

Request for Quote

This is not a sealed bid. Quotes can be emailed or faxed to the Office of the Purchasing Division. See instructions below.

The City of Knoxville requests your delivered price for **one (1)** Open-Top Popcorn Machine to be delivered to the Knoxville Convention Center at 701 Henley Street, Knoxville, TN 37902.

SPECIFICATIONS: Unit should be Open-Top Cornado Popcorn Machine, 36 oz, Model 2139E or equivalent to specifications listed below. All shipping charges are to be included in the quoted price.

- Electrical Specifications
 - 120/208v, 4 wire (2 hot, 1 neutral, 1 ground), 60 Hz
 - 6325 watts
 - 30 amp plug & receptacle provided
- Dimensions
 - 60 inches wide
 - 30 inches deep
 - 67 ½ inches high
- Oil Delivery System
 - Equipped with a Bag-In-Box oil pump
- Agency Approvals
 - UL, CUL, NSF

MODIFICATIONS: If modifications to this document are necessary, such changes will be made in the form of an addendum, posted to the Purchasing website: www.knoxvilletn.gov/bids. It is the vendor's responsibility to review the website to ascertain whether such addenda have been posted.

INCLEMENT WEATHER: During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that quotes are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

In order for your quote to be considered for award, your completed form must be received by the Purchasing Office via email, fax, or hard copy no later than 2:30 p.m. (Eastern Time) on Wednesday, September 11, 2019. Late submissions shall not be accepted.

Prior to submitting their quote, vendors are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing.

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 City or County where it is headquartered.
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 termination clause, and indemnification clause attached to this document.

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 <https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information->

6. The Quoter shall be responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

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

Karisa Scott
Procurement Specialist
City of Knoxville
kscott@knoxvilletn.gov
FAX: (865) 215-2277

QUOTE SECTION

Having carefully examined the specifications detailed above for the Open-Top Popcorn Machine, we hereby propose to furnish the requested unit for the following sum:

Quote \$ _____

GUARANTEE of delivery no later than: _____

Firm Name: _____

Signature of Quoting Official: _____

Telephone: _____

Email: _____

DUNS #: _____

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.