# 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: 12/20/2019 PAGE 1 Of 1

DOCUMENT NUMBER: 629682

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 12/27/2019 02:30:00 PM

#### HYDRAULIC CYLINDERS

## Special Instructions:

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

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	1 Each	Four (4) replacement hydraulic cylinders for KFD Ladder 20, Fleet #36206. Requested cylinders must originate from a Ferrara or Smeal Fire Apparatus vendor.					

IMPORTANT - Delivery Dat	State Merchandise	(Company Name)			
-	Tucker, James	(Authorized Signature)			
	865-215-2064 (865) 215-2277	(Print Signed Name)			
Email:	jtucker@knoxvilletn.gov	(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 4 hydraulic cylinders for a KFD ladder truck. As stated in the request, the cylinders must originate from a Ferrara or Smeal fire apparatus vendor. The cylinder will be delivered to our heavy equipment shop located at 1400 Loraine Street, Knoxville, TN 37921 and there will be no cores involved. The price quoted must include all freight and delivery charges. 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., December 27, 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 <a href="http://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library-information-library/List">http://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library-information-library/List</a> 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 specifications concerning the hydraulic cylinders for the KFD ladder truck, we hereby propose to supply the cylinders as specified for the following sum:						
Total price (includes freight of materials) \$/ea						
GUARANTEED completion: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: 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.