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BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

OFFER TO SELL - Surplus Equipment

The Capital Area Council of Governments (CAPCOG) offers to sell the items listed on Attachment A, Bid Sheet. All offers are final and must be in compliance with the instructions, terms and conditions noted.

<u>SELLER:</u>	<u>DUE DATE:</u> 2/11/2019
Capital Area Council of Governments 6800 Burleson Road Building 310, Suite 165 Austin, TX 78744-2306	<u>REFER QUESTIONS TO:</u> Randy Holmes Director, Regional Law Enforcement Academy 512-916-6161 rholes@capcog.org cc: sjennings@capcog.org

INSTRUCTIONS TO BUYERS

- INSPECTION:** Quantity and descriptions are provided by CAPCOG in good faith, but it is recommended that interested buyers contact the Regional Law Enforcement Academy above for an appointment to view the items offered for sale. Appointments are available **January 29-31, 2019**.
- RESPONDING:** Buyers must complete this form, sign and return to the above address before the date and time noted. Buyers are responsible for proper receipt of their offer to the above address. Unsigned or late offers will not be considered. Buyer may withdraw an offer to buy prior to the required due date and time.

The offer should **EXCLUDE** applicable taxes. However, the awarded buyer will be responsible for taxes as described in Section 7 of the General Terms and conditions for the Offer to Sell document. The buyer's offer shall be firm for thirty (30) days from the Offer to Sell due date.

- REVIEW PROCESS:** The highest responsive, responsible offer will be awarded. If no offers meet or exceed any stated minimum price, CAPCOG may award to the highest offer under the minimum price; or, CAPCOG may remove the item(s) from the award.
- AWARD PROCESS:** Valid responses will be reviewed and the buyer(s) with the highest offer will be notified by award Agreement approximately 10 days after due date. CAPCOG accepts only responsible responsive Offers.

CAPCOG reserves the right to accept or reject all or part of an Offer. CAPCOG reserves the right to reject any and all Offers. Resulting award Agreements may be by item or by entire response.

5. **PAYMENTS:** Once notified of an award, the buyer has 10 business days to pay for the items. Payment must be made in FULL prior to the removal of awarded items. Payment must be by money order, certified (or cashier's) check, or cash. No personal checks will be accepted. Checks should be made out to the Capital Area Council of Governments. Payments should be delivered to the department noted above. Upon payment, purchased items are to be removed immediately from CAPCOG.
6. **REMOVAL OF ITEMS:** The awarded buyer will be responsible for packing the equipment, arranging for and paying all transportation charges. Pickup shall be at date, time and place agreed upon by both parties, unless otherwise noted in the above specifications or the award Agreement. Once title has passed (See Section 8), the buyer shall bear all risk of loss and damage from any cause whatsoever. Any items not picked up within the time allowed, may be canceled and awarded to the next highest offer.

GENERAL TERMS AND CONDITIONS for OFFER TO SELL

1. **DEFINITIONS:** "Buyer" refers to the company, firm, or person purchasing items from CAPCOG. "Seller" refers to CAPCOG department which is offering the items for sale. "Offer to Sell" is CAPCOG's request for offers from buyers. "Offers" are quotes or responses from buyers to CAPCOG.
2. **SCOPE:** These General Terms and Conditions are hereby incorporated into this Offer to Sell and apply to any subsequent award Agreement.
3. **APPLICABLE LAW:** Any Agreement resulting from this Offer to Sell shall be governed under the Laws of the State of Texas and the policies and procedures of the Capital Area Council of Governments.
4. **DEVIATIONS AND EXCEPTIONS:** Any deviations from these General Terms and Conditions, deviations from the listed specifications, or any exceptions taken must be described fully by the buyer and included in the buyer's offer. In the absence of any deviation or exception statement, the offer will be considered in compliance with all terms, conditions and specifications.
5. **ASSIGNMENT:** The award for this Offer to Sell may not be delegated or assigned without prior written consent of CAPCOG.
6. **QUANTITIES:** CAPCOG reserves the right to increase or decrease quantities for the Agreement resulting from this Offer to Sell.
7. **SALES TAX:** Buyer(s) awarded this Offer to Sell shall pay any and all sales, use, excise, personal property, or other taxes (excepting state and federal income taxes and other taxes upon "net income") that may be imposed on either party as a result of this transaction. If the buyer is exempt from paying Texas sales tax, then proof of sales tax exemption will be required with payment.
8. **TITLE:** CAPCOG warrants it has good and marketable title to the items offered for sale. Title to the equipment and any risk of loss shall pass from CAPCOG to the buyer when items are removed from CAPCOG.
9. **CANCELLATION:** CAPCOG reserves the right to cancel any Agreement(s) resulting from this Offer to Sell, in whole or in part without penalty, due to "just cause" or non-compliance with General Terms and Conditions or specifications.
10. **WARRANTY:** THE ITEMS OFFERED FOR SALE ARE BEING SOLD "**AS IS – WHERE IS**". NO WARRANTY IS IMPLIED OR GIVEN. THE BUYER ASSUMES THE RISK AS TO THE QUALITY AND PERFORMANCE OF THE ITEMS BEING SOLD AND THE BUYER ASSUMES ALL SERVICING AND REPAIR COSTS. ALL WARRANTIES CONCERNING THE PRODUCT PURCHASED FROM CAPCOG, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.
11. **LIMITATION OF LIABILITY:** EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CAPCOG SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR (A) PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE OPERATION, MAINTENANCE, OR USE OF THE PRODUCTS (EXCEPT PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY CAPCOG'S NEGLIGENCE); (B) LOST PROFITS, WORK STOPPAGE, LOST DATA, COMPUTER HARDWARE OR SOFTWARE DAMAGE, FAILURE OR MALFUNCTION, OR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND; (C) DAMAGES (REGARDLESS OF THEIR NATURE) CAUSED BY THE PURCHASER'S FAILURE TO FULFILL ITS RESPONSIBILITIES AS SET FORTH IN THIS AGREEMENT; OR (D) DAMAGES OCCASIONED BY CAUSES BEYOND THE CONTROL OF CAPCOG. PURCHASER'S REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE.