



**THE CITY OF BRENTWOOD
QUOTATION REQUEST**
This is an inquiry, not an order.
PLEASE QUOTE PROMPTLY
BID CLOSING DATE: August 5, 2024

Fill in your lowest net price opposite the item or items listed herein and complete all applicable blank spaces. Any erasure or correction in this quotation sheet must be initialed by the Bidder. Bidder shall be bound by any irregularities in this bid, however, City may reject this bid based on irregularities. This quotation must be complete, promptly executed by the Bidder and received at The City of Brentwood, 2201 Elkins Way., Brentwood, CA 94513, and Attention: Scott Dempsey, by 2 o'clock P.M. (local time).

Date: August , 2024

Request for Quotation Number:

Delivery Required by:

Item	Qty	Description	Unit Price	Amount
1	1	Trail-Eze TE401 40,000 Pound Payload Trailer	476,962-	476,962-
			6,000-	6,000-
			<u>482,962-</u>	<u>482,962-</u>

Per City of Brentwood Spec. Attached *Freight*

ALL ITEMS SHALL BE QUOTED F.O.B. BRENTWOOD, IF FREIGHT CHARGES APPLY PLEASE ESTIMATE

Comments: *TOW AWAY DELIVERY FROM MITCHELL SD TO BRENTWOOD, CA. WAS \$6,000-*

Sub-Total *\$82,962-*

Tax *8.25% = 17,259.18*

Total *\$90,221.18*

** PLEASE NOTE - FET. IS NOT INCLUDED IN THIS PROPOSAL*

THE BIDDER AGREES AS FOLLOWS:

- That the Bidder will furnish to The City, in conformity with the conditions set out on the reverse side hereof and any specifications, plans, price schedules, samples, instructions, addenda or other details, provided in connection therewith or referred to therein, the goods, materials, articles, equipment, work or services, specified in this quotation sheet, at the prices quoted herein, upon receipt of an official order therefor.
- That the Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order based on this quotation sheet, that is or are to be made or used for a particular purpose will be fit and suitable for that purpose and are free of material defects.
- That the goods, materials, articles, equipment, work or services, specified or called for in or under this quotation sheet, will be delivered or completed within the period set out above as the guaranteed period of delivery or completion after receipt of an office order therefor.
- That The City may accept any quotation in whole or in part, whether the price or prices be the lowest or not, and may reject any or all quotations.
- That if the Bidder is awarded the bid they will obtain a City of Brentwood Business License (if required) per City of Brentwood Muni-code Title 5.
- The City of Brentwood's standard Terms of Payment are net 30.

This form must be completed, properly signed and received on or before the date specified, or your quotation will not be considered.

Guaranteed period of delivery or completion after receipt of an official order 200 Days Terms of Payment NET 30 DAYS

Firm Name GREAT WESTERN LEASING & SALES DBA GREAT WESTERN TRAILER

Signature of Authorized Salesperson [Signature] Date: 8/5/2024

Print Name Bobo Welsh Title Sales

Address 14212 Valley Blvd, Fontana, CA 92335 Zip Code 92335

Telephone Number 951-453-4127 Facsimile Number 909-664-1077

PURCHASE ORDER TERMS AND CONDITIONS

DEFINITIONS: The term "Buyer" as used in this order means the City of Brentwood/Redevelopment Agency, and the term "Vendor" means the person, firm, or corporation from whom the commodity or service described in this purchase order ("Order") is ordered.

ACCEPTANCE: Performance under this Order by Vendor shall constitute acceptance of the Order by Vendor, including all of the terms and conditions herein. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by Vendor are rejected unless expressly agreed to in writing by an authorized representative of Buyer's Finance Department.

COMPLETE AGREEMENT: This Order as Buyer's offer to Vendor, including all applicable terms, conditions and specifications, shall constitute the sole and exclusive agreement between the parties. This order supersedes all other writings and negotiations including, but not limited to, Vendor's Purchase Order. Buyer will not be responsible for goods delivered or a service rendered without a purchase order properly signed by Buyer's Purchasing Agent or authorized agent. When this order covers a continuing service rendered over a stated period of time, Vendor must obtain a new order upon expiration of the time period to authorize the continuance of the service for an additional period of time.

