



Purchase Order

City of Fair Oaks Ranch

PURCHASE ORDER # 01192024CH

7286 Dietz Elkhorn, Fair Oaks Ranch, TX 78015
Phone 210-698-0900 Fax 210-698-3565
acctspayable@fairoaksranchtx.org

Note: Please send all invoicing to ACCTS
PAYABLE (acctspayable@fairoaksranchtx.org)

VENDOR: Briggs Equipment
5655 South Interstate 35
New Braunfels, TX 78132

REQUESTOR: City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

Genie TZ-50 Trailer-Mounted Boom Lift

- 55 ft 6. In max working height
- Power Source - Standard 24V
- Lift Capacity - 500 lb
- Towing speed rate - 60 mph

Details included in attached proposal. Reference BuyBoard Contract # 685-22

Total: \$54,480.00

Authorized By: _____

Date: _____

ATTACHMENT A TERMS AND CONDITIONS

DELIVERY DATE

The delivery date shall be no later than the timeframe and/or date stipulated in the purchase order.

PRICE

The price to be paid by the City may not be higher than the amount included in the order.

PAYMENT TERMS

All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act. The vendor shall not invoice for items until they have been accepted and approved by the City of Fair Oaks Ranch.

TAXES

The City of Fair Oaks Ranch is exempt from Federal and State Sales taxes.

RIGHT OF INSPECTION

City shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.

F.O.B. DESTINATION

This Order shall be processed as Freight On Board (F.O.B.) Destination, to the address specified in the order. The City of Fair Oaks Ranch assumes no liability for goods damaged while in transit and or delivered in a damaged or unacceptable condition. It shall be the responsibility of the vendor to handle all claims with carriers. In the event items are damaged in transit or arrive damaged to the City of Fair Oaks Ranch, the vendor shall ship replacement items immediately upon notification by the City of damage at no additional charge, and shall coordinate the shipment(s),

TITLE AND RISK OF LOSS

The title and risk of loss of goods shall not pass to the City of Fair Oaks Ranch until the City receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.

MODIFICATIONS

This agreement can be modified only by written agreement by both parties.

BOYCOTTING ISRAEL PROHIBITED

The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, the vendor verifies that it does not Boycott Israel, and agrees that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

Customer Name/Address:

City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

Quotation #: QUO 120523-02

Date: 1/5/2024

Contact Name: Clayton Hoelscher

Phone Number: (210) 698-0900, Ext. 219

Email Address: choelscher@fairoaksranchtx.org

Mr. Hoelscher,

Thank you for the opportunity to provide you with our proposal for your aerial equipment needs. Based on our evaluation of your current application, Briggs Equipment is pleased to provide you with a quotation for the following equipment:



Image may not depict actual machine configuration.



GENIE TZ-50 Trailer-Mounted Boom Lift

SPECIFICATIONS:

Measurements

- 55 ft. 6 in. (16.92 m) max working height
- 49 ft. 6 in. (15.09 m) max platform height
- Entry height – extended 1 ft. 8 in. (0.51 m)
- 29 ft. 2 in. (8.89 m) horizontal reach
- 23 ft. 1 in. (7.04 m) clear out reach
- Platform length: 2 ft. 2.8 in. (0.68 m)
- Platform width: 3 ft. 8 in. (1.12 m)
- Height – stowed: 6 ft. 10 in. (2.08 m)
- Length – stowed: 23 ft. 6 in. (7.16 m)
- Width – stowed: 5 ft. 6 in. (1.68 m)
- Ground clearance: 10 in. (0.25 m)
- Length – outrigger footprint: 14 ft. 4 in. (4.37 m)
- Width – outrigger footprint: 14 ft. 4 in. (4.37 m)

