

City of Overbrook, KS

NOVEMBER 09 - DECEMBER 14, 2011

1985 CASE 580 Super E BACKHOE

SEALED BID SALE

RFQ 2011-01

at

**Overbrook City Hall, 401 Maple, PO Box 288,
Overbrook, KS 66524**

BID DEADLINE: Wednesday, December 14, 2011 - 5:00 PM CST

SELLING AS IS WHERE IS!

Bid package details can be downloaded at
www.overbrookks.com

or can be requested in person, by phone, fax, email or writing to:

Overbrook City Hall, 401 Maple, PO Box 288, Overbrook, KS
66524 785-665-7328 (fax 7543) cityclerk@overbrookks.com

1985 CASE 580 Super E BACKHOE

SEALED BID SALE - RFQ 2011-01

The City of Overbrook, KS is offering items surplus to its present needs.

All items are sold "as is - where is".

The City of Overbrook reserves the right to reject any and all bids.

**LOCATION: Overbrook Maintenance Shop – Jones Park Ball Field Parking Lot,
Overbrook, KS 66524**

TERMS: Payment in full must be made by certified check by Wednesday, December 21, 2011.

Bids are due no later than:

5:00 pm CST, Wednesday, December 14, 2011.

Inspection by appointment only!

**To schedule an appointment, please contact
Don Bryant, Maintenance Superintendent, 785-665-7176**

1985 CASE 580 Super E BACKHOE SEALED BID SALE - RFQ #2011-01

1985 CASE 580 Super E BACKHOE SPECIFICATIONS
pin number: 9869668
Engine: Case 4-390
unknown hours
2 Wheel Drive
82" Loader Bucket
24 " Heavy Duty backhoe bucket
Dual lever backhoe controls
Cab with heater, defroster and lights
11Lx16 Front tires
17.5Lx24 Rear Tires
Location: Maintenance Shop, Overbrook, KS

Bid Deadline: Wednesday, December 14, 2011 – 5:00 pm CST

NOTICE: The City of Overbrook, KS is offering items surplus to its present needs. All items are sold as-is, where-is. The City of Overbrook, KS reserves the right to reject any and all bids.

LOCATION: The surplus backhoe will be offered from the City of Overbrook, KS -**401 Maple, PO Box 288, Overbrook, KS 66524**

TERMS: PAYMENT IN FULL FOR ALL ITEMS MUST BE MADE BY WEDNESDAY, DECEMBER 21, 2011 with a certified check made payable to "The City of Overbrook".

BIDDING PROCEDURE: Bid packages MUST be received by 5:00 pm CST, Wednesday, December 14, 2011. Bids may be:

- hand delivered or mailed to Don Bryant at (785) 665-7176, The City of Overbrook, 401 Maple, PO Box 288, Overbrook, KS 66524.
- Faxed to Don Bryant at 785-665-7543
- E-mailed to maintenance@overbrookks.com

INSPECTION: "BY APPOINTMENT ONLY". Please call Don Bryant at 785-665-7176 to schedule an appointment.

NOTIFICATION OF HIGH BIDDER: The successful bidder will be notified of the acceptance of bid with an "award letter" by fax or other methods.

REMOVAL: The purchaser is responsible for securing, transporting and all expenses.

BUYERS SHOULD INSPECT PRIOR TO BIDDING TO ENSURE ACCURACY!

The 1985 Case Backhoe will be sold as-is where-is, in its existing condition, with no warranties expressed or implied. The information contained herein has been gathered from reliable sources; however, accuracy cannot be guaranteed. Descriptions are merely external observations.

NOTE: The State of Kansas requires sales tax be charged when possession of materials and equipment are sold in Kansas unless a properly completed exemption document is supplied to the City of Overbrook. If you take possession of this material in Kansas (pickup by your trucks rather than a common carrier), and you do not furnish us with the proper Kansas exemption document, we must collect 8.3% sales tax.

**BID FORM
THE CITY OF
OVERBROOK, KS**

RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS!

I UNDERSTAND THAT THESE TERMS AND CONDITIONS WILL APPLY TO ANY PURCHASES I MAKE AT THIS SALE. ALL QUANTITIES, LENGTHS AND WEIGHTS ARE APPROXIMATE. BIDDER MUST PERSONALLY INSPECT TO ENSURE ACCURACY.

This form must be signed and submitted together with the signed Terms & Conditions page in order for the bid to be considered!

BIDDER # _____ E-MAIL ADDRESS: _____
NAME: _____ SIGNATURE: _____
COMPANY: _____
ADDRESS: _____
PHONE NUMBER: _____ FAX: _____ TAX EXEMPT: . yes . no

MY/OUR BID IS: _____

**Please complete and sign this Bid Form, sign the Terms
Conditions and return both pages:**

- hand deliver or mail to Don Bryant at 785-665-7176, The City of Overbrook, 401 Maple, PO Box 288, Overbrook, KS 66524.
- Fax to Don Bryant at 785-665-7543
- E-mail to maintenance@overbrookks.com

Thank you!

