

**Town of Silver City
Request for Bids**

**BID 17/18-6
Sale of Town Inventory**

Bid Opening Date and Time:

May 9, 2018 @ 11:00 am

/S/

Approval:

Alex C. Brown, Town Manager/Finance Director

/S/

Erika Martinez, Purchasing Agent

The Procurement Code, §13-1-28 through 13-1-199 NMSA, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and criminal kickbacks.

INVITATION TO BID

The Town of Silver City will receive bids for the **SALE OF A TOWN INVENTORY BY SEALED BID**. Bids will be received at the **Town of Silver City Purchasing Department, 101 W. Broadway, Silver City NM 88061 through May 9, 2018 by 11:00 a.m.** Bids will be read aloud shortly there after at the same location.

Specifications for said inventory may be examined and/or obtained at the office of the Town Purchasing Agent at 101 W. Broadway, Silver City, NM, or calling (575) 534-6352.

Bidders shall clearly mark on the outside of the sealed bid envelope **Bid 17/18-6; Town of Silver City- Sale of Town Inventory** and give bidder's name and address.

GENERAL CONDITIONS

The following bid is made for furnishing goods or services to the Town of Silver City. The bidder declares that the amount and nature of the goods or services to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The bidder hereby proposes to make payment for items described in this bid at the unit prices quoted herein after notice of bid award, unless otherwise noted in the bid. Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the bid at the Town's option.

The Town reserves the right to reject any or all bids or to waive technicalities at its option when in the best interest of the Town.

Bids deposited with the Town cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Purchasing Agent and received by the Town prior to the time set for opening bids. After other bids are opened and publicly read, the bid for which non-consideration is properly requested may be returned unopened. The bid may not be withdrawn after the bids have been opened and the bidder, in submitting the same, warrants and guarantees that his bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the bidder.

After bids are opened and publicly read, the bids will be tabulated for comparison on the basis of the bid prices and quantities shown in the bid. Until final award by the Town of Silver City, the Town reserves the right to reject any or all bids, to waive technicalities and to re-advertise, or proceed to do the work otherwise when the best interest of the Town will be realized.

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the Town reserves the right to waive any irregularities and to make the award in the best interest of the Town. The Town reserves the right to reject any bid or any part of a bid in part and all bids are

subject to reservation.

The successful bidder may not assign the rights awarded and duties of an award without the written consent of the Town. Such consent shall not relieve the assignor of liability in event of default by his assignee.

Delivery date is an important factor to the Town and may be required to be part of each bid. The Town of Silver City may choose to award a bid to a single bidder holding a high total bid versus individual high bidders of individual items when in its best interest based on delivery of goods and/or services. In addition, after an award has been made, should a supplier not be able to provide payments as stated in a bid, the Town may pursue selling an item to the second high bidder if agreeable with the second high bidder. Any price difference may be charged to the first bidder awarded goods and/or services. The Town may at its discretion, extend delivery date when in its best interest.

The Town reserves the right to demand payment by the date indicated. If order is given and the bidder fails to furnish the payment by the guaranteed date, the Town reserves the right to cancel the sale without liability on its part.

The Town of Silver City has designated a Procurement Manager/Agent, who is responsible for the conduct of this procurement whose name; address and telephone number are listed below:

Erika Martinez, Purchasing Agent
Town of Silver City
P.O. Box 1188
Silver City, NM 88062
Telephone Number: (575) 534-6352
Fax Number: (575) 534-6377
E-mail: purchasing@silvercitynm.gov

All deliveries via express carrier should be addressed as followed:

Erika Martinez, Purchasing Agent
Town of Silver City
101 W. Broadway
Silver City, NM 88061

All deliveries via common mail services should be addressed as follows:

Erika Martinez, Purchasing Agent
Town of Silver City
P.O. Box 1188
Silver City, NM 88062

Any inquiries or requests regarding this procurement should be submitted to the Purchasing Agent in writing. Only those questions answered by the person listed above will be legal and binding.

SECTION 1 – TERMS OF SALE

The Town of Silver City is interested in soliciting sealed bids for numerous inventory items as described in Section 3 – Specifications of Inventory, which have been declared surplus to the needs of the Town of Silver City.

BID AWARD

Award will be to the highest bidder or bidders for any single item. The Town of Silver City reserves the right to determine acceptance and award of bids that is deemed to be most advantageous to the Town. Once awarded, the successful bidder or bidders are bound by the bid and obligated to claim and purchase the personal property. A bidder failing to complete the purchase, once it has been awarded, may be declared ineligible to bid at future Town of Silver City's auctions. All bids are final. In case of equal sealed bid offers, award will be made based on a coin flip.