Productivity

- Lift capacity (ANSI, CSA) – standard: 500 lb. (227 kg)
- Lift capacity (ANSI, CSA) – rotating platform: 500 lb. (227 kg)
- Platform rotation -- mechanical: 0°
- Platform rotation -- hydraulic: 160°
- Turntable rotation: 359°
- Outrigger leveling capability: 11°
- Towing speed rate: 60 mph (97 km/h)
- Tongue weight – ANSI, CSA: 400 lb. (181 kg)
- Tire size – ANSI, CSA: ST 225/75 R15

Power

- Power source -- standard: 24V (4 x 6V 225 Ah)
- Hydraulic tank capacity: 4.75 gal (18L)
- Hydraulic system capacity: 8.0 gal (30L)

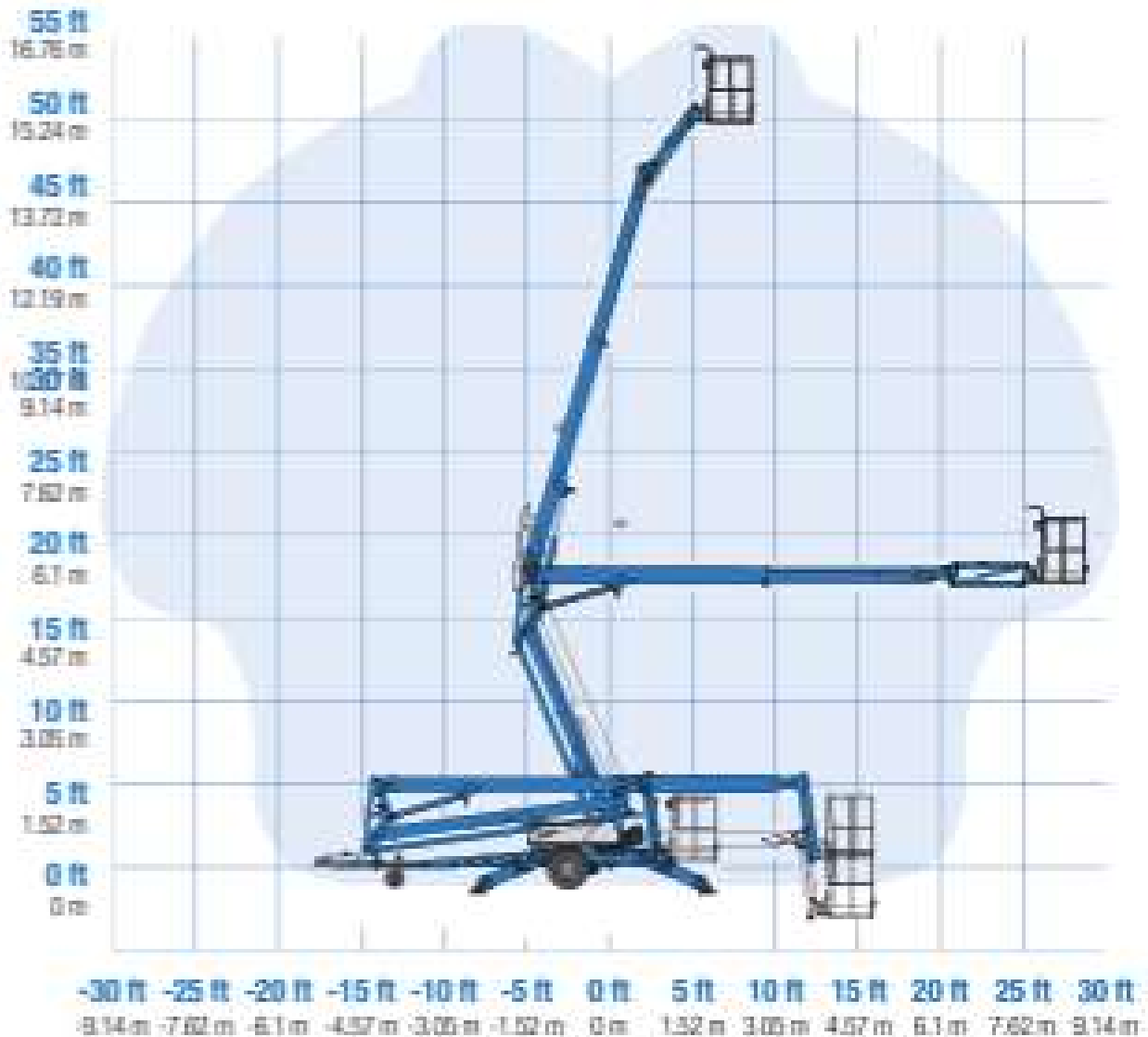
Weight

- Weight – ANSI, CSA, Australia: 4,400 lb. (1,996 kg)

Sound and Vibration Levels

- Sound Pressure level (ground workstation): <70 dBA
- Sound Pressure level (platform workstation): <70 dBA
- Vibrations: <2.5 m/s²

Range of motion TZ-50





QTY:	1
Cost Per Unit:	\$49,519.00
Manufacturer's Freight & Fees:	\$4,111.00
Dealer's Make Ready and Local Delivery:	\$850.00
Lead Time:	Q4 2024
Total Cost (Tax Not Included):	\$54,480.00

**THIS QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE.
REFER TO PRODUCT LITERATURE FOR FURTHER SPECIFICATIONS.**

<u>Customer Representative</u>	<u>Briggs Equipment Representative</u>
Accepted by _____	Proposed by <u>Carlo DeSanto</u>
Title _____	Title <u>Acct. Manager</u>
Customer PO# _____	BuyBoard Proposal Tabulation No. 685-22





Terms and Conditions

ACCEPTANCE

