

**CITY OF SAN ANGELO  
REQUEST FOR BIDS**

**VEHICLE MAINTENANCE  
MOWING EQUIPMENT**



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**CITY OF SAN ANGELO  
106 S. CHADBOURNE ST.  
SAN ANGELO, TEXAS 76903**

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**SUBMITTAL DEADLINE  
February 12, 2010, 2:00 P.M.**

**RFB No. VM-08-10**



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*This Table of Contents is intended as an aid and not as a comprehensive listing of the proposal package. Bidders are responsible for reading the entire proposal package and complying with all specifications.*

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## **1. Introduction**

The City of San Angelo Vehicle Maintenance Department is requesting bids for the purchase of mowing equipment.

### **1.1. Disqualification**

The bidder may be disqualified for any of the following reasons:

- The bidder is involved in any litigation against the City of San Angelo;
- The bidder is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The bidder is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

### **1.2. Digital Format**

If Respondents obtained the bid specifications in digital format in order to prepare a proposal, ***the bid must be submitted in hard*** copy according to the instructions contained in this bid package. If, in its bid response, Respondents makes any changes whatsoever to the published bid specifications, the bid specification ***as published*** shall control. Furthermore, if an alteration of any kind to the bid specification is discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

### **1.3. Addenda**

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Department will issue an addendum addressing the nature of the change. Respondents must **sign it and include it in the returned proposal package.**

### **1.4. Interpretations**

All questions about the meaning or intent of the Contract Documents, including specifications shall be submitted to Owner in writing. Replies will be issued by Addenda mailed, faxed, emailed, or delivered to all parties recorded by Owner as having received the bid documents. Questions received less than seven days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

### **1.5. Confidentiality**

All bids submitted shall remain confidential. After award, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

### **1.6. Award of Contract**

The City reserves the right to accept or reject any or all bids, and to waive any informalities or irregularities in the RFB process. The City is an equal opportunity employer.

### **1.7. Acceptance of Proposal Content**

Before submitting a proposal, each Bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the Bidder receives an award, failure to have made such investigation and examinations will in no way relieve the Bidder from his obligation to comply in every detail with all provisions and requirements.

### **1.8. Copies Of Bid Tabulation Results**

For a copy of the Bid Tabulation results, send a self-addressed stamped envelope to: Purchasing Department, City of San Angelo, P.O. Box 1751, San Angelo, Texas 76902-1751

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## **CITY OF SAN ANGELO**

### **PURCHASING DEPARTMENT**

**P.O. Box 1751, SAN ANGELO, TEXAS 76902-1751**

**TEL: (325) 657-4219**

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## **2. Deadline And Delivery Location**

### **2.1. Deadline**

Sealed Request for Bids (RFB) submittals must be received and time stamped, **February 12, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time.

### **2.2. Copies**

Submit one (1) original and one(1) complete unbound copy of your bid.

### **2.3. Sealed Envelope Formatting**

Mark Sealed Bid Envelope: **"RFB NO. VM-08-10/Mowing Equipment"**

### **2.4. Delivery Envelope Formatting**

Mark delivery envelope "Sealed Bid Enclosed"

### **2.5 Delivery Addresses:**

**USPS:**                   **City of San Angelo**  
Purchasing Department  
**RFB: VM-08-10**  
P.O. Box 1751  
San Angelo, Texas 76902-1751

**DELIVERY SERVICES:**   **City of San Angelo**  
Purchasing Department  
**RFB: VM-08-10**  
106 S. Chadbourne St., RM 204  
San Angelo, Texas 76903

**Faxed or electronically transmitted bids will not be accepted**

### **2.5. Points Of Contact**

**Laura Brooks, Purchasing Specialist**  
Purchasing Department  
City of San Angelo  
P.O. Box 1751  
San Angelo Texas, 76902-1751  
Email: laura.brooks@sanangelotexas.us  
Telephone: (325) 657-4219

**Patrick Frerich, Superintendent**  
Vehicle Maintenance  
City of San Angelo  
1727 St. Ann  
San Angelo Texas, 76905  
Email: patrick.frerich@sanangelotexas.us  
Telephone: (325) 657-4329

