



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: 06/10/2019 PAGE 2 Of 2

DOCUMENT NUMBER: **600675**

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 : Department of Engineering Sign Shop
1025 Elm Street
Attn: Bryan Gilbert
Knoxville TN 37921

QUOTE will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902,
until 06/17/2019 02:30:00 PM

TRAFFIC POSTS

Special Instructions:

Price quoted must include all freight and delivery charges. Direct all
questions to jtucker@knoxvilletn.gov.

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	160 Each	Tuff Curb XLP Yellow and Tuff Curb XLP White made by Impact Recovery Systems 80 pieces of yellow curb and flex post _____/ea 80 pieces of white curb and flex post _____/ea					

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 traffic posts manufactured by Impact Recovery Systems or an acceptable product. Our Traffic Engineering group is in need of 80 pieces of the yellow and 80 pieces of the white Tuff Curb XLP sections. The price quoted must include all shipping charges and will be delivered to 1025 Elm Street, Knoxville, TN 37921. **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., June 17, 2019.**

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](http://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library-information-library/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106%20Iran%20Divestment%20Act%20updated%207.7.17.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 specifications concerning the traffic posts, we hereby propose to supply the product as specified for the following sum:

Total price (includes freight) \$ _____

GUARANTEED delivery: _____ days after receiving the order.

Firm Name: _____

Signature of Quoting Official: _____

Telephone: _____

Email: _____

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

Request for Quotes –Traffic Posts

James Tucker
Senior Buyer
City of Knoxville
jtucker@knoxvillekn.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.