DEFAULT: Buyer may terminate the whole or any part of Vendor's work in any one of the following circumstances: (1) If Vendor fails to make delivery or fails to perform within the time specified herein or any extension thereof; or (2) If Vendor delivers nonconforming goods; or (3) If Vendor fails to perform in accordance with the provisions of this agreement, or so fails to make progress as to endanger performance of this Order in accordance with its terms. In the event of any such failure Buyer will provide Vendor with written notice of the default and Buyer's intention to terminate for default. In case of default Buyer may purchase upon such terms and in such manner as Buyer may deem appropriate, items similar to those terminated, and Vendor shall be liable to Buyer for any excess costs of such similar items; however, Vendor shall continue the performance of this Order to the extent not terminated. The rights and remedies of Buyer provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Order.

CHANGES: Buyer may direct in writing changes, including additions to or deletions from the quantities originally ordered, or in the specifications or drawings. If any such change causes an increase or decrease in the cost of, or the time required for, performance hereunder, an equitable adjustment shall be made in the price or schedule. Any claims for adjustment which Vendor believes result from any change directed by Buyer shall be asserted in writing by Vendor no later than ten (10) days from the date of Vendor's receipt of any such direction or comments. Equitable adjustments for any claims or changes under this agreement, including claims arising from terminations or suspensions directed under DEFAULT above, of this agreement, will be made by written change order. Nothing contained herein shall excuse Vendor from proceeding with the change prior to negotiation of any adjustment. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon Buyer, except when confirmed in writing by a member of Buyer's Finance Department.

INVOICES: A separate invoice shall be issued for each service. Invoices shall not be issued prior to delivery of items. Payment shall not be made prior to receipt of items and an invoice. Credit and discount periods will be computed from the date of receipt of the invoice to the date Buyer's check is mailed. Unless freight and other charges are itemized, the discount will be taken on the full amount of the invoice. Payment will be made within thirty (30) days after approval of the invoice by Buyer.

RIGHT TO AUDIT: Buyer reserves the right to access and audit Vendor's records during the term of this order and for a period of four (4) years after payment of any invoice.

INDEPENDENT CONTRACTORS: Vendor is an independent contractor, and all persons employed by Vendor in connection herewith shall be its employees and not employees of Buyer in any respect.

DELIVERY: Timely performance and deliveries are essential to this Order.

DELAYS: Vendor will not be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition which is beyond Vendor's reasonable control and without Vendor's fault or negligence. Acts of God, such as storms or floods, as well as government

priorities, acts of civil or military authorities, fires, strikes, epidemics, war or riot are examples of events which will be excusable for being beyond Vendor's reasonable control, only upon fulfillment of the following conditions (a) within seven (7) days of the commencement of any excusable delay, Vendor shall provide Buyer with written notice of the cause and extent thereof as well as a request for a schedule extension for the estimated duration thereof, and (b) within seven (7) days of the cessation of the event causing delay Vendor shall provide Buyer with written notice of the actual delay incurred, upon receipt of which, the date of promised delivery shall be extended for the time actually lost by reason of an excusable delay.

INDEMNIFICATION: In the event work is performed, or labor furnished to Buyer under the Purchase Order, Vendor shall indemnify, defend and hold harmless Buyer, its officers and employees, from and against any and all liability, claims, damages, costs, loss or expense (including without limitation costs and fees of litigation) of every nature arising out of or connected with Vendor's work performed under this Order, except such loss or damage which was caused by the sole negligence or willful misconduct of Buyer.

SAFETY: All equipment and materials shall comply with all Federal, State and local safety rules and regulations including OSHA. Where applicable, materials must be labeled in accordance with Section 5194, Title 8, of the California Administrative Code. Vendor is required to include a Material Safety Data Sheet prepared in accordance with Section 5194(9) with each shipment of all such materials to Buyer.

EQUAL OPPORTUNITY EMPLOYER: It is the policy of Buyer that in connection with all materials furnished or work performed under this Order, there be no discrimination against employees because of race, religion, color, sex or national origin, and therefore Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practices Act.