<p><b><i>It is the sole responsibility of the bidder to ensure that the sealed RFB submittal arrives at the above location by the specified deadline regardless of method chosen by the firm for delivery.</i></b></p>
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## CITY OF SAN ANGELO

### PURCHASING DEPARTMENT

P.O. Box 1751, SAN ANGELO, TEXAS 76902-1751

TEL: (325) 657-4219

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## 2. Instructions To Bidders

### 3.1. Proposal/Bid Interpretation

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawings, specifications, etc. must be requested in writing seven (7) days prior to the deadline to the **Purchasing Department, City of San Angelo, P.O. Box 1751, San Angelo, TX 76902-1751** to allow sufficient time for evaluation and reply to all prospective bidders before the submission of their bids. The bid invitation number must appear on all correspondence, inquiries, etc. pertaining to the invitation. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the written agreement.

### 3.2. Specifications

The specifications herein shall be the basis of comparison and where a definite item is specified it is not the intention to discriminate against any product made by another manufacturer, but rather, the intention is to set a definite standard, style, and function. Bidders are required to quote equipment that will meet or exceed the minimum or maximum specifications herein.

### 3.3. Substitutions

It is the intention of the City of San Angelo to purchase equipment similar or equal to that specified. **Variation from the specification must be noted in bid by bidder. Absence of noted variations will be interpreted to mean that the item quoted is in exact accordance with the specification.** Each bidder, if not bidding on specified equipment, is required to furnish with his bid, a complete detailed description, and specifications of each item upon which he is bidding, supported by the manufacturer's catalog, photographs, guarantee, complete name, and any other pertinent information. An "or equal" item must reflect the general appearance, design, dimensions, or color of the item specified. Samples, if required, shall be furnished free of expense to the City. Samples not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with Bidder's name, address, and Bid Number reference. Approval of substitute "or equal" items remains with the City and in all cases is final. In the event an item is not accepted as an "or equal", the City may allow the vendor to supply the remaining items meeting specifications at the bid price.

### 3.4. Materials

The bidder certifies all materials and equipment supplied resulting from this bid invitation shall be new and unused, unless noted elsewhere in the invitation.

### 3.5. Corrections, Additions, Or Deletions

Corrections, additions, or deletions to any portion of the invitation will be in the form of a written amendment or addendum.

### 3.6. Bid Items

Bidders are expected to examine all specifications, drawings, standard provisions, and instructions. FAILURE to do so will be at the bidder's risk. Bids are to be submitted on each item and total extended, however more than one bid may be submitted on products meeting the specifications.

### 3.7. Taxes

All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be executed upon request. **The City's federal tax identification number is 75-6000-659-9.**

### 3.8. Authorized Signature

Bids must show vendor name, address, and be manually signed. The person signing the bid must have authority to bind his firm in a contract. Any erasures or other changes must be initialed by the person signing the offer.

### 3.9. Modification Or Withdrawal Of Bids

Bid pricing **CANNOT** be altered or amended after the closing time. Bids may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Department. A bid may also be withdrawn in person by a bidder or his authorized agent, provided his identity is made known and he signs a receipt for the bid. No bid may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Department.

**3.10. Prices**

Bidder is to quote its lowest and best price Free On Board (F.O.B.) destination on each item to shipping location in San Angelo, Texas unless otherwise specified in the invitation. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts will be taken, if earned. Bids must be firm, however if a bidder believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid. Pricing is to be submitted on units of quantity specified with extended totals, however in the event of a discrepancy in extension, the unit prices shall govern. Pricing shall be entered on the Bid Sheet in ink or typewritten.

**3.11. Delivery Date**

Bid must show the number of calendar days required to place the materials at the place of destination under normal conditions. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disregarded.

**3.12. Default In Delivery**

The vendor must keep the City advised at all times as to the status of the order. When delivery delay can be foreseen, the vendor shall give prior notice to the Purchasing Department who shall have the right to extend the delivery date if reasons for delay are reasonable and acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

**3.13. Delivery Times**

Deliveries will be accepted only during normal working hours, i.e.; 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m., Monday thru Friday, unless prior arrangements have been made. For large orders, 24 hours notice to the Receiving Department is required to eliminate delays in delivery.

