

GEORGE FLAGGS, JR.  
MAYOR



WILLIS T. THOMPSON  
ALDERMAN

MICHAEL A. MAYFIELD, SR.  
ALDERMAN

## City of Vicksburg

1401 WALNUT STREET • VICKSBURG, MS 39181 • (601) 636-3411

May 10, 2017

G.F. \_\_\_\_\_  
M.M. \_\_\_\_\_  
W.T. \_\_\_\_\_

MAY 04 2017

Board of Mayor and Aldermen  
City of Vicksburg  
Vicksburg, Mississippi 39181-0150

Gentlemen:

In compliance with your referral, we have reviewed the one (1) bid package for the purchase of Commercial Slope Mower.

In accordance with the bid specifications, in the best interest of the City and with the concurrence of Jeff Boyette, Park and Recreation Supervisor, we request that the bid be awarded to Ladd's, of Memphis, TN., via the attachment.

Sincerely,

A handwritten signature in cursive script that reads "Ann Grimshel".

Ann Grimshel, CPPB  
Purchasing Director

attachment

**CONTRACT  
CITY OF VICKSBURG**

P O Box 150  
Vicksburg, Mississippi 39181-0150

Date: May 10, 2017

Contract Number: 2017-18CSM

Ladd's  
6881 Appling Farms  
Memphis, TN 38133

Commercial Slope Mower

Contract for the purchase of a Commercial Slope Mower be awarded and in strict compliance with the bid specifications.

\$31,939.40

See attachment

This contract is subject to the terms and conditions shown on this page and pages attached hereto

A handwritten signature in cursive script, reading "Ann Grimshel", is written over a horizontal line.

Ann Grimshel, CPPB  
Purchasing Director

**CITY OF VICKSBURG**  
**CONTRACT TERMS AND CONDITIONS**

**Commercial Slope Mower**

1. The contract number shall be shown by the vendor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
2. An invoice, in duplicate, for this contract shall be rendered immediately following shipment. Both copies shall be forwarded to:  
Purchasing Director  
City of Vicksburg  
P O Box 150  
Vicksburg, MS 39181-0150
3. No changes shall be made in this order without written authorization by the Purchasing Director.
4. Quantities specified in this order shall not be changed.
5. Items delivered on this order shall be subject to inspection and test upon receipt and until acceptance shall remain the property of the vendor.
6. Date of acceptance shall be when all items listed on this order have been accepted.
7. The City agrees to pay the vendor late payment interest, at the rate of 1 1/2% per month, if payment has not been made prior to forty five (45) days after date of acceptance or date of receipt of correctly executed invoices, whichever is later.
8. Prompt payment cash discount, when applicable, shall be taken on all payments made on or before the tenth day of the month following the month in which the items and correctly executed copies of the invoices were accepted.
9. Rejected items shall be returned to the vendor at the vendor's risk and expense.
10. All prices, unless otherwise specified, are net, FOB destination, with transportation charges prepaid.
11. The City of Vicksburg is exempt from all sales, excise and Federal transportation taxes and the provisions of the Federal Robinson-Patman Act.
12. The Purchasing Director may grant additional time for delivery when the City is at fault or he is satisfied that the delay is beyond the control of the vendor and the delay will not adversely impact the best interests of the City. Such grant must be in writing and be made part of this contract.
13. It is agreed that items delivered shall comply with all Federal, State and local laws relative thereto, and that the vendor shall defend all actions or claims brought and save harmless the Mayor and Aldermen of the City of Vicksburg and all City officers, agents and employees from loss by reason of actual or alleged infringement of letters patent, trade-mark or copyright.
14. In cases of default of the vendor, the City may procure the items from other sources and charge the vendor as liquidated damages any excess cost or damages occasioned thereby.

	Mower		
	Ladd's		
	2017-18CSM		
	ITEM		PRICE
1	Commercial Slope Mower	\$	31,939.40