

**Town of Silver City
Request for Bids**

**BID 19/20-1
Sale of Town Mobile Homes**

Bid Opening Date and Time:

July 30, 2019 @ 11:00 am

Approval:

Alex C. Brown, Finance Director/Town Manager

Vanessa Cardenas, 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.

**Legal Notice
Invitation to Bid**

Sealed bids are being requested by the Town of Silver City, New Mexico, at City Hall, Purchasing Department, 101 West Broadway, Silver City, New Mexico.

Bids duly delivered and submitted will be opened and read for providing the following services, on the date and time reflected below:

**Sale of Town Mobile Homes
Bid 19/20-1
Closing: July 30, 2019
@ 11:00 am**

Any bids received after stated closing date and time will be returned unopened. Further details regarding this bid may be obtained at the Purchasing Office Department of the Town of Silver City or by calling (575) 538-3731 option 1, option 2.

Until the final award by the Council of the Town of Silver City, said Town reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed or otherwise when the best interest of the Town will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

Town of Silver City
By: Vanessa Cardenas
Purchasing Agent

Publish: Silver City Daily Press Dates: July 17, 2019

Publish: Silver City Sun News Dates: July 19, 2019

- Tear sheet and notarized affidavit must be sent with all invoices.

Invitation to Bid

The Town of Silver City will receive bids for the **SALE OF TOWN MOBILE HOMES BY SEALED BID.** Bids will be received at the **Town of Silver City Purchasing Department, 101 W. Broadway, Silver City NM 88061 through July 30, 2019 by 11:00 a.m.** Bids will be read aloud shortly there after at the same location.

Specifications for said mobile homes may be examined and/or obtained at the office of the Town Purchasing Agent at 101 W. Broadway, Silver City, NM, or calling 575-538-3731 option 1, option 2.

Bidders shall clearly mark on the outside of the sealed bid envelope **Bid 19/20-1; Town of Silver City- Sale of Town Mobile Homes** 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, in submitting this bid, represents that he is an equal opportunity employer and will not discriminate with regard to race, religion, color, national origin or sex in the performance of this contract.

The bidder hereby proposes to furnish the items or services described in this bid F.O.B. Silver City, New Mexico, 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.

If the items, which have been called for, have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that will be satisfactory. Bid offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Agent and requesting Department to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Bid Specifications.

Equal shall be taken in its general sense and shall not mean identical. Specifications are for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design and are in no way intended to prohibit the bidding of any manufacturer(s) item of equal or better quality. The Town of Silver City shall be the sole judge of equality in their best interest and decisions of the Town of Silver City as equality shall be final.

Pursuant to Section 13-1-108 NMSA 1978, the total amount bid shall exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The Town will pay for any taxes due on

the contract and will pay any increase in applicable taxes which become effective after the date the contract is entered into in addition to the bid total base upon separate billings which the successful bidder shall submit with each request for payment. Taxes shall be shown as a separate amount on such billings or request for payment and shall separately identify each tax being billed.

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 low total bid versus individual low 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 goods and/or services as stated in a bid, the Town may pursue purchasing an item from the second low bidder if agreeable with the second low 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 bond or penalty to guarantee delivery by the date indicated. If order is given and the bidder fails to furnish the materials by the guaranteed date, the Town reserves the right to cancel the order 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:

Vanessa Cardenas, Purchasing Agent
Town of Silver City
P.O. Box 1188
Silver City, NM 88062
Telephone Number: (575) 538-3731 option 1, option 2
Fax Number: (575) 538-5123
E-mail: purchasing@silvercitynm.gov

All deliveries via express carrier should be addressed as followed:

Vanessa Cardenas, Purchasing Agent
Town of Silver City
101 W. Broadway
Silver City, NM 88061

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

Vanessa Cardenas, 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 two mobile homes, as described in Section 3 – Specifications of Mobile Homes, 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, certified check, cashier's check, or wire transfer, all U.S. Funds. 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 19/20-1; Sale of Town Mobile Homes - Attn: Vanessa Cardenas.". 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 30 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 REGULATIONS: 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 2 – BID PROPOSAL RESPONSE PAGE

Bidder may bid on any one item, or any combination of items. Town of Silver City reserves the right to reject any or all bids. If Bidder is tax exempt, a copy of the tax exemption certificate must accompany the bid response. Payment of Sales Tax or License Fees, if any, is the responsibility of the bidder. Please complete this form and return with you sealed bid.

Printed Name:	
Company:	
Address:	
Phone:	
Fax:	
Email:	
Signature:	Date:

I wish to place the following bids:

Year	Make	Model	Vin #	Bid Placed

SECTION 3 – SPECIFICATIONS OF MOBILE HOMES

CONDITION OF PROPERTY:

The Mobile Homes 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 MOBILE HOMES:

There are two mobile homes available for auction by sealed bid.

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin</u>	<u>Mobile Home Size</u>
1980	CENT	C14T2B	C7893	70*14
1990	SADD	CARAVA	TXFLK12A13129SB	70*16

Bidder may offer a bid on any one mobile home, or any combination of mobile homes. Mobile homes may be viewed by scheduling an appointment. Appointments shall be coordinated with Eddie Diaz, Facility Maintenance Supervisor, at 575-956-3210

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

SECTION 4 – SAMPLE SALE AND REMOVAL AGREEMENT

**TOWN MOBILE HOMES
SALE AND REMOVAL AGREEMENT
BID #19/20-1**

Subject to the terms and conditions of the Town of Silver City Bid# 19/20-1 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>Year</u>	<u>Make, Model</u>	<u>VIN</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# 19/20-1 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 within 30 days, a specific time and date is to be coordinated with the Town and in accordance with all terms and conditions of the Town of Silver City Bid# 19/20-1 and specified on page 2 hereof. Within fifteen (15) days after completion of the sale the Purchaser agrees to notify the State of New Mexico Motor Vehicle Division and to complete the required paperwork (e.g. such as registration, title transfer or licensing) in order to update public records and reflect that the Purchaser is the new owner. 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
Town of Silver City

Printed Name of Purchaser

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

Address of Purchaser

Purchaser Phone Number

**TOWN MOBILE HOMES
SALE AND REMOVAL AGREEMENT BID # 19/20-1
TERMS AND CONDITIONS**

1. Town Mobile Homes, 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 Town Mobile Home(s) herein described from Town property as provided herein. Purchaser shall agree to remove the property described on Page 1 of this Agreement within 30 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 Town Mobile Homes 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.