



**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: 09/20/2018 PAGE 1 Of 1

DOCUMENT NUMBER: **552671**

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 : See delivery instructions

QUOTE will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902,  
 until 09/28/2018 02:30:00 PM

**LABOR TO REPAIR TRANSMISSION**

**Special Instructions:**  
 Direct all questions to jtucker@knoxvilletn.gov. The City will be responsible for supplying the repair parts to the vendor and the vendor must agree to warranty all parts and workmanship.

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	1 Each	LABOR ONLY for the transmission rebuild of 2015 New Holland model T5105 tractor w/ side mount mower. Pickup/delivery fees should be quoted separately. Vendor will be responsible for removing the side mower in order to complete the rebuild.					

**IMPORTANT - State Merchandise**  
**Delivery Date Here:** \_\_\_\_\_

Buyer Name: Tucker, James  
 Phone: 865-215-2064  
 Fax: (865) 215-2277  
 Email: jtucker@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 the item listed on the attached quotation sheet; award will result in a purchase order from the City of Knoxville. The following request is for labor only to rebuild the transmission on a 2015 New Holland model T5105 tractor. A separate price must be quoted for the pickup and delivery of the tractor from our heavy equipment facility located at 1400 Loraine Street. The tractor presently has a side mounted mower and it will have to be removed in order to do the repair. The labor cost quoted must include the removal of any obstruction in order to complete the rebuild. The City will be responsible for supplying all repair parts for the transmission and the vendor must warranty all parts and workmanship. **In order for your quote to be considered for award, your completed form must be faxed or emailed to the Senior Buyer no later than 2:30 p.m., September 28, 2018.**

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 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 <http://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library-information-library/List> of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17. pdf)
7. The Quoter shall be responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

### QUOTE SECTION

Having carefully examined the request for labor only to rebuild the tractor transmission, we hereby propose to supply the equipment and labor for the following sum:

Total price for rebuild \$ \_\_\_\_\_

Pickup/Delivery of equipment \$ \_\_\_\_\_

GUARANTEED completion of rebuild: \_\_\_\_\_ days after receiving the repair parts.

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

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

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

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

Please send your written quote to either the email address or fax number shown below:

James Tucker  
Senior Buyer  
City of Knoxville  
jtucker@knoxvilletn.gov  
FAX: (865) 215-2277

## **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.