METHOD OF PAYMENT

Payment must be in the form of cash, cashier's check all U.S. Funds. Personal checks will not be accepted. The bidder must absorb any costs associated with the method of payment. The bid price is payable within five (5) calendar days of the notification of acceptance. The bid amount must be paid in full at City Hall, 101 West Broadway, Silver City, NM 88061 prior to taking possession of the personal property. If mailed, payment must be received by the Purchasing Office within five (5) calendar days of notification of acceptance and award. Mark envelope in the lower left corner with the statement "Bid 17/18-6; Sale of Town Inventory - Attn: Erika Martinez.". Failure to pay the bid price within five (5) calendar days will result in rejection of the bid submittal. The Town Purchasing Agent will then award the bid to the next apparent highest bidder.

RECEIPT OF PAYMENT

Buyer shall be expected to show the "Notice of Property Transfer" at the time property is removed from site.

REJECTION OF BID

The Town reserves the right, for any reason whatsoever, to refuse or reject any or all bids, to withdraw this item from the sale without prior notice, to cancel any or all sales at any time without notice. All sales are subject to approval by the Town of Silver City Purchasing Agent.

EXECUTION OF AGREEMENT

After payment has been cleared, Town of Silver City Purchasing Agent will issue a "Notice of Property Transfer".

TIME FOR REMOVAL

Purchaser shall agree to remove the property described on Page 1 of the fully executed Sale and Removal Agreement, within 10 working days after "Notice of Property Transfer" is issued. Exact time of removal shall be coordinated with Eddie Diaz, Facility Maintenance Supervisor, at 575-956-3210, in order not to unduly interfere with day-to-day operations.

After acceptance and award of the bid by the Town, the Purchaser agrees to complete payment and remove the items described in Section 3 from the Town's property and clean-up all resultant debris, and in said removal operations purchaser agrees to comply with all codes and regulations that may apply. Otherwise the sale shall become null and void and all moneys paid hereunder, shall be forfeited to the Town as liquidated damages.

INDEMNIFICATION

All services to be rendered or performed under this Agreement will be rendered or performed entirely at the Purchaser's own risk. The Purchaser expressly agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Town and all its officers, agents, employees or otherwise (collectively, Town) from any and all liability, loss or damage that they may suffer as the result of claims, demands, actions, damages or injuries of

every kind or nature whatsoever by or to any and all persons or property, including reasonable attorneys' fees, defense costs, or judgments against them which result from, arise out of, or are in any way connected with the Purchaser's negligent performance of the work under the terms of this Agreement and that of its subcontractors or anyone for whom the Purchaser is legally liable.

The Town expressly agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Purchaser, its officers, directors, employees and subcontractors (collectively, Purchaser) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Town's negligent acts in connection with the work of this Agreement and the acts of its contractors, subcontractors or consultants or anyone for whom the Town is legally liable.

Neither the Town nor the Purchaser shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

ALL WRITINGS CONTAINED HEREIN

This Sealed Bid contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

COMPLIANCE WITH REGULATION

It shall be the Purchaser's responsibility to comply with applicable Federal, State, County, and City regulations that apply to any activity resulting from the award of a bid, including but not limited to the moving of any personal property purchased.

PERMITS AND FEES

The Purchaser will obtain all necessary permits and pay all required fees and costs associated with the removal of the personal property.

SECTION 3 – SPECIFICATIONS OF INVENTORY

CONDITION OF PROPERTY

The inventory items are offered “as is” and “where is” without representation, warranty or guarantee as to quantity, quality, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended. The Town makes no warranty, expressed or implied, including but not limited to the quantity and quality of improvements and suitability for any use. All descriptions of property are believed correct, but the Town of Silver City makes no guarantee. All sales are subject to conditions contained herein, and as may be named in other materials distributed by the Town.

DESCRIPTION OF INVENTORY

There are three hundred ninety-seven inventory items (397) available for auction by sealed bid. Bidder may offer a bid on any one item, or any combination of items. The inventory items may be viewed by appointment by contacting Eddie Diaz, Facility Maintenance Supervisor at (575) 956-3210. The inventory is located at the following locations:

Facility Maintenance Warehouse: 1015 W. Market St. Silver City, NM
Fueling Station: 1106 N. Pope St. Silver City NM

ITEMS BEING SOLD INDIVIDUALLY

DESCRIPTION	QTY AVAILABLE
10X10 EZ UP TENTS W/ 4 WALLS	17
STERBERG LIGHTS	5
3X6 ULINE TABLES	2
3X4 TABLE	1
10' SOLID DOORS	2
4'X8' CHALKBOARD	2
8' DOORS	19
4 DRAWER FILE	1
SAN JAMAR TOILET DISPENSERS	4
3X6 METAL SIDING	6
CASES OF 4X4 WHITE TILE	3
2X4 GLASS DOORS	2

