



**CITY OF KNOXVILLE**

OFFICE OF THE PURCHASING AGENT  
P.O. BOX 1631  
400 MAIN ST., ROOM 667  
KNOXVILLE, TN 37901

**SEALED BID**  
**THIS IS NOT AN ORDER**

DATE: 10/20/2009 PAGE 1 Of 1

DOCUMENT NUMBER: **45082**

READ ALL INSTRUCTIONS AND CONDITIONS ON ATTACHED PAGES BEFORE BIDDING. BID ON THIS FORM ONLY. BID PRICE ON ITEMS LISTED OR EQUAL. NO BID RECEIVED AFTER CLOSING HOUR WILL BE ACCEPTED.

**\*\*ALL PRICES TO INCLUDE TRANSPORTATION CHARGES & NET TERMS UNLESS STATED OTHERWISE \*\***

Merchandise to be delivered to : FLEET SERVICES GARAGE  
1400 LORAIN STREET  
Knoxville TN 37921

BID will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902, until 11/04/2009 11:00:00 AM

ENVELOPE TO BE SEALED AND MARKED: **HYDRAULIC POWERED SHEAR**

**Special Instructions:**

Direct all questions to Steve Beauman at (865)215-3673.

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	1 Each	One (1) 220 Volt, three-phase hydraulic powered shear, 120" length, 10-gauge mild steel capacity. See attached specifications.					

**IMPORTANT - State Merchandise**

Delivery Date Here: \_\_\_\_\_

Buyer Name: Tucker, James  
Phone: 865-215-2064  
Fax: (865) 215-2277  
Email: JTUCKER@cityofknoxville.org

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Signed Name)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Email Address)

## Specifications

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Max. Shear Length	120"
Max Material Thickness - Mid Steel	10 ga / .135"
Max Material Thickness - Stainless Steel	13 ga / .090"
Strokes / Minute	20
Front Gauge Length	24"
Back Gauge Length	24"
Shear Angle	2 degrees
Motor	7.5 hp
Power Requirement	220 volt / 3 phase
Shipping Dimensions (L/W/H)	145" / 45" / 60"
Shipping Weight	6600 lbs

## INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing quotation.
2. State brand or make on each item. If quoting on other than the make, model or brand specified, the manufacturer's name and catalogue number must be given.
3. Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to upon award. If time varies on different items, the bidder shall so state.
4. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
5. The Purchasing Agent reserves the right to reject any or all bids, to accept or reject any items thereon, to waive technicalities, to split orders if in the best interest of the City, and to evaluate bids by various criteria and to accept any bid which, in his opinion, may be for the best interest of the City.
6. Samples of items, when required, must be furnished free of expense to the City and if not called for within fifteen days from date of bid opening, same will be disposed of to the best interest of the City.
7. Verify your quotations before submission as they cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
8. If you do not quote, return this sheet and state reason.
9. If Federal Excise Tax applies, show amount of same and deduct. Bear in mind that the City is exempt from the Tennessee Sales Tax.
10. PRICES CONSIDERED F.O.B. KNOXVILLE UNLESS OTHERWISE STATED.
11. Failure to observe the above instructions and conditions will constitute grounds for rejection of your bid.
12. Attention of all bidders is directed to the set of provisions contained in Chapter 24, Article II, Section 24-33 entitled, "Debts owed by persons receiving payments other than salary" of the Code of the City of Knoxville.
13. Before a contract will be signed by the City, the submitting entity, if selected, must provide the City Purchasing Office with a copy of its valid business license or with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location.

## 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.