ALL QUOTATIONS ARE SUBJECT TO PROMPT ACCEPTANCE AND TRANSMITTAL OF ORDER. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE STATED. CONTRACTS AND AGREEMENTS ARE NOT VALID UNLESS APPROVED AND ACCEPTED IN WRITING IN THE EXECUTIVE OFFICE IN DALLAS, TEXAS OR IN A BRANCH OFFICE LOCATED WITHIN THE STATE OF TEXAS. HOWEVER, ALL CONTRACTS SHALL BE DEEMED TO HAVE BEEN EXECUTED IN DALLAS COUNTY, TEXAS.

DELAYS

DELIVERIES UNDER ALL CONTRACTS AND AGREEMENTS ARE CONTINGENT UPON ACTS OF PROVIDENCE, STRIKES, ACCIDENTS, GOVERNMENTAL PRIORITY REGULATIONS AND OTHER CAUSES OF DELAY BEYOND THE SELLER'S CONTROL, AND IN NO EVENT WILL THE SELLER BE LIABLE FOR CONSEQUENTIAL DELAYS OR LOSSES.

CANCELLATIONS

ORDERS CANNOT BE SCHEDULED, CANCELLED, SPECIFICATIONS CHANGED OR GOODS RETURNED WITHOUT THE SELLER'S PRIOR PERMISSION. ACCEPTANCE IS CONDITIONAL UPON REIMBURSEMENT FOR CONSEQUENTIAL LOSS TO THE SELLER AND APPLICABLE RESTOCKING FEES. SPECIAL OR CUSTOM ORDERS CANNOT BE CANCELLED.

DELIVERIES

PROMISES OF DELIVERY ARE GIVEN AS ACCURATELY AS CONDITIONS WILL PERMIT, BUT DUE TO SHIPPING AND MANUFACTURING CONTINGENCIES, SELLER CANNOT GUARANTEE TO ACCOMPLISH SHIPMENTS ON DATE OR DATES MENTIONED. NOTWITHSTANDING THE FOREGOING, PURCHASER MUST TAKE DELIVERY OF GOODS WITHIN 30 DAYS OF THE LATER OF (A) THE PROMISED DELIVERY DATE; OR (B) SELLER'S NOTICE TO PURCHASER THAT THE GOODS ARE AVAILABLE FOR DELIVERY. IF PURCHASER THEREAFTER FAILS TO TAKE DELIVERY, PURCHASER WILL BE INVOICED FOR THE GOODS AND APPLICABLE STORAGE CHARGES FOR UP TO 90 DAYS, AFTER WHICH SELLER MAY DEEM THE GOODS ABANDONED OR EXERCISE ANY OTHER RIGHT OR REMEDY AVAILABLE TO IT UNDER LAW.