BID MINIMUM \$100 PER TENT

ITEMS BEING SOLD BY LOT

DESCRIPTION	QTY AVAILABLE
2X4 4 BULB DROP IN LIGHTS T8 4'	163
2X2 DROP IN LIGHTS T8 4'	112
2X4 2 BULB DROP IN LIGHTS T8 4'	17
2X2 U BEND BULB T12	22
4 BULB T12 8'	12
8' FLUORESCENT LIGHTS	7

If you have any questions please send it in writing to purchasing@silvercitynm.gov, fax to 575-534-6377 Attn: Erika Martinez, or mail/hand deliver to 101 W. Broadway, Silver City NM.

SECTION 4 – SAMPLE SALE AND REMOVAL AGREEMENT

**SURPLUS TOWN INVENTORY
SALE AND REMOVAL AGREEMENT
BID #17/18-6**

Subject to the terms and conditions of the Town of Silver City Bid# 17/18-6 and to those specified on page 2 hereof, the undersigned Purchaser, [Name of Bidder], has tendered payment of [Written Total Dollar Amount Paid] [(Total \$Numbers Paid)], to the Town of Silver City for the purchase of the Town personal property, specified below:

<u>Description</u>	<u>Quantity</u>	<u>Purchase Price</u>

In connection with the sale of the described personal property, the Town expressly disclaims all warranties, either express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. The Town neither assumes nor authorizes any other person to assume for the Town any liability in connection with the sale of the described personal property.

This sale of Town personal property is awarded by means of the Town of Silver City Bid# 17/8-6 authorized by the Town Purchasing Agent. This fully executed Sale and Removal Agreement, together with a validated Town of Silver City Cash Receipt, constitute a Bill of Sale.

Upon receipt of both the fully executed Bill of Sale and the “Notice of Property Transfer”, the Purchaser agrees to take possession and remove said personal property from the Town’s premises, at a time and date to be coordinated with the Town and in accordance with all terms and conditions of the Town of Silver City Bid# 17/18-6 and specified on page 2 hereof. When taking possession, the Purchaser hereby agrees to comply with all federal, state and local laws, codes and regulations that may apply, otherwise the Town may terminate this sale, declare this sale to be shall null and void and all moneys paid hereunder by Purchaser may be forfeited to the Town, at the Town’s sole discretion, for liquidated damages.

Purchaser Signature Date

Alex C. Brown Date
Town Manager/Finance Director
Town of Silver City

Printed Name of Purchaser

PO Box 1188
Silver City, NM 88061
(575) 538-3731

Address of Purchaser

Purchaser Phone Number

**SURPLUS TOWN INVENTORY
SALE AND REMOVAL AGREEMENT BID# 17/18-6
TERMS AND CONDITIONS**

1. Surplus Town inventory, as described, are sold without any guarantee by the Town as to condition. The Town accepts no liability for protection of the item sold after the sale has been consummated.
2. It shall be an obligation of the Purchaser to comply with all Federal, State, County and City laws, codes and regulations that may apply in the moving of any item purchased.
3. The purchaser will remove the Surplus Town Inventory Item(s) herein described from Town property as provided herein. Purchaser shall agree to remove the property described on Page 1 of this Agreement within 10 working days after "Notice of Property Transfer" is issued. Exact time of removal shall be coordinated with Eddie Diaz at (575) 956-3210, in order not to unduly interfere with day-to-day operations.
4. Property may not be resold, without written consent of the Town, until it has been removed from Town property.
5. All services to be rendered or performed under this Agreement will be rendered or performed entirely at the Purchaser's own risk. The Purchaser expressly agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Town and all its officers, agents, employees or otherwise (collectively, Town) from any and all liability, loss or damage that they may suffer as the result of claims, demands, actions, damages or injuries of every kind or nature whatsoever by or to any and all persons or property, including reasonable attorneys' fees, defense costs, or judgments against them which result from, arise out of, or are in any way connected with the Purchaser's negligent performance of the work under the terms of this Agreement and that of its subcontractors or anyone for whom the Purchaser is legally liable.

Neither the Town nor the Purchaser shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

6. The Contract Documents consist of this Agreement, the Auction by Sealed Bid of Town of Silver City Sale of Surplus Town Inventory Items document, and the bidder's Bid Proposal Response. These form a contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the Proposal, the provisions of this Agreement control.