receiving payments other than salary" of the Code of the City of Knoxville.
13. Before a contract will be signed by the City, the submitting entity, if selected, must provide the City Purchasing Office with a copy of its valid business license or with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location.

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.