WARRANTIES

THE SELLERS' LIABILITY IS LIMITED TO MAKING GOOD DEFECTS IN WORKMANSHIP OR MATERIAL UNDER THE MANUFACTURER'S WARRANTY AND SHALL NOT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE ITEM. THE SELLER IN NO EVENT SHALL BE LIABLE FOR DAMAGES TO PERSONS OR PROPERTY ARISING OUT OF THE USE OF ITEMS SOLD. THIS WARRANTY SUPERSEDES ALL PRIOR ASSURANCES, WRITTEN OR ORAL MADE BY THE SELLER, ITS AGENTS OR REPRESENTATIVES.

PERFORMANCES

INFORMATION PROVIDED CONCERNING PERFORMANCE OF EQUIPMENT LISTED HEREON ARE ENGINEERING ESTIMATES ONLY AND NO GUARANTEE TO MEET SUCH SPECIFICATIONS IS TO BE IMPLIED.

CONFIDENTIAL INFORMATION

THIS PROPOSAL AS WELL AS ALL INFORMATION THEREIN, INCLUDING PRINTS, BROCHURES, ETC., ARE CONFIDENTIAL AND INTENDED ONLY FOR THE PURCHASER'S USE AND ARE NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE SELLER.

TERMS OF SALE

UNLESS OTHERWISE SPECIFICALLY STATED, TERMS ARE NET. 10 DAYS FROM THE DATE OF INVOICE. F.O.B. SHIPPING POINT, SALES OR USE TAXES, ANY TYPE OF PROPERTY TAX OR ANY MANUFACTURER'S OR OTHER EXCISE TAX LEVIED BY FEDERAL, STATE OR MUNICIPAL GOVERNMENT OR ANY SUB-DIVISION THEREOF, ARE THE LIABILITY OF THE PURCHASER AND IF PAID BY THE SELLER ARE RECHARGEABLE TO THE PURCHASER. ALL SALES SUBJECT TO THE APPROVAL OF OUR CREDIT DEPARTMENT. THIS AND ALL SUBSEQUENT PURCHASES ARE PAYABLE IN DALLAS, DALLAS COUNTY, TEXAS. THE SELLER RESERVES THE RIGHT TO CANCEL THIS CONTRACT UPON (1) BREACH OF CONTRACT BY THE PURCHASER (2) FAILURE BY PURCHASER TO MAKE PAYMENTS AS REQUIRED AND (3) UPON INSOLVENCY OR BANKRUPTCY OF THE PURCHASER THE SELLER MAY REQUIRE ADVANCE PAYMENT FOR SECURITY OR MAY CANCEL AN ORDER IF THE SELLER, IN GOOD FAITH, DOUBTS THE PURCHASER'S ABILITY TO PAY

GENERAL

NO TERMS CONTAINED IN THE PURCHASER'S PURCHASE ORDER, SHIPPING REQUEST, OR OTHER COMMUNICATIONS SHALL VARY. THE TERMS OF THE AGREEMENT, EXPRESSED HEREIN, WHETHER OR NOT SHIPMENT OF THE GOODS FOLLOWED RECEIPT OF SUCH PURCHASE ORDER OR OTHER COMMUNICATIONS.

We propose to furnish items, as described, at prices stated: and, unless otherwise specified by us, under our regular conditions and terms of acceptance, sale and payment.