

NOTICE OF SEALED BID AUCTION  
PRECISION INTERNATIONAL FIRE TANKER  
16300 N MULLEN RD  
BELTON, MO 64012

### INVITATION FOR SEALED BIDS FOR CITY OF BELTON FIRE DEPARTMENT PERSONAL PROPERTY

**Sealed Bid Auction for the purchase of the personal property described in the Schedule portion of this Invitation for Sealed Bid opening will occur publicly at the date, time and place as follows:**

**Date/Time:** Bid opening is scheduled for **1:00 PM, May 6, 2024**. Bids must be received in the Belton Fire Station 82 no later than **12:00 noon on May 6, 2024**

**Location:** Belton Fire Department  
16300 N Mullen Rd.  
Belton, MO 64012

#### **General Information:**

**Terms:** Purchase price is due upon receipt of the property. Any bid may be withdrawn until the date and time set forth above for submission of bids. Any bids not so withdrawn will constitute an irrevocable offer. The selected bidder must be prepared to close the sale within **5 days** following notification of the City of Belton bid acceptance.

**Approval:** It is anticipated that the City of Belton will approve the highest and best bidder for the sale of the personal property. Please note that the City of Belton is the final authority awarding the contract and may choose to accept any bid, reject all bids, or may choose to counteroffer or otherwise negotiate with responsive bidders.

**Inspection:** The property may be inspected at any reasonable time. Please refer all questions to John Sapp, Fire Chief at 816-331-7969 or [jsapp@beltonfire.org](mailto:jsapp@beltonfire.org)

**Proceeds:** The proceeds from this sale shall be paid to the City of Belton and shall be paid by the selected bidder in accordance with Instruction to Bidders contained herein.

**Receipt of Bid:** To be considered, a bid must be received at the Belton Fire Station 82 by **Noon, May 6, 2024**. The bid should be placed in a sealed envelope and displayed prominently somewhere on the front of the envelope should be the following: **Bid for City of Belton Tanker**. The City of Belton reserves the right to reject any and all bids received.

#### SCHEDULE

I. The Property Offered for Sale: 2009 International 2000 Gallon Tanker

- International 4400 Series 4x2
- 17,854 Miles
- 3069 Hours
- 40,000 GVWR
- Maxxforce 9, 330 HP w/Allison Transmission
- 2000 Gallon poly tank
- 1250 GPM Hale pump
- 3000 Gallon Portable Tank
- Aluminum Extruded Body
- ROM roll up compartment doors
- 24' Extension Ladder
- 14' Roof Ladder
- 2-10' Hard Suction Hose
- Deck Gun
- 3 Powered extended water dump chutes.
- On-Spot Tire Chains
- Standard NFPA Emergency Lighting
- 2 Preconnect crosslays trays
- LDH Hose Bed

**SPECIAL TERMS OF SALE:**

1. Bid Price

The City seeks to obtain the highest and best bidder for the Property and reserves the right to reject any and all bids. The City will accept the bid received that meets the highest monetary value and is in the best interests of the City.

**GENERAL TERMS OF SALE**

1. TERMS – "INVITATION FOR SEALED BIDS."

The term "Invitation for Sealed Bids" as used herein refers to the foregoing Invitation for Sealed Bids, and its schedule; the Instructions to Bidders; the general terms of the sale set forth herein; and the provisions of the Special Terms of Sale and Bid Form all as may be modified and supplemented by any addenda that may be issued to prior to the time fixed on the Invitation for Sealed Bids for the opening of bids or conduction of a public auction.

## 2. DESCRIPTIONS IN INVITATION FOR SEALED BIDS.

The description of the Property set forth in the Invitation for Sealed Bids and any other Information provided therein with respect to said Property are based on information available to the City of Belton and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the City, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

## 3. INSPECTION

Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Personal Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

## 4. CONDITION OF PROPERTY

The property is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

## 5. POSSESSION

The successful bidder agrees to assume possession of the Property as of the date of conveyance.

## 6. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids or conduction of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, together with any; payments subsequently made on account, may be forfeited at the option of the City, in which event the bidder shall be relieved from further liability, or without forfeiting the said payments, the City may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## 7. CITY LIABILITY

If a bid is accepted by the City and: (1) The City fails, for any reason, to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, the City shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon the City shall have no further liability to Purchaser. Further, the City may rescind its approval

at any time subsequent to acceptance and approval and prior to conveyance, if it is reasonably determined by the City, in its sole and absolute discretion, that such action is justified in the light of the circumstances then prevailing. Any rescission, pursuant to this paragraph will be without liability on the part of the City other than to return the earnest money and/or bid deposit, if any, without interest.

#### 8. TITLE

If a bid for the purchase of the Personal Property is accepted, the Seller's interest will be conveyed by a Certificate of Title.

#### 9. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The City shall set a sale closing date, said date to be not later than 5 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the City the balance of the purchase price. Only cashier's check, certified check, or money order will be accepted and must be payable to the City of Belton. Upon such tender being made by the successful bidder, the City shall deliver to the successful bidder the instrument, or instruments, of conveyance. The City reserves the right to extend the closing date for a reasonable amount of time for the purpose of preparing necessary conveyance documents.

#### 10. DELAYED CLOSING

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the City. The interest rate shall be twelve percent (12%) per year. The City reserves the right to refuse a request for extension of closing.

#### 11. CONTRACT

The Invitation for Sealed Bids, and the bid when accepted by the City, shall constitute an agreement for sale between the successful bidder and the City. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the City, and any assignment transaction without such consent shall be void.

## **INSTRUCTIONS TO BIDDERS**

### **1. Submittal of Sealed Bids**

On the date set and at the time designated for the opening of the sealed bid auction.

Outside of envelope containing the sealed bid must be marked: City of Belton Tanker Bid

### **2. Bid Form**

Each prospective bidder is required to complete and execute, in duplicate, the bid form attached in this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected.

Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed.

Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid.

### **3. Bid Executed on Behalf of Bidder**

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his or her Power of Attorney or other evidence of the authority to act on behalf of the bidder. If the bidder is a corporation or other entity, the Certificate of Corporate Bidder must be executed. A duly authorized officer of the entity other than the office signing the bid must execute the certificate under the corporate seal. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

### **4. Notice of Acceptance or Rejection**

Notice by the City of acceptance of a bid shall be deemed to have been sufficiently given when calling and emailing the selected bidder or the duly authorized representative at the contact information indicated in the bid documents. Notice by the City of rejection of a bid shall be deemed sufficiently given when the original bid sheet of the rejected or unsuccessful bidder has been emailed to the bidder at the address provided in the bid document.

The City reserves the right to reject any or all bids or portions thereof.

**OFFER TO PURCHASE PERSONAL PROPERTY**  
**Sealed Bid for City of Belton Personal Property**

Vehicle Description: \_\_\_\_\_

Bid Amount: \_\_\_\_\_

Your Name (Print): \_\_\_\_\_

Corporation (If Any): \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_





























































