

**S07-11**

City of Concord, New Hampshire

Purchasing Division

PUBLIC SEALED BID

FOR THE

**SURPLUS SALE OF OFFICE DESK**

Prepared for, and in coordination with the

**LEGAL DEPARTMENT**

Bid Documents  
Specifications

Firm: \_\_\_\_\_

**Bid Due Date/Time: December 23, 2010 Not Later Than 2:00 PM**



# City of Concord, New Hampshire

## PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603) 230-3656

[www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing)

## INVITATION FOR BIDS

### FOR THE SALE OF ONE (1) SURPLUS OFFICE DESK

The City of Concord, New Hampshire is offering for sale one (1) used wooden office desk. This desk is offered as is, where is and as shown with no warranty expressed or implied.

**Interested parties can view the desk by appointment. Please contact the City's Purchasing Manager, Doug Ross, at (603) 225-8530 Monday-Friday, 8:00 am – 5:00 pm to arrange an appointment.**

Sealed bids will be received by the Purchasing Manager City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 until **2:00 PM on December 23, 2010** at which time and place they shall be publicly opened and announced. The sealed envelope should be plainly marked,

#### **“S07-11, Surplus Sale of Office Desk”**

The sale of City surplus personal property may be authorized only by the Purchasing Manager to interested individuals or firms and is not transferable, unless authorized by the Purchasing Manager.

The City reserves the right to reject any or all bids or any part thereof, to waive any formality, informality, information and/or errors in the bids, to accept the bid(s) considered to be in the best interest of the City, or to sell on the open market if it is considered in the best interest of the City to do so. Failure to submit all information called for may be sufficient for disqualification.

All bids for surplus items are posted publicly at (1) City of Concord, City Hall, 1<sup>st</sup> Floor, 41 Green Street, Concord, NH 03301 and (2) on the City of Concord web site at [www.concordnh.gov/purchasing/bids](http://www.concordnh.gov/purchasing/bids).

CITY OF CONCORD, NEW HAMPSHIRE



\_\_\_\_\_  
Douglas B. Ross, Purchasing Manager

Date: 12/14/10

**Bid Due Date/Time: December 23, 2010 not later than 2:00 PM**

GENERAL TERMS AND CONDITIONS  
SALE OF SURPLUS EQUIPMENT

PREPARATION OF BIDS:

Bids shall be submitted on the forms provided and must be signed by the Bidder or his authorized representative. Any corrections to entries made on the bid forms shall be initialed by the person signing the bid.

Bidders must quote on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial Bids. Failure to quote on all items may disqualify the bid. When bids on all items are not required, Bidders shall insert the words "no bid" where appropriate.

Alternative bids will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base bid response, i.e. **it shall not be a separate document which could be construed as a second bid.**

Unless otherwise stated in the Public Sale Bid, the Bidder agrees that the bid shall be deemed open for acceptance for Sixty (60) calendar days subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than seven (7) calendar days before the bid due date to be considered. Any changes to the Public Sale Bid will be provided 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 to a bid whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any purchase is allowed. Any such violation will result in the cancellation of the sale and removal of the offending vendor from the City's Bid List.

**Unless otherwise stated, all prices quoted are to be FOB: CITY OF CONCORD. This means that the Bidder shall be responsible for: Paying all freight/delivery charges; Bearing all freight/delivery charges; Taking title to the material prior to transit; and Filing all claims, if any, for in-transit damages.**

SUBMISSION OF BIDS:

Bids must be submitted as directed in the Invitation for Bids, and on the forms provided unless otherwise specified. Bids must be typewritten or printed in ink. Bids must be mailed or delivered in person. Bids that are faxed or e-mailed will not be accepted.

### WITHDRAWAL OF BIDS:

Bids may be withdrawn prior to the opening date and time upon written request of the Bidder. Negligence on the part of the Bidder in preparing his bid shall not constitute a right to withdraw a bid subsequent to the bid opening. Bids may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

### BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one bid is offered by any one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to the Bidders or from submitting a direct bid in his own behalf.

### RECEIPT AND OPENING OF BIDS:

Bids shall be submitted prior to the time fixed in the Invitation for Bids. Bids received after the time so indicated shall be returned unopened. Bids shall be opened and announce publicly at the date and time indicated.

### **NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.**

### TIE BIDS:

When identical Bids are received, with respect to sale 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 Concord 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.

### AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the bid and subsequent discussions. It is the policy of the CITY that contracts are awarded, among other considerations, only to responsive and responsible Bidders. In order to qualify as responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this bid and provide all documentation required of this bid

**The contract will be awarded to the highest responsive and responsible Bidder.**

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the bids submitted and the right to reject any or all bids at its discretion and to accept the bid which will be in the best interest of the City; or to sell on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

PATENT PROTECTION:

The purchaser agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the City of Concord harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

ASSIGNMENT PROVISION:

The purchaser hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

RECEIPT OF PURCHASED SURPLUS EQUIPMENT:

Material purchased from the City of Concord shall be released to the Purchaser only after:

1. Payment has been received in full. No refunds or returns shall be allowed.
2. The Purchaser has signed a "Limited Warranty Agreement"

PAYMENT:

Payment in full is required within five (5) days of the written Notice of Award from the City. Items purchased must be removed from the premises not later than the close of business on **December 31, 2010** or payment may be forfeited.

