



**CITY OF NEW BOSTON, TEXAS
NOTICE OF SEALED BID FOR SALE OF REAL PROPERTY**

DOCUMENTS ARE DUE TO THE CITY ADMINISTRATOR PRIOR TO:
4:45 p.m., Wednesday, April 14, 2021

NO LATE BIDS WILL BE ACCEPTED

Bid documents may be obtained in person at the City of New Boston City Hall
or online at <https://www.nbcity.org/surplus-items>

DOCUMENTS MAY BE DELIVERED OR MAILED TO:

Hand Delivery:

City of New Boston
Elizabeth Lea, City Administrator
301 E. N. Front Street
New Boston, TX 75570

Mail Delivery:

City of New Boston
Elizabeth Lea, City Administrator
PO Box 5
New Boston, TX 75570

FOR ADDITIONAL INFORMATION CONCERNING THIS BID;
PLEASE CONTACT ELIZABETH LEA AT (903) 628-5596

**PUBLIC NOTICE
REQUEST FOR SEALED BIDS
TO PURCHASE SURPLUS PROPERTY**

The City of New Boston (the “City”) is accepting sealed bids for the Purchase of City-owned surplus property described below (the “Property”). Lots cannot be separated. No late, emailed or faxed bids will be accepted. **The receipt of responses does not require the City to accept any bid. Any and all bids may be rejected.** Additionally, the City reserves the right to waive insignificant and administrative errors found in any bid.

The City will receive responses to this Sealed Bid at the New Boston City Hall to the attention of Elizabeth Lea, City Administrator, at the Hand Delivery address of 301 E. N. Front St., New Boston, TX 75570 or the Mail Delivery address of PO Box 5, New Boston, TX 75570. The bid documents may be obtained in person at the New Boston City Hall or online at <https://www.nbcity.org/surplus-items>. Bid documents are due to the City Administrator no later than 4:45 p.m. on Wednesday, April 14, 2021. Use of the U.S. Postal Service, private delivery companies, or courier services is undertaken at the sole risk of the bidder. It is the bidder's sole responsibility to ensure that the bid is in the possession of the issuing office by the deadline. The City will date and time-stamp each bid upon submission. The bids will be publicly opened and read in the New Boston Council Chambers, 301 E. N. Front St., New Boston, TX 75570 on Thursday, April 15, 2021 at 2:00 p.m. However, only names of bidders will be read aloud to avoid public disclosure of contents.

Description/ Location: Attached hereto as Exhibit “A”

Conditions of the Sale:

- The property is being sold “as is, where is, with all faults.”
- Bidder/Purchaser is responsible for taxes and titling fees (vehicles/trailers/large equipment).

Inspection of Property: Bidder/Purchaser and its agents or employees shall have the right to view/inspect the Property during the specified times set forth above.

Bidder/Purchaser may conduct its inspection but shall be solely responsible for any damages caused thereby. Bidder/Purchaser shall repair any damage to the Property it causes or that is caused by its agents or invitees and shall indemnify and defend Seller and hold Seller harmless from and against any and all claims, liabilities or damages to the Property or against Seller caused by the intentional or negligent acts or omissions of Bidder/Purchaser and/or Bidder’s/Purchaser’s authorized agents, representatives or employees as a result of any inspection of the Property by such parties.

Contact: Please submit written questions regarding this sealed bid to:

Elizabeth Lea at (903) 628-5596

NO LOBBYING OF CITY EMPLOYEES, CITY OFFICIALS, OR CITY COUNCIL MEMBERS WILL BE PERMITTED OR TOLERATED. THE CITY WILL NOT PROVIDE INFORMATION ABOUT ITS DETERMINATION OR ANY BIDS RECEIVED UNTIL AFTER THE AWARD OF THE BID.

Information Provided by City: Information included in or provided with this request for sealed bids is provided solely for the convenience of the bidders. WHILE THIS INFORMATION IS BELIEVED TO BE ACCURATE, NO REPRESENTATION OR WARRANTY OF ANY KIND IS MADE BY THE CITY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION INCLUDED IN OR PROVIDED WITH THIS REQUEST FOR SEALED BIDS. Bidders are solely responsible for conducting such independent due diligence investigations as may be necessary for the preparation of bids. The City and its employees, consultants, agents, and advisors are not and will not be responsible for the completeness or accuracy of any information distributed or made available, orally or in writing, during this bidding process.