**3.14. Evaluation Factors**

The City will award purchase orders and/or contracts to the lowest and best responsible bidder which represents the most advantageous bid to the City, price, and other factors considered. In determining the most advantageous bid or proposal, the factors below may be considered:

In evaluating Bids, the Owner shall consider the Criteria for determining Lowest Responsible Bidder adopted by the City Council and included herein, and may reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

"Lowest Responsible Bidder" is defined as: one who submits the lowest bid and who has proven themselves capable of performing a contract and appears financially and technically capable of adequately performing the contract.

In determining the lowest responsible bidder, the following criteria will be considered.

1. Was the bid received within the time and date specified in the Request for Bid (RFB)?
2. Was the bid executed by a person authorized to sign for the company?
3. Was pricing provided as requested in the Request for Bids?
4. Does the bid meet the minimum specifications?
5. Does the bidder and bidder's subcontractors have adequate experience and technical experience to successfully fulfill the contract requirements?
6. Did the bidder provide a list of references to include company or individual name, contact person, phone number?
7. Did the bidder provide a list of projects of similar size and dollar amount as this project?
8. What is the bidder's quality and performance on previous contracts?
9. Is the bidder on the federal, state, or other department lists?

10. Has the bidder been terminated from a project for non-compliance or substandard work?
11. Does the bidder have the financial resources to provide the necessary equipment, materials, labor, etc., to successfully complete the project?
12. Can the bidder provide a performance and payment bond in an amount equal to the total amount of the project?
13. Does the bidder have a permanent place of business?
14. Does the bidder have a satisfactory safety record?
15. Does the bidder have adequate staff available to complete the project within the period specified?
16. Can the bidder provide the required insurance coverages as specified?
17. Does the bidder have a satisfactory work history with the City?
18. Has the bidder or bidder's subcontractors been convicted of any criminal acts?

City reserves the right to extend any contract when most advantageous to the City.

**3.15. Partial Award**

Bidders may furnish pricing for all or any portion of the bid invitation. UNLESS bidder specifies otherwise in his bid, the City may award contracts for any item or group of items listed.

**3.16. Reservations**

The City expressly reserves the right to accept, reject, or cancel all bids AND:

Waive any defect, irregularity, or informality in any bid or bidding procedure.

Extend the bid closing time and date.

Reissue a bid invitation or proposal.

Procure any item by other means.

Increase or decrease the quantity specified, unless the bidder specifies otherwise.

Waive as an informality, minor deviations from specifications at a lower price than the low bid meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and overall function is improved or not impaired.

Consider and accept an alternate bid as provided herein when most advantageous to the City.

Extend any contract when most advantageous to the City.

**3.17. Submission Of Bids**

Sealed bids are to be returned by the closing time and date stated in the Deadlines and Delivery Options Section, page 3. Faxed bids will not be accepted.

**3.18. Closing Time & Date**

All bids must be returned in sufficient time to be received in the Purchasing Department on or before the advertised closing date and time

**3.19. Late Bids**

Bids received after the advertised closing time and date regardless of the mode of delivery, will be refused and returned unopened.

**3.20. Acceptance**

Acceptance of bidder's offer will be in the form of a purchase order or contract. Notice for annual contract agreements will be a notice of award, purchase order, or contract.

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## **CITY OF SAN ANGELO**

### **PURCHASING DEPARTMENT**

**P.O. Box 1751, SAN ANGELO, TEXAS 76902-1751**

**TEL: (325) 657-4219**

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#### **4. Terms And Conditions**

##### **4.1. Seller To Package Goods**

The seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows:

- A. Seller's name and address.
- B. Consignee's name and address
- C. Purchase Order or purchase release number, and the supply agreement number if applicable.
- D. Container number and total number of containers, e.g., box 1 of 4 boxes.
- E. The number of the container bearing the packing slip. Seller shall pay cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to the requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

##### **4.2. Shipment Under Reservation Prohibited**

Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

##### **4.3. Title & Risk Of Loss**

The title and risk of loss of the goods shall not pass to City until City actually receives and takes possession of the goods at the point or points of delivery.

##### **4.4. Delivery Terms And Transportation Charges**

F.O.B. destination unless delivery terms are specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided City shall have the right to designate what method of transportation shall be used to ship the goods. Delivery may be a consideration in the award when shown to be a benefit to the City.

##### **4.5. No Replacement Of Defective Tender**

Every tender or delivery of goods must fully comply with all provisions of this contract as to the method and place of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and Seller will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify City of his intention to cure and may then make a conforming tender within the contract time.

##### **4.6. Place Of Delivery**

The place of delivery shall be that set forth in the block of the purchase order entitled "Receiving Agency". The terms of this agreement are "no arrival, no sale".

##### **4.7. Invoices & Payments**

Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number, if applicable. Invoices shall be itemized and they shall list transportation charges, if any, separately. A copy of the bill of lading, and the freight waybill, when applicable, should be attached to the invoice. Payment shall not be due until the above instruments are submitted after delivery. Mail to:

**Vehicle Maintenance Department  
City of San Angelo  
1727 St. Ann  
San Angelo, TX ZIP 76905**

Payment may be withheld by City, at the discretion of the City, to Seller until all required documents pertaining to the sale are received by the City.

City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by City.

**Do not include Federal Excise, State, or City Sales Tax.**

**4.8. Gratuities**

The City may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by City that gratuities were offered from an agent or representative of the Seller to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by Seller in providing such gratuities.

**4.9. Special Tools & Test Equipment**

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.

**4.10. Warranty-Price**

The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than seller's current prices on orders by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, reduced to the Seller's current prices on orders by others, or in the alternative, City may cancel this contract without liability to seller for breach or Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**4.11. Warranty-Product**

Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions.

**4.12. Safety Warranty**

Seller warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by City will be at Seller's expense.

**4.13. No Warranty By City Against Infringements**

As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to Seller for indemnification in the event that seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of the agreement. If City does not receive notice and a claim of infringement is made, Seller will indemnify, defend, and hold harmless City, its Councilmembers, officials, agents, consultants, and employees free and harmless from and against any and all claims, suits, judgments, costs, penalties, fines, damages, and attorneys' fees and expenses asserted by any person or persons. If Seller, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be void.

**4.14. Right Of Inspection**

City shall have the right to inspect the goods at delivery before accepting them. Acceptance of the goods upon delivery should in no way constitute a waiver of any right or privilege contained with this contract or under law.

**4.15. Cancellation**

City shall have the right to cancel for default all or any part of the undelivered portion of the order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.

**4.16. Termination**

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be effected by the delivery to seller of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

**4.17. Force Majeure**

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

**4.18. Assignment-Delegation**

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by Seller be valid without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**4.19. Waiver**

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**4.20. Modifications**

This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

**4.21. Interpretation-Parol Evidence**

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

**4.22. Applicable Law**

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

**4.23. Advertising**

Seller shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

**4.24. Right To Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**4.25. Equal Employment Opportunity**

Seller agrees that during the performance of its contract it will:

Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Seller shall be advised of any complaints filed with the City alleging that Seller is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included; however, the Seller is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

**4.26. Conflict Of Interest**

Seller agrees to comply with the conflict of interest provisions of the City Of San Angelo Charter and Code of Ordinances. Seller agrees to maintain current, updated disclosure of information on file with the Purchasing Dept. throughout the term of the contract.

**4.27. Legal Venue**

San Angelo, Tom Green County, Texas

**4.28. Funds – Price**

The seller submitting the lowest and best bid for each item will establish a price agreement with the City. The item(s) ordered will be selected based on the availability of funds, needs of each user, price, delivery, and value to the City.

**4.29. Claims For Overcharges**

Seller hereby assigns to City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

**4.30. Terms**

This contract will be for one year effective from the bid award date by the City council. The City reserves the right to use bid pricing in the solicitation of alternative financing options. In the event that alternative outside funding is accepted by the City, the Seller agrees to accept funds from the approved entity in lieu of direct payment from the City to the Seller.





