

**CITY OF JOHNSON CITY**  
**PURCHASING DEPARTMENT**  
 209 WATER STREET, P.O. BOX 2150  
 JOHNSON CITY, TN 37601/37605  
 PHONE 423-975-2715 FAX: 423-975-2712  
 purchasing@johnsoncitytn.org



Invitation to  
**Quote**

<b>DATE</b> 4/18/2024	<b>QUOTE NOT LATER THAN</b> 4/26/24 by 4:00 pm	<b>DELIVERY TIMEFRAME:</b>	<b>TIMEFRAME PROPOSED:</b>
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**ITQ 2024-18 NEW VEEAM DATA PLATFORM ADVANCED ENTERPRISE SOCKET LICENSING**

<b>QUOTE RESPONSE MUST BE SUBMITTED</b> <b>TO: City of Johnson City Purchasing Office</b>  REPLY VIA MAIL, EMAIL or FAX Purchasing@johnsoncitytn.org <a href="#">ELECTRONIC RESPONSES: CLICK HERE</a>	<b>WE QUOTE YOU AS BELOW</b>	
	<b>NAME OF COMPANY:</b> _____  <b>ADDRESS:</b> _____ _____  <b>PHONE:</b> _____  <b>BY: (SIGNATURE)</b> _____ <b>OFFICAL TITLE:</b> _____  <b>QUOTATION DATE:</b> _____  <b>EMAIL ADDRESS:</b> _____	
<b>DEPARTMENT CONTACT (for inquiries only):</b> Jon Stacey 423-434-2236 jonrstacey@johnsoncitytn.org		
<b>F.O.B. DELIVERED, FREIGHT PREPAID &amp; ALLOWED.</b>  <b>BASE YOUR QUOTATION ON THE TERMS AND CONDITIONS INCLUDED AND/OR PRINTED HEREON.</b>  <b>TERMS: NET 30 DAYS</b>  <b>QUOTE ON THIS FORM AS BELOW:</b>		

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
10	NEW VEEAM DATA PLATFORM ADVANCED ENTERPRISE SOCKET LICENSING 1 YR of 24/7 support included PN# P-ADVENT-VS-PP000-00	\$ _____	\$ _____

Vendor's past performance may be a consideration in the awarding of this contract



## INVITATION TO QUOTE GENERAL TERMS AND CONDITIONS (Read Carefully)

### 1. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a request for quotation does not commit the City to make an award. The City reserves the right to postpone or reject any or all submittals, to waive informalities and to accept the ITQ judged to be in the best interest of the City.

### 2. ADDENDA

Addendum's will be issued to all known interested parties and posted on the City's website (listed above). All addenda issued shall become part of the ITQ documents. It is the vendor's responsibility to determine and acknowledge any or all addenda's issued for a solicitation.

### 3. AWARD

An award, if made, shall be to the lowest responsible, responsive vendor(s) or best quotation meeting quality and performance standards as described in the solicitation documents and whose ITQ is determined to be in the best interest of the City. The City also reserves the right to award this product/service based on other contracts in-place (state or cooperative contracts), as maybe in our best interest.

### 4. AWARD PERIOD

The City shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

### 5. ITQ TABULATIONS & AWARD RECOMMENDATIONS

ITQ tabulations will be posted and available no later than the next business day on our above website. Select "awarded/opened solicitations". Award recommendations, when ready, will also be posted there.

### 6. BRAND NAMES

By referencing a brand name or equal, the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

### 7. CONDITION STANDARDS

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

### 8. DEFAULT

In case of contractor default or failure to provide material or service according to the solicitations, the City may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; or (3) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The City reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Director of Purchasing.

### 9. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

### 10. DISCOUNT AND PAYMENT

Payment terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered. Partial payment will be allowed only if addressed in the solicitation.

### 11. EQUAL OPPORTUNITY

It is the policy of the City of Johnson City to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

### 12. EVALUATION

ITQ's will be evaluated according to the criteria set forth in the document with the degree of importance determined by the City.

### 13. EXAMINATION OF ITQ'S

ITQ's and associated documents may be examined after award.

### 14. FOB (FREE-ON-BOARD) POINT

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated City location.

### 15. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, city employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

### 16. INSPECTION

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the City. Rejected materials will be returned at the vendor's expense.

### 17. INSURANCE

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the City for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

### 18. LICENSES, FEES, PERMITS

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Johnson City in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

### 19. MULTIPLE ITEM AWARD

The City will determine the successful vendor(s) either on the basis of the individual line items or the total of all items. ALL OR NONE submittals must be clearly identified on the quote form and will be considered only if in the City's best interest.

### 20. NON-COLLUSION AGREEMENT

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this itq to the City of Johnson City, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said ITQ have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Johnson City has promised any personal, financial

or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

**21. PARTS AND SERVICE**

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

**22. PENALTIES**

Vendors may be removed from our active vendor system for any of the following:

- ◆ Failure to respond to three consecutive solicitations
- ◆ Failure to meet delivery requirements
- ◆ Failure to furnish items as a result of a solicitation
- ◆ Failure to provide service or material as a result of the award
- ◆ Offers of gratuities or favors to any City employee

**23. PRICING**

All pricing must appear in the spaces provided on the city's form (if applicable) and be in ink or typed. Changes or corrections by the vendor must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The City will correct math computation errors (unit price & totals). No pricing may be altered or amended after submittal deadline. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

**24. PROPRIETARY/CONFIDENTIAL INFORMATION**

Vendors are hereby notified that all information submitted as part of, or in support of, itq's will be available for public inspection after award of such itq, in compliance with Tennessee Statutes.

**25. PROTEST PROCEDURE**

Any protest to the award of a contract by the City of Johnson City shall be submitted in writing to the Director of Purchasing with a copy to the City Manager and delivered not later than seven (7) calendar days from the date of the city's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the City of Johnson City or Cash) submitted to the Purchasing Director before the City will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the City Manager the bond will be retained to cover costs associated with the protest.

**26. QUESTIONS**

Questions must be received by the City at least two (2) working days prior to the submittal deadline. No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing, in the form of an addendum. ,

**27. SAFETY STANDARDS**

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA/TOSHA and any related standards thereto.

**28. SAMPLES**

Samples will be furnished at no charge to the City. They will remain in the Purchasing Department for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the City. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample.

**29. SIGNATURE ON ITQ'S**

The itq form must contain the full name and address of the company and be signed in Ink by a person authorized to bind that company to a contract.

**30. SUBMITTAL OF ITQ'S**

Any forms furnished by the city must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. FACSIMILE OR E-MAIL RESPONSES ARE ACCEPTABLE. Quotes are due by the deadline posted on the ITQ.

**31. TAXES**

The City is exempt from Federal excise tax, State, and city sales tax. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or in the performance of a repair or construction contract. Tax exemption certificates will be furnished upon request.

**32. TERM OF CONTRACT**

Unless otherwise stated, the City reserves the right to purchase like items at the same contract price for a period of one year from the award date subject to agreement of both parties. The City may cancel any contract for cause following written notification of ~~itert~~

**33. WARRANTY**

Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

**34. ADDITIONAL DOCUMENTS**

Any document superfluously provided and not requested in the solicitation document may not be considered.

March 18, 2024