PRICING:

Unless otherwise specified all prices bid 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 State 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, bidders, or any person or firm responding to a Request for Bids.

GOVERNING LAW:

All contracts entered into by the City of Concord shall be governed by the Laws of the State of New Hampshire. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS BID MAY RESULT IN WITHDRAWAL FROM THE BID LIST FOR THE FUTURE SALE OF SURPLUS MATERIAL.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

SPECIFIC TERMS AND CONDITIONS  
FOR THE  
SALE OF SURPLUS OFFICE DESK

This office desk is offered for sale as is, as shown, with or without any warranty or guaranty, either expressed or implied, whatsoever.

All sales are FOB: City of Concord. This means that the Buyer:

Pays all freight/delivery charges  
Bears all freight/delivery charges  
Takes title to the vehicle(s) prior to transit  
Files all claims (if any) for in-transit damages

It is the responsibility of each Bidder to inspect the surplus office desk offered for sale prior to submitting a bid. Submission of a bid shall be considered as proof that such an inspection has occurred.

**Interested parties can view the desk by appointment. Please contact the City's Purchasing Manager, Doug Ross, at (603) 225-8530 Monday-Friday, 8:00 am – 5:00 pm to arrange an appointment.**

The surplus office desk shall be released to the successful Bidder only after payment has been received in full. No refunds or returns shall be allowed.

Payment in the full amount of the bid is required within five (5) days of the written Notice of Award. The surplus office desk must be removed from the premises not later than **December 31, 2010** or the payment may be forfeited. **Payment shall be in the form of a certified check, cash or a check drawn on a New Hampshire bank.**

The City shall exercise reasonable efforts to safeguard the desk while on City property.

The City reserves the right to reject any or all bids or any part thereof, to waive any formality, informality, information and/or errors in the bid, to accept the bid considered to be in the best interest of the City, or to sell on the open market if it is considered in the best interest of the City to do so. Failure to submit all information called for may be sufficient for disqualification.

**City of Concord, New Hampshire  
Offers for public sale, via sealed bid:**

One (1) used wooden office desk: Dimensions: See Attached pictures

This desk will be **SOLD AS IS, WHERE IS AND AS SHOWN WITH NO WARRANTY,  
EXPRESSED OR IMPLIED.**

The City shall accept sealed bids only. One bid per person/contractor.

CITY OF CONCORD, NEW HAMPSHIRE  
BID SHEET  
S07-11  
SURPLUS SALE OF OFFICE DESK

THE UNDERSIGNED HEREBY OFFERS TO PURCHASE THE OFFICE DESK, AS  
DETAILED BY AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND  
SPECIFICATIONS OF S07-11, FOR THE LUMP SUM PRICE OF:

WRITTEN \_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
FIGURES

**Method of Award: This desk shall be sold to the highest responsive and responsible Bidder.**

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR  
SUBMITTING THIS BID
2. THE RECEIPT OF THE FOLLOWING  
ADDENDA \_\_\_\_\_
3. THE FIRM SUBMITTING THIS BID HAS NEVER DEFAULTED ON  
ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE  
CONTRACT

COMPANY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINTED OR TYPED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_ CELL PHONE #: \_\_\_\_\_

TOLL FREE #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_ PAGER: \_\_\_\_\_

PRIMARY POINT OF CONTACT: \_\_\_\_\_

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord, Douglas B. Ross, Purchasing Manager, 311 North State Street, Concord,  
NH 03301; 603-225-8530; 603-230-3656 (Fax); [dross@onconcord.com](mailto:dross@onconcord.com)

**Due Date/Time: December 23, 2010 Not Later Than 2:00 PM**



City of Concord, New Hampshire



PURCHASING DIVISION  
COMBINED OPERATIONS & MAINTENANCE FACILITY  
311 North State Street, Concord, NH 03301

(603) 225-8530; FAX (603) 230-3656; www.concordnh.gov/Purchasing

Reference: S07-11

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank you.

\* \* \* \* No Bid Questionnaire \* \* \* \*

A no bid is submitted in reply to the City of Concord Invitation for Bids for S07-11, for the following reasons:

- \_\_\_\_\_ Item not supplied by our company.
- \_\_\_\_\_ Bid specification (give reason(s), e.g., too restricted, not clear, etc.):  
\_\_\_\_\_
- \_\_\_\_\_ Profit margin on municipal bids too low.
- \_\_\_\_\_ Past experience with City of Concord (give specifics, e.g., payment delay, bid process, administrative problems, etc) \_\_\_\_\_
- \_\_\_\_\_ Insufficient time allowed to prepare and respond to bid request.
- \_\_\_\_\_ Bid requirement too large \_\_\_\_\_ or too small \_\_\_\_\_ for our company.
- \_\_\_\_\_ Priority of other business opportunities limit time/other resources available to deliver or perform according to bid specifications.
- \_\_\_\_\_ Other reason(s), please specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Name and Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: ( ) \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name & Title)