## **CITY OF SAN ANGELO**

### **PURCHASING DEPARTMENT**

**P.O. Box 1751, SAN ANGELO, TEXAS 76902-1751**

**TEL: (325) 657-4219**

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#### **5. Bid Forms**

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**PURCHASING DEPARTMENT**  
**P.O. Box 1751, SAN ANGELO, TEXAS 76902-1751**  
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## **Disclosure of Certain Relationships**

### **NOTICE TO VENDORS**

**Effective January 1, 2006**, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at <http://www.window.state.tx.us/procurement/prog/hub/>

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7<sup>th</sup> business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

**Roger S. Banks**  
Director of Purchasing

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# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80<sup>th</sup> Leg., Regular Session

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law, this questionnaire must be filed with the records administrator of the local government entity not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowing violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has affiliation or business relationship.

\_\_\_\_\_  
Name of Officer

This section, (item 3 including subparts A, B, C & D, must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of ten (10) percent or more?

☐ Yes ☐ No

D. Describe each employment of business relationship with the local government officer named in this section.

4.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

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## **CITY OF SAN ANGELO**

### **PURCHASING DEPARTMENT**

**P.O. Box 1751, SAN ANGELO, TEXAS 76902-1751**

**TEL: (325) 657-4219**

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### **Local Preference Consideration**

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS":

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a bidder who is not a resident of the municipality, the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects, Telecommunication and Information Technology Bids or any purchases \$100,000.00 or greater.

**If you DO NOT have your principal place of business located within the City of San Angelo city limits – STOP – do not fill out this form.**

**This "Application For Local Preference Consideration" does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.**

Bidders who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

**If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:**

1. Complete the **Local Preference Consideration Application**, and
2. ***Describe in writing and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

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## CITY OF SAN ANGELO

### PURCHASING DEPARTMENT

P.O. Box 1751, SAN ANGELO, TEXAS 76902-1751

TEL: (325) 657-4219

### Local Preference Consideration Application

**Business Name:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

**Business Type:**

- ☐ Corporation – Indicate state of incorporation \_\_\_\_\_
- ☐ Partnership – Indicate “general” or “limited” \_\_\_\_\_
- ☐ Sole proprietorship \_\_\_\_\_

**Basis For Preference** (Check applicable box(s) if physical location of business is not within the City Limits of the City of San Angelo.

- ☐ The business is a partnership with residents of the City of San Angelo owning a majority beneficial interest in the partnership (Attach a list of partners with names and addresses).
- ☐ The business is a sole proprietorship owned by a resident of the City of San Angelo (Attach name and address of owner).

**Attachments:** *Describe in writing, and attach supporting documentation*, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

**CERTIFICATION:** I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

Authorized Representative Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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**CITY OF SAN ANGELO**  
**PURCHASING DEPARTMENT**  
**P.O. Box 1751, SAN ANGELO, TEXAS 76902-1751**  
**TEL: (325) 657-4219**

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### **Debarment and Suspension Certification**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

**Business Name** \_\_\_\_\_

\_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Signature of Authorized Representative**

## Instructions for Certification

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective participant shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective participant agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment And Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



