

INFORMATION FOR BIDDERS

TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE &amp; TIME REQUIRED</u>
GL-2008-15	SALE OF SURPLUS VEHICLES PARTS AND EQUIPMENT	02/15/08 @ 11:00 A.M.

Bid Forms may be obtained at the Office of the Purchasing Agent Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level).

The Town reserves the right to waive informalities or reject any part of, or the entire bid, when said action is deemed to be in the best interests of the Town. All Sealed Bids must be submitted to the Office of the Purchasing Agent no later than the time and date indicated for each category. All bids will be publicly opened and read.

Mary F. Visone  
Purchasing Agent

Legal Ad - Invitation to Bid  
Published:

## INFORMATION TO BIDDERS

1. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level). At the designated time of opening, they will be publicly opened, read, recorded and placed on file.
2. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
3. The award will be on the basis of bid total cost unless otherwise specified.
4. Bids will be carefully evaluated as to conformance with stated specifications.
5. The envelope enclosing your bid should be clearly marked by bid number, time of bid opening and date.
6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
8. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the Town of Glastonbury.
9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the bidder.
10. **THIS ITEM WAIVED:** Each bid must be accompanied by a bid bond payable to the Town for ten percent (10%) of the total amount of the bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.
11. **THIS ITEM WAIVED:** A 100% Performance and Payment bonds are required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bonds will be returned upon the delivery and acceptance of the bid items.

12. The bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.

13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.

14. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.

15. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8<sup>th</sup>, 2003 and effective August 1, 2003. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid / proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at [www.glasct.org](http://www.glasct.org). Upon entering the website click on **General Information**, then **Bids and Quotes** which will bring you to the links for the Code of Ethics and the Consultant Acknowledgement Form. If the Bidder does not have access to the internet a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid / proposal.

#### **16. Non Resident Contractors (IF APPLICABLE)**

The Town is required to report names of nonresident (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. **Upon award, all nonresident contractors must furnish a five percent (5%) sales tax guarantee bond (state form AU-766), or a cash bond for 5% of the total contract price (state form AU-72) to DRS even though this project is exempt from most sales and use taxes.**

See State Notice to Nonresident Contractors SN 2005(12). If the above bond is not provided the Town is required to withhold 5% from Contractor's payments and forward it to the State DRS.

Contractor must promptly furnish to the Town a copy of the Certificate of Compliance issued by the State DRS.

17. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.

18. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.

**IMPORTANT:** Failure to comply with general rules may result in disqualification of the bidder.

TOWN OF GLASTONBURY  
2155 MAIN STREET  
GLASTONBURY, CT 06033

SALE OF SURPLUS VEHICLES AND EQUIPMENT

1. The Town of Glastonbury is offering for sale various surplus vehicles and equipment as further described in the attached Bid Forms.
2. Bids will be accepted on the surplus item(s) at the office of the Purchasing Agent, Town Hall, 2155 Main St., Glastonbury, CT.
3. All bids must be submitted on the forms provided. Bids received by the Town after the date and time specified for bid opening will not be considered.
4. Prices should be stated in units of quantity specified. In the event of a discrepancy between the unit and the extension, its unit price will govern.
5. The list of vehicles and equipment offered for sale and their descriptions have been compiled from available data. Mechanical defects, if any, are described only as an indicator of the general condition of the item(s). **THERE MAY BE OTHER DEFECTS WHICH HAVE NOT BEEN DISCOVERED AT THE TIME OF SALE.**
6. All vehicles and/or equipment will be sold "AS IS" WITH ALL FAULTS, AND "WHERE IS".

THE TOWN OF GLASTONBURY, ITS OFFICERS, EMPLOYEES, AND AGENTS, (hereinafter the "Town") MAKE NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND RELATING TO QUANTITY, KIND CHARACTER, DESCRIPTION, CONDITION, MERCHANTABILITY, SUITABILITY FOR A PARTICULAR USE, OR IN ANY OTHER RESPECT WHATSOEVER.

