

INVITATION TO BID

The City of Rochester, New Hampshire, is soliciting bids for the sale and removal of 20 vehicles. These vehicles are offered as is, where is and as shown with no warranty expressed or implied. Bidders may bid on one item or they may bid on all items.

Bids must be submitted in a sealed envelope plainly marked:

“Surplus Vehicle Sale”

Bid #07-22S

City of Rochester, New Hampshire
31 Wakefield Street
Rochester, NH 03867
Attn: Purchasing Agent

All bids must be received no later than November 2nd, 2006 @ 3:00PM. No late bids, telephone, faxed, or emailed bids will be accepted. The bid specifications, appendices and proposal forms may be obtained by visiting www.rochesternh.net, or emailing purchasing@rochesternh.net, or by contacting the Purchasing Agent at City Hall, 31 Wakefield Street, Rochester, NH 03867, (603) 335-7602. All bid questions must be submitted in writing (email preferred) to the Purchasing Agent. All bid proposals must be made on the bid proposal forms supplied, and the bid proposal forms must be fully completed when submitted.

The vehicles can be inspected at the following address, between the hours of 7am and 3pm, Monday through Thursday, during the week of October 30th, 2006 through November 2, 2006.

Department of Public Works, 45 Old Dover Road, Rochester, NH 03867
Point of Contact: Richard Cousins, (603) 332-4096

Surplus Vehicle
Bid Form
Bid #07-22S

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____

PRINTED NAME: _____

Item/Vehicle Number	Year	Make	Model	Bid Amount
01	1998	Chevy	Service Body PU	\$
02	1985	Chevy	Box/Utility Van	\$
03	1988	Chevy	Rack Body PU	\$
04	1990	Chevy	Service Body PU	\$
05	1986	Chevy	Utility Pick Up	\$
06	1984	Chevy	Jet Truck	\$
07	2003	Ford	Crown Victoria	\$
08	1996	Ford	Crown Victoria	\$
09	2000	Ford	Crown Victoria	\$
10	2000	Ford	Crown Victoria	\$
11	1998	Ford	Crown Victoria	\$
12	1995	Ford	Crown Victoria	\$
13	2000	Ford	Crown Victoria	\$
14	1995	Ford	Crown Victoria	\$
15	1998	Ford	Crown Victoria	\$
16	1996	Ford	Crown Victoria	\$
17	1998	Ford	Crown Victoria	\$
18	1981	Mack	Dump Truck	\$
19	1984	Mack	6 Wheel Dump	\$
20	1998	Ford	Crown Victoria	\$

Description:

These vehicles are being sold as is. Some vehicles are inoperable. To view a complete description of vehicle status you must visit the site at which they are displayed

These vehicles are on display from October 30, 2006 through November 2, 2006, between the hours of 7am through 3pm. All sealed bids must be received at City Hall prior to November 2nd, 2006, at 3pm.

Upon award of bid, payment and removal of equipment from City of Rochester premises must be completed within 7 days of award. Once payment is made the sale is final and no refunds or returns will be allowed.

INSTRUCTION TO BIDDERS

Preparation of Bid Proposal

The bidder must submit her/his proposal upon the forms furnished by the City. The bid proposal form is on page 2 of this document. Hard copies of ALL seven (7) pages of this document must be submitted as part of your bid proposal. The bidder shall show a total price for each individual vehicle. All figures shall be in ink or typed.

If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown, by a partnership the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.

Any questions or requests for clarification regarding the bid document shall be submitted in writing and must be received by the Purchasing Agent no later than four (4) business days before the bid due date to be considered. A copy of the written request along with the City's response will then be forwarded to all bidders of record.

The bidder shall not divulge, discuss or compare his bid with other bidders and shall not collude with any other bidder or parties. Any such violation will result in the cancellation of the sale and removal of the offending vendor from future bids by the City of Rochester.

Irregular Proposals

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

If the proposal is on a form other than that furnished by the City of Rochester or if the form is altered or any part thereof is detached.

If there are unauthorized additions, conditional or alternated bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.

If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

Equipment purchased from the City of Rochester shall be released to the purchaser only after payment has been received in full. No refunds or returns shall be allowed.

Payment

Payment in full and removal from the premises must be completed within seven (7) days of the Notice of Award.

Pricing

Unless otherwise specified all prices listed are firm for sixty (60) days from the date the bids are due and opened.

Guarantees & Warranty

All items offered for sale are to be sold as is, as shown, where is and without any warranty or guaranty, either expressed or implied, whatsoever.

Force Majeure

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

Notification

Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.

Severability

If any of the general terms and conditions is held to be invalid or unenforceable, it will be construed to have the broadest interpretation, which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other general terms and conditions.

Provision Required by Law Deem Inserted

Each and every provision and clause required by law to be inserted in any subsequent contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either part, the contract shall forthwith be physically amended to make such insertion or correction.

Definitions

Bid shall also mean quotation, bid, offer, qualification/experience statement, and services.

Bidders shall also mean vendors, offerors, purchasers, or any person or firm responding to a request for bids.

Governing Law

The laws of the State of New Hampshire shall govern all contracts entered into by the City of Rochester. Any disputes shall be resolved within the venue of the State of New Hampshire and Strafford County.

BID EVALUATION

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

1. The bidder's ability, capacity, and skill to perform within the specified time limits
2. The bidder's experience, reputation, efficiency, judgment, and integrity
3. The bidder's past performance
4. The sufficiency of bidder's financial resources to fulfill the contract
5. Any other applicable factors as the City determines necessary and appropriate

TIE BIDS

When identical bids are received, with respect to purchase price, award may be made by the toss of a coin, with the following exception: When a tie bid exists between a local (an individual or business establishment with a City of Rochester street address) bidder and an out-of-town bidder, preference will be given to the local bidder. Any bidder having a local agent who is a bona fide resident of the City is considered a local bidder. If a tie bid exists between two local bidders, or two out-of-town bidders, the decision may be made by the toss of a coin. Reviewing and/or verifying the information submitted by the bidder on the bid proposal form will determine residency.

AWARD AND EXECUTION OF CONTRACT

Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of the selection criteria. Bid results will be available to the public. In cases of discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In cases of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.

Award of Contract

If a contract is to be awarded, the award will be made to a responsible and qualified bidder, whose proposal complies with all the requirements prescribed, as soon as practical after the bid opening. No bid shall be withdrawn for a period of (60) sixty days subsequent to the opening of bids without the consent of the City of Rochester. The successful bidder will be notified, the form mailed to the address on his proposal, that his bid has been accepted and that has awarded him the contract.

Cancellation of Award

The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the City.