## Specifications Worksheet

### 5.1 TRACTOR

Item	DESCRIPTION	YES	NO
1.	New and Unused Current Year Model Tractor		
	<b>WHEELBASE AND WEIGHT</b>		
1.	2 Wheel Drive		
2.	Wheelbase: 89" minimum		
3.	Unballasted Weight: 6390 lbs minimum		
	<b>ENGINE</b>		
1.	Four Cylinder Diesel – Tier III Emissions Certified		
2.	Turbocharged and Intercooled w/ Fixed Cooling Fan		
3.	Parent Bore Block		
4.	Horsepower: 70 PTO minimum at rated engine speed		
5.	Displacement: 274 cu.in.		
6.	Rated Engine Speed: 2300 RPM maximum		
7.	Fuel Filter: Dual Stage Filtration w/ Water Separator		
8.	Fuel Tank: 23 Gallon Capacity minimum		
9.	Throttle: Hand Operated Base Line Throttle w/ Foot Control Override w/ Spring Return		
	<b>TRANSMISSION</b>		
1.	16x16 w/ Power Shuttle		
2.	Four (4) Synchronized Speeds w/ Four (4) Constant Mesh Ranges		
3.	Left Hand Steering Column Mounted Shuttle Lever		
	<b>CLUTCH</b>		
1.	16x16 Electro-hydraulic Power Shuttle		
2.	Wet		
3.	Six (6) Plates @ 5.2" Diameter		
	<b>POWER TAKE OFF</b>		
1.	540 rpm		
2.	Hydraulic Assist Engagement		
3.	Flip-up Safety Shield		
	<b>FRONT AXLE</b>		
1.	Low Profile Two (2) Wheel Drive		
2.	Heavy Duty Adjustable Spindle w/ Six (6) Bolt Hub		
3.	Turning Angle: 55 Degree minimum		
4.	Unrestricted Load Capacity: 4600 lb minimum		
5.	Hydrostatic Power Steering w/ Dedicated Independent Pump		
6.	Tires: 11L x 15 8 Ply F3		
	<b>REAR AXLE</b>		
1.	Heavy Duty Axle w/ Eight (8) Bolt Hub		
2.	Planetary Final Reduction Gears Enclosed in Rear Axle Housing		

Item	DESCRIPTION	YES	NO
3.	Axle Capacity: 8150 lbs minimum		
4.	Mechanical Differential Lock		
5.	Tires: 19.5L x 24 10 Ply R4		
	<b>BRAKES</b>		
1.	Two (2) Hydraulically Actuated Wet Disc Brakes		
2.	Self-Equalizing		
3.	Self-Adjusting		
4.	Must Operate Independently w/ Simultaneous Option		
	<b>HYDRAULIC</b>		
1.	Flow: 16.1 GPM minimum at Rated Engine Speed		
2.	Oil Cooler Incorporated		
3.	Replaceable Hydraulic Filter		
4.	Remote Valves: Must Allow for Coupling and Uncoupling Under Pressure		
5.	Third Rear Remote Valve		
	<b>3-POINT HITCH</b>		
1.	Category II w/ Flex Link Ends		
2.	Mechanical Draft Control		
3.	Fast Raise/Lower Control		
4.	Telescoping Stabilizers		
5.	Turn Collar Leveling		
6.	Lift Capacity: 3900 lbs @ 24" Behind Link Ends		
	<b>DRAWBAR</b>		
1.	Extendable		
2.	Swinging		
	<b>ELECTRICAL</b>		
1.	System Voltage: 12 Volts		
2.	Battery: Heavy Duty w/ 800 CCA minimum		
3.	Alternator: 120 Amp minimum		
4.	40 Amp Implement Socket		
5.	8 Amp Accessory Socket		
6.	Front Lighting: Minimum Two (2) 50 Watt Minimum Halogen Headlights		
7.	Corner Lighting: Minimum Two (2) 50 Watt Minimum Halogen Worklights		
8.	Worklights: Two (2) Front and Two (2) Rear Cab-Mounted 50 Watt Minimum Halogens		
9.	Taillights, Turn Signals, and Brake Lights		
10.	Flashing Front and Rear Facing Safety Lights		
	<b>OPERATOR STATION</b>		
1.	Enclosed Cab w/ Heating and Air Conditioning		
2.	Integrated ROPS		
3.	Right Hand Transmission Controls		
4.	Left Hand Shuttle Controls		
5.	Tilt and Telescoping Steering Wheel		
6.	Suspended Brake and Clutch Pedals		
7.	Two Entry Doors w/ Locks		
8.	Hinged Rear Window		
9.	Two Speed Intermittent Front Wiper and Washer		