TOWN OF GLASTONBURY  
2155 MAIN STREET  
GLASTONBURY, CT 06033

SALE OF SURPLUS VEHICLES AND EQUIPMENT

7. Vehicles and Equipment are normally available for inspection at 2380 New London Turnpike unless otherwise stated. They will be shown only Monday through Friday between 8:00 A.M. and 3:00 P.M.

Bidders are invited and strongly urged to inspect thoroughly the vehicles and equipment to be sold prior to submitting bids. Reasonable opportunity is afforded for inspection, but no labor will be furnished for such purpose. Upon request, interested bidders may review the maintenance and repair record if available pertaining to any vehicle offered for sale. The purchaser accepts full responsibility for having inspected the property during the inspection period to the purchaser's satisfaction. Under no circumstances will a refund or adjustment be made on account of vehicles or equipment not coming up to the standard expected, nor will failure to inspect be considered grounds for claim against the Town.

8. Each bidder agrees to use reasonable care during the inspection period and at the time of removal of any purchases and further agrees to be responsible for injuries, damages, or losses of any kind caused by himself, his employees, agents, servants, contractors or sub-contractors.
9. Award shall be made to the highest responsible bidder(s). The purchasing agent reserves the right to reject any or all bids in part, to award by item, groups of items or total bid, unless otherwise specified by the bidder, and to waive informality or technical defects, if, in his/her judgment, the best interest of the Town of Glastonbury will be so served.

TOWN OF GLASTONBURY  
2155 MAIN STREET  
GLASTONBURY, CT 06033

SALE OF SURPLUS VEHICLES AND EQUIPMENT

10. The purchaser is to assume all liability for material after award is made. The Town of Glastonbury will exercise usual care for the protection up to the time limit for removal, but will not be responsible for any loss or damage from any cause whatsoever.
11. The successful bidder(s) will be required to make payment, by certified check only, within ten (10) working days of the date of award unless other arrangements are approved by the Purchasing Agent prior to that deadline. All checks must be payable to "Town of Glastonbury." Payment must be made in full in the Purchasing Division office prior to removal of vehicle or equipment.
12. All vehicles or equipment must be removed within ten (10) working days of the notification date of award. A receipt for payment must be shown to the appropriate Town personnel prior to removal of equipment.
13. If the purchaser fails to pay for the vehicle or equipment purchased and/or remove the vehicle or equipment required by the provisions of this contract, the Town of Glastonbury reserves the right to promptly sell the vehicle or equipment for the amount of the defaulting purchaser in such manner as the Purchasing Agent may elect and defaulting purchaser may be charged for the loss, if any, to the Town together with all expenses of the sale.
14. The purchase agrees to release, defend, indemnify, and save the Town harmless from any and all claims, suits, costs (including, without limitation, claims or suits under any product liability statute) arising out of or related in any way to the purchase of vehicles or equipment from the Town.

TOWN OF GLASTONBURY  
2155 MAIN STREET  
GLASTONBURY, CT 06033

SALE OF SURPLUS VEHICLES AND EQUIPMENT

15. Unless otherwise specified, it is agreed that the bidder will allow thirty (30) days from the bid opening date for acceptance of the Bid by the Town of Glastonbury.

SPECIAL CONDITIONS PERTAINING TO  
CERTAIN ITEMS

16. If a Certificate of Title is not available for a given vehicle: The Town will provide completed DMV Form Q1-Rev.8-86, "Report of Sale or Transfer of Non-Titled Motor Vehicle: to successful bidder(s) who request the same. Applications must be filed by and at the expense of each successful bidder.

TOWN OF GLASTONBURY  
2155 MAIN STREET  
GLASTONBURY, CT 06003

SALE OF SURPLUS VEHICLES AND EQUIPMENT

PAGES 5 AND 6 MUST BE COMPLETED AND RETURNED TO PURCHASING AGENT.