PERMITS OR LICENSES: Vendor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, and by Buyer, in connection with the furnishing of materials, supplies or services herein requested.

TAXES: Unless prohibited by law, Vendor shall pay and has included in the prices of this Order any federal, state or local tax, transportation tax, or other tax which is required to be imposed upon the items ordered hereunder, or by reason of their sale or delivery.

TERMINATION FOR CONVENIENCE: Buyer shall have the right to terminate this Order in whole or in part at any time, and from time to time, by written or telegraphic notice effective upon receipt by Vendor of such notice, even though Vendor is not in breach of any obligation hereunder. Upon receipt of notice of termination, Vendor shall immediately discontinue performance and shall comply with Buyer's instructions concerning disposition of completed and partially completed items, work in progress and materials acquired pursuant to this Order. In the event of such termination, Vendor shall be paid an amount in settlement to be mutually agreed upon by the parties which shall cover Vendor's reasonable costs of performance incurred prior to termination in connection with the items for which this Order is terminated plus a reasonable profit based upon such costs. However, said payment shall not exceed the price specified herein for such items. Vendor shall advise Buyer, in writing, of Vendor's claim, if any, for termination costs within ten (10) days after receipt of the notice of termination. Termination in accordance with this article shall not affect Buyer's obligation to pay for items accepted by Buyer prior to such termination.

ASSIGNMENT: Any subletting or assignment of the Order, by operation of law or otherwise, without the prior written consent of Buyer shall be void.

WAIVERS: The waiver by either Party of any breach or violation of any term of this Order or of any applicable law will not be deemed to be a waiver of such term or law or of any subsequent breach or violation of same or of any other term or law.

CALIFORNIA LAW: The definition of terms used, interpretation of this Order and rights of all parties hereunder shall be construed under and governed by the laws of the State of California. Any litigation with respect to this Order shall be brought and conducted in Contra Costa County, California.

SPECIFICATIONS

FOR

“Trail-Eze TE401”

**CITY OF BRENTWOOD
CONTRA COSTA COUNTY, CALIFORNIA**

DESCRIPTION OF VEHICLE:

Bids shall include only vehicles which are new and unused, are the manufacturer’s model in current production, are complete and standard in all respects, are fully assembled, and are entirely suitable for the intended purpose and shall not have been used for demonstration purposes. All installations shall be made in a neat and workmanlike manner and all vehicles and equipment furnished shall be subject to the approval of the Public Works Department.

SCOPE: The vehicle covered by these specifications consists of:

One (1) 2023 “Trail-Eze TE401”

AWARD OF CONTRACT:

Consideration will be given, but not necessarily restricted to, price, terms, delivery, prior performance, availability of parts and service, and the warranty period. Determination of the lowest qualified bidder will be in accordance with the City of Brentwood’s Purchasing Policy 10-7.

The City of Brentwood reserves the right to award the bid to a bidder other than the low bidder, if it is deemed to be in the best interest of the City of Brentwood.

WARRANTY:

In no event will a full warranty term of less than Twelve (12) months, be considered covering all components of the ***“Trail-Eze TE401”*** and this warranty shall include all parts and labor. The purchase option of additional warranty coverage is required. The successful bidder shall furnish the City with a properly prepared and signed warranty prior to the City acceptance of the delivered ***“Trail-Eze TE401”***.

The warranty shall guarantee the materials and workmanship, and that the ***“Trail-Eze TE401”*** is properly designated and constructed to perform as intended. All materials, parts, labor, assemblies and components shall be subject to the warranty conditions and terms, unless specifically exempted in writing and agreed to by the City of Brentwood.

SAFETY:

“Trail-Eze TE401” shall be equipped to comply with all requirements of the State of California, Division of Industrial Safety, OSHA, D.O.T. California Emissions and all other regulatory agencies affecting the final use of the ***“Trail-Eze TE401”***.

DELIVERY:

The successful bidder shall deliver the ***“Trail-Eze TE401”*** to the Public Works Fleet Maintenance Building, 2201 Elkins Way, Brentwood, California, 94513 within 90 days after award. In case of failure on the part of the vendor to complete all work specified in these “Specifications”, in the time period stated above, the successful bidder shall pay the City, as liquidating damages, the sum of one Hundred Dollars (\$100) per day for each calendar day beyond the date specified until the ***“Trail-Eze TE401”*** is satisfactorily delivered.