Item	DESCRIPTION	YES	NO
10.	Interior Dome Light		
11.	Horn		
12.	Rear View Mirror		
13.	High Back Suspension Seat Adjustable for Weight		
14.	Operator Presence Switch and Seat Belt		
15.	Seat Adjustable Fore/Aft and Vertically		
	<b>INSTRUMENTATION</b>		
1.	Analog / Digital Instrument Cluster w/ LCD Display		
2.	Required: Tachometer, Coolant Temperature, Fuel, Hours		
3.	Required Warning Lights: Turn Signal, Water in Fuel, High Beam, Worklights, Alternator, Low Engine Oil Pressure, Low Fuel Level, Low Coolant Level, Parking Break, Differential Lock		
	<b>WARRANTY</b>		
1.	2 Year / 2,000 Hours		
	<b>OPTIONS</b>		
1.	60 Month / 5,000 Hour Extended Warranty		
2.	Front Weights: 350 lb minimum; 670 lb maximum		
3.	Horizontal Exhaust		
4.	Air Suspension Seat		
5.	Low Profile Cab (list height)		
6.	3 Point Quick Raise / Lower with height limiter		
7.	Four Wheel Drive		
8.	Protective Window Screens		
9.	AM / FM Radio		
10.	Parts, Service, and Operator's Manuals		

## 5.2 BATWING ROTARY CUTTER

Item	DESCRIPTION	YES	NO
1.	New and Unused Batwing Rotary Cutter		
	<b>SPECIFICATIONS</b>		
1.	Transport Height: 87" maximum		
2.	Transport Width: 98" maximum		
3.	Cutting Width: 15 Foot		
4.	PTO: 540 RPM		
5.	Cutting Capacity: 3 ½" minimum		
6.	Top Deck: 11 Gauge		
7.	Bottom Deck: 10 Gauge		
8.	Axle Arm Pivots: Greaseable		
9.	Cutting Height: 2" to 14"		
10.	Weight: 4450 lb maximum		
11.	Hydraulically Adjustable Height		
	<b>HITCH</b>		
1.	Self-Leveling; Standard		

Item	DESCRIPTION	YES	NO
	<b>DRIVELINE AND BLADES</b>		
1.	Blade Holder: Round		
2.	Blades: ½” x 4” minimum		
3.	Splitter Gearbox: 235 h.p.		
4.	Center and Wing Gearboxes: 205 h.p.		
5.	Heavy Duty Slip Clutch		
6.	PTO Driveline: Constant Velocity U-Joint Cat. 5		
7.	Blade Overlap: 6” minimum		
8.	Tip Speed: 16,000 ft/min maximum		
9.	With Deck Rings		
	<b>WINGS</b>		
1.	87 Degree Up to 22 Degree Down		
2.	Can Be Lifted Independently		
3.	Adjustment: Greaseable Turnbuckles		
	<b>AXLES AND WHEELS</b>		
1.	Spring Cushioned at Each Wheel		
2.	Dual Axle		
3.	Six (6) Foam Filled Used Aircraft Tires: 24x7.25x12; Center: Single Tire, Wings: 2 each		
	<b>SAFETY</b>		
1.	Safety Tow Chains		
2.	PTO Shaft Covers		
3.	Standard Jack Stand		
4.	Single Row Chains Front and Rear: 5/16”		
	<b>WARRANTY</b>		
1.	1 Year Body and 6 Year Gearbox minimum		

### 5.3 ROTARY CUTTER

Item	DESCRIPTION	YES	NO
1.	New and Unused 3-Point Rotary Cutter		
	<b>SPECIFICATIONS</b>		
1.	Cutting Width: 6 Foot		
2.	PTO: 540 RPM		
3.	Cutting Capacity: 4” minimum		
4.	Deck Thickness: 1/4” minimum		
5.	Sidebands: ¼” x 8”		
6.	Cutting Height: 2” to 12”		
7.	Weight: 1600lb maximum		
	<b>HITCH</b>		
1.	3 Point Lift Cat. II / III		



Item	DESCRIPTION	YES	NO
	<b>DRIVELINE AND BLADES</b>		
1.	Blade Holder: Round		
2.	Blades: 5/8" x 5" minimum, Heavy Duty		
3.	Heavy Duty Slip Clutch - 4 Plate		
4.	PTO Driveline: Constant Velocity U-Joint Cat. 5		
5.	Tip Speed: 10,200 ft/min maximum		
	<b>AXLES AND WHEELS</b>		
1.	Heavy Duty A Frame and Tail Wheel Bracket		
2.	One (1) Laminated Caster Wheel		
	<b>SAFETY</b>		
1.	PTO Shaft Covers		
2.	Single Row Chains Front and Rear: 5/16"		
	<b>WARRANTY</b>		
1.	One (1) Year on Body and Gearbox		

## LEASING SPECIFICATIONS

The City is considering equipment leasing as an option in lieu of purchasing. In determining the leasing terms and amounts, the following requirements should be considered:

- The City will entertain an Operating Lease. This lease will include payments on the net amount of the Purchase Price minus the Guaranteed Buyback for the determined term of the lease.  
  