Total Bid Prices

I, the undersigned, hereby state that I will accept the surplus described herein in as-is condition and will pay the Town of Glastonbury the amount stated in my bid offer as indicated on the bid form attached hereto. I further agree that payment will be made within ten (10) days after notification by the Town and the surplus will be removed from Town premises at no cost to the town within a ten (10) day period. (The Town may waive the removal time limit if it is considered in the best interest to do so.) All surplus will be sold "AS IS" and "WHERE IS" with no warranty whatsoever. I have read, understand, and agree to Glastonbury's Terms and Conditions of Sale. I certify that I have been given reasonable opportunity to inspect the item(s) upon which I am bidding.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Town                      State              Zip

\_\_\_\_\_  
Telephone Number

**TOWN OF GLASTONBURY  
2155 MAIN STREET  
GLASTONBURY, CT 06033**

**SALE OF SURPLUS VEHICLES, PARTS AND EQUIPMENT  
BID FORM**

**BIDDERS NAME:** \_\_\_\_\_

**BIDDERS MAY BID ON ANY ONE OR COMBINATION OF ITEMS.  
ALL ITEMS CAN BE INSPECTED AT 2380 NEW LONDON TURNPIKE.**

ITEM #	DESCRIPTION	PRICE
1.	Town Asset #2737 1985 International S-Series 2554 VIN # 1HTZLTVN1FHA53763 Approximate mileage: 83,645 10-foot dump body DT-466 engine 5-speed manual transmission 2-speed rear axle Engine rebuilt at 68,880 miles 11-foot Root 4-way snow plow	
2.	Town Asset #2816 1988 International S-Series 2554 VIN # 1HTZLDBN4JH555621 Approximate mileage: 46,759 10-foot Heil Spread-n-Dump body DT-466 engine 5-speed manual transmission 2-speed rear axle Double frame rusty 11-foot Root 4-way snow plow	
3.	Town Asset #3065 1997 Ford Crown Victoria VIN # 2FALP71W6VX214395 Police cruiser Approximate mileage: 108,008	
4.	Town Asset #3138 2001 Ford Crown Victoria VIN # 2FAFP71W01X130922 Police Cruiser Approximate Mileage: 107,640 Radio, heater A/C controls, and dash trim missing Engine skips Power steering needs work Title/CO was Reassigned	

Town of Glastonbury  
2155 Main Street  
Glastonbury, CT 06033

BID PROPOSAL

Proposal of \_\_\_\_\_

(hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_.

To the Town of Glastonbury (hereinafter called "Town").

In compliance with your invitation to Bid, the Bidder hereby proposes to furnish materials and/or services as per Bid Number GL-2008-15 in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the Bidder certifies, and in the case of joint bid each party thereto certifies as to their own organization that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence this contract on a date to be specified in the Notice to Proceed and to fully complete the project within \_\_\_\_\_ consecutive calendar days thereafter.

Bidder acknowledges receipt of the following Addendum:

**THIS FORM AND THE  
REQUIRED BID/PROPOSAL  
MUST BE RETURNED**



**TOWN OF  
GLASTONBURY  
BID / PROPOSAL  
DATE ADVERTISED**

**GL-2008-15**      **GL # or RPGL #** \_\_\_\_\_  
**DATE / TIME**    **11:00 A.M.**  
**DUE** 2/15/08

**NAME OF PROJECT**      Sale of Surplus Vehicles, Parts and Equipment

_____	_____
<b>Type or Print Name of Individual</b>	<b>Doing Business as (Trade Name)</b>
_____	_____
<b>Signature of Individual</b>	<b>Street Address</b>
_____	_____
<b>Title</b>	<b>City, State, Zip Code</b>
_____	_____
<b>Date</b>	<b>Telephone Number / Fax Number</b>
_____	_____
<b>E:mail Address</b>	<b>SS # or TIN#</b>

(Seal – If bid is by a Corporation)

Attest