Costs and Expenses of Bidders: The City accepts no liability under any circumstances for any costs or expenses incurred by bidders in making a bid, visiting and evaluating the Property, attending any meetings or interviews, or in acquiring information, clarifying or responding to any condition, request, or standard contained in this request for sealed bids. Each bidder who participates in this bidding process does so at its own expense and risk and agrees that the City shall not reimburse any costs incurred during this process, whether or not any award results from the solicitation.

INDEMNIFICATION: BIDDER DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF BIDDER, HIS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR AN OTHER PERSON, OR FOR ANY CLAIM, LOSS DAMAGE, SUITS, DEMAND OR CAUSE OF ACTION RELATING TO THE BID, AWARD, NEGOTIATION, OR SELECTION OF BIDDER ARISING OUT OF OR IN CONNECTION WITH THIS REQUEST FOR SEALED BIDS, AND BIDDER WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT THE CITY FROM ANY AND ALL SUCH CLAIMS AND DEMANDS. SUCH INDEMNITY SHALL APPLY WHETHER THE CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE BIDDER TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF BIDDER, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOLE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR BIDDER OR ANY SUBCONTRACTOR UNDER WORKMAN'S COMPENSATION OR OTHER EMPLOYEE BENEFITS ACT. BY SUBMISSION OF A RESPONSE TO THIS REQUEST FOR SEALED BIDS, BIDDER AGREES THAT IT SHALL BE BOUND BY THE INDEMNIFICATION AND REMEDY PROVISIONS OF THIS REQUEST FOR SEALED BIDS. IF ANY LIABILITY CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION ARISE OUT OF THIS REQUEST FOR SEALED BIDS, THE CITY MAY SEEK PAYMENT OF ANY EXPENSES INCURRED IN DEFENSE, SETTLEMENT, OR PAYMENT OF ANY JUDGMENTS, COSTS, FEES, CHARGES, EXPENSES, OR ANY EXPENDITURE NECESSARY DUE TO THE LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION THAT ARISES OUT OF THIS REQUEST FOR SEALED BIDS FROM THE BID SECURITY PROVIDED BY BIDDER PURSUANT TO THIS REQUEST FOR SEALED BIDS.

Withdrawing of Bid: Bids may be withdrawn any time prior to the official opening; a request for the non-consideration of bids must be made in writing to the City Administrator or City Secretary and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

Assignment: The successful bidder may not assign its rights and duties in the event it is selected for award of sale without the written consent of the Mayor. Such consent shall not relieve the assignor of liability in the event of default by his/her assignee.

Governing Law and Venue: The construction and validity of the contract shall be governed by the laws of the State of Texas. Venue for any legal action commenced hereunder shall be in a court of appropriate jurisdiction in Bowie County, Texas.

Sovereign Immunity: Nothing in this request for sealed bids is intended to or shall have the effect of waiving any privileges or immunities afforded the City under Texas Law, including but not limited to, sovereign immunity or official immunity and it is expressly agreed that the City reserves such privileges.

Bidder's Representation:

By submitting its bid, Bidder represents that:

- a. Bidder has read and understands this solicitation;
- b. Bidder's bid is made in accordance with this solicitation;
- c. Bidder's bid is based upon the information set forth in this solicitation; and
- d. Bidder accepts the terms and conditions stated in this request for sealed bids.



**CITY OF NEW BOSTON, TEXAS
BID FORM**

Purchase of Surplus Property

Description	Amount of Bid
Lot # _____	\$ _____

Certifications:

Initial: _____ The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon conditions in the specifications of the invitation for Bid. Further, Bidder certifies that it has the Cash or Pre-approved credit to pay the purchase price offered.

Initial: _____ I hereby certify that I am not a City Employee or directly related to a City Employee.

Initial: _____ The receipt of responses does not require the City to accept any bid, enter into any contract or to complete a sale or exchange. Any and all bids may be rejected.