INSPECTION AND ACCEPTANCE:

Upon delivery of the ***“Trail-Eze TE401”*** to the City of Brentwood, the Public Works Department shall make the final inspection and acceptance. Until that acceptance is complete, insurance coverage shall remain the responsibility of the successful bidder.

If, upon initial inspection or during the warranty term, the ***“Trail-Eze TE401”*** or ***“Auxiliary equipment as specified in the Request for Quotation”*** is found to be defective in construction or deficient any of the requirements of these specifications, the successful bidder shall remedy or remove and replace the ***“Trail-Eze TE401”*** or ***“Auxiliary equipment as specified in the Request for Quotation”*** in an acceptable manner and no compensation shall be allowed for such correction for either material, labor or transportation of material and/or repair.

SPECIFICATIONS: ***“Trail-Eze TE401”***

General:

Shall be complete with all standard equipment as described in the manufacturers published literature and manuals as well as special accessories described herein. Said equipment shall be completely serviced and ready for use prior to inspection and delivery. Design to be current within the last 12 months and have more than 10 units operating in California.

STANDARD EQUIPMENT:

Chassis:

Quote # 1-CA- TE401-Brentwood
2024 TE401
40,000 payload
20 ton slide axle
Pintle hitch
36' Overall length/401w/30' main bed & opt 6' tongue
102" width

Mechanical:

1. Two speed landing gear
2. Apitong Decking
3. Air Brakes
4. Spring suspension
5. All light LED
6. Blade (RV style) trailer cord
7. Angled Strobe lights – 1 each side – switch mounted by controls on upper deck
8. ½" plate approach
9. Stake pockets & chain slots alternating on 48"

Tires:

235/75R17.5

Options:

11.7 HP Honda self contained unit (mounted on tongue)
Valve stem extensions on inner wheels – 2 axle
Non-skid perimeter beam top flanges & knife edge

General:

Standard and Option Equipment:

All equipment and accessories catalogued as standard by the manufacturer will be supplied with this *“Trail-Eze TE401”* and all other items as listed in these specifications.

Color:

Black

Keys:

Four (4) sets of keys for all locks, and ignition shall be supplied at the time of delivery.

Manuals:

One (1) complete set of Parts, Service and Repair Manuals will be provided at the time of delivery. These manuals will provide all required information and instructions for the complete repair and rebuild of all components of the *“Trail-Eze TE401”*. No brochures of any mounted equipment shall be accepted as a manual. 1 set of CD's with all manuals.

Parts and Service:

Parts shall be available for repairs and / or service within 48 hours of request. A supply of commonly used items shall be maintained on vendor's site for 24-hour delivery time. Service of *“Trail-Eze TE401”* under warranty period shall not exceed a 48 hour response time to the City of Brentwood, Public Works Department. No Exceptions.

Training:

None Required

Registration:

Shall be Exempt plates.

All registration and Department of Motor Vehicle forms shall be filled out and sent to D.M.V. before delivery, to the City of Brentwood, Department of Public Works, Fleet Maintenance Division, 2201 Elkins Way, Brentwood, CA 94513. This shall include all necessary weight slips for registration purposes. Copies should be made for the City of Brentwood prior to delivery.

Registered to:

City of Brentwood
150 City Park Way
Brentwood, Ca. 94513

Deliver to:

City of Brentwood
2201 Elkins Way
Fleet Building "D"
Brentwood, Ca. 94513

Failure on the part of the bidder to comply with all requirements and conditions of the invitations for bid may subject their bid to rejection. No exceptions or deviations from these specifications will be considered unless each exception or deviation is specifically stated by the bidder as an exception and/or deviation.

CONTACT PERSONS:

For Bid Information:

Scott Dempsey
Fleet Manager

(925) 516-6000
Mon. – Fri. 7:30 A.M. to 3:00 P.M.

For Technical Information:

Scott Dempsey
Fleet Manager

(925) 516-6000
Mon. – Fri. 7:30 A.M. to 3:00 P.M.