TERMS AND CONDITIONS OF SALE*

1. **AGREEMENT-** By this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller all his right, title, and interest to all materials specifically listed and described hereon for the prices shown.
2. **DEFINITIONS-** Buyer: The person or entity purchasing the material.
 Seller: The City of Overbrook, KS
 Material: The items of personal property listed on the bill of sale.
3. **CHANGES-ASSIGNMENTS** Buyer shall be considered an independent contractor. The terms of this agreement shall not be changed, superseded, or supplemented, except in writing, signed by the parties hereto. Any assignment or delegation of the Buyer's rights or obligations under this Agreement shall be void without the Seller's prior written consent.
4. **TAXES-** Price does not include any taxes which may now or hereafter be applicable to, measured by, or imposed upon, or with respect to transaction, property, its sale, its value, or its use, or any services performed in connection therewith. Buyer agrees to pay or reimburse any such taxes, which Seller is required to pay.
5. **PAYMENT-** Payment shall be by certified check, cashier's check, bank draft, or postal or express money order payable to **The City of Overbrook, KS** Payment must be made within seven (7) calendar days after notification of Seller's acceptance of Buyer's bid. Payment shall be made in full before shipment, pickup by Buyer or commencement of dismantling or other work (whichever occurs first) for all items purchased by Buyer unless otherwise specified. If Buyer fails to make payment, Seller reserves the right to sell or otherwise dispose of such property and to charge any loss or other extra expense to the defaulting Buyer, including attorney and collection fees incurred by Seller arising from Buyer's default. Payment must be mailed or delivered to:

 The City of Overbrook, KS
 401 Maple, PO Box 288
 Overbrook, KS 66524
6. **TITLE AND RISK OF LOSS-** Title to items herein sold shall pass from Seller to Buyer upon delivery to Buyer or Buyer's carrier at shipping point. Risk of Loss to the Material shall pass to Buyer when the Material is loaded onto the Buyer's or carrier's vehicle, unless stated otherwise. Buyer shall be required to comply with jobsite work rules, where applicable. Buyer shall, at his own expense, remove the Material within five (5) working days after notification of full receipt of payment.
7. **DISCLAIMER OF WARRANTY-** Buyer takes Material AS IS and WHERE IS with Seller *SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OF GOODS OR FITNESS FOR A PARTICULAR PURPOSE* and further, Buyer takes Material with knowledge that it might have been used for a period of time by Seller in its business.
8. **INDEMNITY-** Buyer also acknowledges and declares intent to be legally bound hereby to indemnify, save harmless and defend Seller, Seller's agents, and their employees, agents and representatives from all claims, losses, liabilities, and expenses including, but not limited to, all attorney fees arising out of bodily injury, death, or damage to property arising out of or resulting from any act or omission (negligent or otherwise) of Buyer, his agents, employees, representatives, or subcontractors in connection with this Agreement, unless due to the sole negligence of Seller, Seller's agents or their employees, agents and representatives. Buyer agrees to pay Seller's attorneys' fees and expenses required to enforce this provision. It being the Intent of this Agreement, as far as legally possible, to eliminate any liability on the part of the Seller, Seller's agents, and their employees, agents and representatives.
9. **ENTIRE AGREEMENT-** Buyer and Seller agree that there are no understandings, agreements or representations, expressed or implied, other than those expressed herein, and this agreement supersedes any prior understandings, agreements or representations and constitutes the entire agreement between the parties. By signing below or accepting the Material, Buyer acknowledges and accepts all the terms and conditions contained in this Agreement.
10. **TERMINATION-** This Agreement may be terminated at any time by Seller upon written notice of five (5) days. Failure of Buyer at any time to strictly comply with any terms of this Agreement, including payment or prompt pickup at scheduled time by Buyer's authorized personnel, shall be deemed a breach; and Seller thereon shall be entitled to cancel this Agreement immediately.
11. **LIMITATION OF LIABILITY-** The Seller shall not be liable for any incidental or consequential damages whatsoever, including without limitation, loss of use, loss of profits, loss of revenues, or liability to third parties. This limitation applies even if such liability arises out of tort (including negligence), warranty, contract or strict liability.
12. **SEVERABILITY-** To the extent that any provision of this Agreement shall be invalid, unlawful or unenforceable, it shall be severed from this Agreement without affecting the remaining provisions of the Agreement.
13. **LAWS AND PERMITS-** This Agreement is deemed to be a Kansas State Contract and shall be interpreted in accordance with the laws of the State of Kansas, and it is agreed that the venue of any action shall be in Osage County in Kansas State. Buyer shall give all notices and comply with all applicable federal, state, and local laws, ordinances, rules, regulations, codes, permits, licenses, authorizations, orders of any governmental body, agency, authority, or court having jurisdiction over any aspect of the Material, or requirements there under in connection with performance under this Agreement.
14. **CODE OF BUSINESS CONDUCT** – The City of Overbrook's policy is to establish, maintain and enforce the highest standards of integrity and fairness in all business dealings of the City. Adherence to high ethical standards is essential to assure that The City of Overbrook, KS business is conducted in accordance with its obligations to the public. No favoritism will be allowed in contract awards. Should this policy be violated, please report this fact immediately to:

Jim Koger, Overbrook City Clerk
 (785) 665-7328
 - or -

Mayor Don Schultz (785) 665-7328

Bidder's Signature: _____	Date: _____
2011-01 Please print bidder's name & company	

* THIS SIGNED TERMS AND CONDITIONS FORM **MUST** BE RETURNED WITH YOUR BID.