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____ Fax: _____

E-mail Address: _____

Signature: _____

Exhibit "A"
City of New Boston Surplus List
Viewing Dates April 10, 2021 and April 11, 2021
10:00 a.m. to 4:00 p.m.
Tapp Park

Lot #1	2010 Dodge Charger
Lot #2	2010 Ford F150
Lot #3	(Removed)
Lot #4	2005 Ford F150
Lot #5	2010 Ford F150
Lot #6	2010 Ford Ranger
Lot #7	1997 Freightliner FL 60
Lot #8	2004 Chevrolet 2500HD
Lot #9	2006 Ford F250
Lot #10	2003 Ford F350
Lot #11	2006 Ford F150
Lot #12	(Removed)
Lot #13	2009 Scagg Mower (52")
Lot #14	Land Pride Shredder (72")
Lot #15	Land Pride Box Blade (60")
Lot #16	LeeBoy Asphalt Crack Sealer
Lot #17	Sprayer
Lot #18	Utility Trailer
Lot #19	Manhole Pieces
Lot #20	8' Flatbed
Lot #21	15' Military Truck Bed
Lot #22	Military Portable Office (removed from Humvee)
Lot #23	Silver Truck Toolbox (shallow)
Lot #24	Black Truck Toolbox (shallow)
Lot #25	Black Truck Box
Lot #26	Headache Rack
Lot #27	3" Honda WT30X Trash Pump
Lot #28	2" Wacker Neuson Pump
Lot #29	2" Honda WT20X Trash Pump
Lot #30	Homemade 15' Trailer
Lot #31	(3) Progard Dividers
Lot #32	(3) Radar Units Decatar Radar Genesis Radar Control Unit (2) Kustom Pro 1000 Radar Control Units
Lot #33	(2) Motorola Speaker Boxes Bendix/King Speaker Box (2) Motorola Radio Units Kenwood Radio Unit

- Lot #34 (2) Whelen Light Bar
LED Light Bar w/ Black Top
(3) Red/Blue Dash Lights
Shome Light Bar
(2) Light Bar Control Boxes
(2) Siren Boxes
(2) Show Me Siren Boxes 100 watt
(4) Whelen Siren Control Boxes
Unistar Light/Siren Control
- Lot #35 (8) Mobile Vision in car video box w/ VHS players inside
(10) Mobile Vision Cameras
(5) Mobile Vision Monitors
(3) Mobile Vision Control Panels
(2) Mobile Vision Display Monitors Rooftop Mount
(3) L3 Monitors
- Lot #36 (3) Cigarette Style 3 Port Charging Blocks
(2) Metal Boxes with Arm Rest
- Lot #37 (3) Lenovo Keyboards
IBM Keyboard
(2) Dell Keyboards
E-Machine Keyboard
HP Keyboard
MI Keyboard
- Lot #38 Dell Monitor
Synaps Monitor
Dell Speakers
- Lot #39 HP Deskjet 3740 Printer
HP Deskjet D2445 Printer
HP Deskjet F4140 Printer
HP Deskjet 1020 Printer
Lexmark X1185 Printer
- Lot #40 SAM4S Cash Register
- Lot #41 AT&T Phone
GE Phone
Emerson Phone
1 Blk Phone Piece

- Lot #42 (10) Computer Mouse
(35) Misc. Computer Cables
- Lot #43 Lenovo Computer
Lenovo Computer
Lenovo ThinkCenter Computer
Lenovo ThinkCenter Computer
Dell Computer
Dell Computer
Compaq Computer
e-Machine Computer
- Lot #44 (2) HP DVD Drives
- Lot #45 HP LaserJet PRO 400 Printer
Lexmark T632 Printer
- Lot #46 Linksys Wireless Router
Linksys Router with 4 Port Switch
- Lot #47 Logitech Corded Mouse
HP Keyboard
Logitech Keyboard
(2) Lenovo Keyboards
- Lot #48 KDS Monitor
- Lot #49 Baseline Switch 2426-PWR Plus
APC Smart-UPS 750
Brother Facsimile Transceiver Model FAX-1270c
- Lot #50 Dell Optiplex 320 Computer
IBM System X3400 Computer
Dell Optiplex 170L Computer
HP Computer
Dell Dimension 3100 Computer
Dell Dimension 3100 Computer