Example: Purchase Price = \$100,000; Guaranteed Buyback = \$35,000  
Amount Financed: \$65,000 (\$100,000 - \$35,000)
  - Please note the City is not seeking a Dollar Buyback Lease.
- Finance rate will be the interest percentage rate the City will be charged during the term of the lease.
- Payment will be on an annual basis with the first payment made in accordance with the terms of Section 4.7 of this document.
- The Financing Company shall assume ownership of the vehicles with the City leasing those items for the use of the City.
- At the end of the agreed-upon term, the City will have the option to purchase the unit for the Balloon Payoff as listed on this RFB or turn the vehicle back with an amount returned to the City. An appraisal shall be conducted at the end of the term and a value placed on the vehicle. The greater of this value or the Guaranteed Buyback shall be used as the amount remitted to the City at the end of the term.
- Any leasing agreement will be submitted prior to the transaction for review by the City's legal department. The final agreement will then be signed by the appropriate representatives.



**Bid Sheet**

**RFB No: VM-08-10 / Mowing Equipment**

- A. Refer to Instructions to Bidders before completing Bid Sheet.
- B. Price – Quote your best price F.O.B. destination, on each item.
- C. Delivery Date – Promised delivery times in Calendar Days after receipt of order.
- D. The bidder is responsible for calling the City to determine if any addendums have been issued and agrees that the prices(s) quoted reflect any changes or modifications created by any addendum(s).
- E. Complete the Local Preference form **(If applicable)**.
- F. Complete the Suspension and Debarment form **(REQUIRED)**.
- G. Complete the Specification Worksheet **(If applicable)**
- H. Attach Specification Data Sheet for each product being quoted **(REQUIRED)**.
- I. Submit one (1) original and one (1) complete, unbound copy of your bid **(REQUIRED)**

**5.1 TRACTOR**

Item	Description	Unit Price	Estimated Quantity	Extended Price
1.	New and Unused Tractor	\$	7	\$
2.	Extended Warranty	\$	7	\$
3.	Front Weights	\$	7	\$
4.	Horizontal Exhaust	\$	7	\$
5.	Air Suspension Seat	\$	7	\$
6.	Low Profile Cab: Height = -----	\$	7	\$
7.	3 Point Quick Raise / Lower	\$	7	\$
8.	Four Wheel Drive	\$	7	\$
9.	Protective Window Screens	\$	7	\$
10.	AM / FM Radio	\$	7	\$
11.	Parts, Service, and Operator's Manuals	\$	1	\$
<b>Total Bid</b>				

	Purchase Price	Annual Lease Payment	Financing Rate		Guaranteed Buy Back		Balloon Payoff
New and Unused Tractor w/ Extended Warranty (s)				Yr 1:		Yr 1:	
				Yr 2:		Yr 2:	
				Yr 3:		Yr 3:	
				Yr 4:		Yr 4:	
				Yr 5:		Yr 5:	

- Based on 400 Hours per Year
- There shall be a non-appropriations clause for all equipment

## 5.2 BATWING ROTARY CUTTER

Item	Description	Unit Price	Estimated Quantity	Extended Price
1.	New and Unused Batwing Rotary Cutter	\$	5	\$
Total Bid				

## 5.3 3-POINT ROTARY CUTTER

Item	Description	Unit Price	Estimated Quantity	Extended Price
1.	New and Unused 3-Point Rotary Cutter	\$	4	\$
Total Bid				

**Note:** Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.

### Authorized Signature/Contact Information

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

Mailing Address: \_\_\_\_\_

City, State Zip Code: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Tax ID: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

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

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

*Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and may be rejected.*

###