

REQUEST FOR QUOTATION

CITY OF WINTER HAVEN

" An Equal Opportunity Employer"

SOSP-10-54

Please return quote to:
City of Winter Haven
Procurement Service Division
P.O. Box 2277
Winter Haven, FL 33883-2277

For additional information and clarification contact:

*** Department Name:** Utility Services

***Contact Person:** Terry Carver

***Telephone #:** 863-291-5763

DATE ISSUED: 7-20-10

Please quote on the following items:

Item*	Quantity*	Description*	Total Cost
A	1	The City has a 21' x 48' metal building for sale. The enclosed portion of the building is 21' x 16'. The successful bidder will have 60 days to remove the building from the property after the bid is awarded. It will be the sole reposnsibility of the sucessful bidder to provide all labor and equipment necessary to remove the building at no cost to the City	
		Total cost paid to the City:	\$
		Contact Terry Carver at 863-291-5763 to arrange to view the building. Builidng is located at Wastewater Plant #3, 4400 Pollard Rd., Winter Haven, FL 33884	
		Purchase must sign a surplus property sales agreement	

Prices must be valid for 90 days.

Procurement Services Division Director: 

DATE YOU CAN REMOVE BUILDING: _____

Date: _____ Return this quotation **NOT LATER THAN 2:00 P.M., August 10, 2010**

TO: Procurement Services Division, address above or **FAX TO 863-291-5666**

SIGNATURE: _____

**COMPANY NAME: _____

ADDRESS: _____

CITY/STATE _____

PHONE: _____

FAX: _____

W-9 MUST BE ATTACHED TO THE RFQ WHEN RETURNED BY THE RESPONDING VENDOR.

****PAYMENT WILL BE RENDERED TO THE NAME AND ID APPEARING ON THE W-9.**

The following terms and conditions shall apply to this purchase and sale:

I. PURCHASE PRICE; TAXES:

For each item of Equipment received hereunder, the Purchaser shall pay the item Purchase Price prior to receipt of each item of Equipment from the Seller. Any personal property taxes assessable on any item of Equipment on or after the actual receipt of such item of Equipment shall be borne by the Purchaser.

II. DELIVERY:

Delivery shall be F.O.B. Sellers location, and all costs of shipping, delivery etc. shall be the sole responsibility of the Purchaser.

III. TITLE; RISK OF LOSS; SECURITY INTEREST:

Title to each item of Equipment shall pass to the Purchaser upon full payment therefore (including applicable taxes and other charges as set forth above). But risk of loss shall pass to the Purchaser upon receipt of equipment.

The Purchaser hereby grants to the Seller a security interest in the Equipment, and in any proceeds thereof, to secure payment in full of the Total Purchase Price (plus applicable taxes and other charges as set forth above) of the Equipment. Failure of the Purchaser to pay the Total Purchase Price (plus applicable taxes and other charges as set forth above) when due hereunder shall constitute a default under this Agreement and shall afford to the Seller all the remedies of a secured party under the laws of the State of Florida.

IV. WARRANTIES; DISCLAIMERS:

There are no warranties made, expressed or implied, including the warranty of Merchantability and/or of fitness for a particular purpose. All equipment is sold on a "As-Is , Where-Is" basis.

The Seller warrants and represents that; at the time the Equipment is sold, the Seller will have full right, power and authority to sell the same to the Purchaser.

The Purchaser, recognizing that the Seller is not the manufacturer of the Equipment, expressly waives any claim against the Seller Based upon any infringement or alleged infringement of any patent with respect to the Equipment or for any indemnity against such patent claim made by another against the Purchaser.

V. GENERAL:

This Agreement is governed by the laws of the State of Florida and constitutes the entire Agreement between the Seller and the Purchaser with respect to the purchase of the Equipment. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and approved by both parties.

This Agreement shall not be assignable by the Purchaser without the prior written consent of the Seller and any attempted assignment without the Seller's consent shall be void.

This shall be a valid, binding Agreement between the Seller and the Purchaser only upon the execution of this Agreement by each party's duly authorized signing authority.

ACCEPTED BY:

ACCEPTED BY:

City of Winter Haven, Florida

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____