



TOWN OF MIDDLETON

INVITATION FOR BIDS

SURPLUS EQUIPMENT

Sealed bids for the sale of surplus equipment will be received at the Town of Middleton, Town Administrator's Office, 48 South Main Street, 2nd Floor, Middleton, MA 01949, until September 18, 2017 at 4:00 PM. Said bids will be publicly opened and read aloud as follows:

September 19, 2017 @ 10:00 AM

at

**Town of Middleton, Flint Public Library, Downstairs Conference Room,
1 South Main Street, Middleton, MA 01949**

For the following items:

Vehicle/ Equipment	Year	Make	Description	Minimum Bid Price
1 – Fire Dept	1972	International Ferrara	Gas engine; Standard; 4x4; 17,448 miles; 500 gallon tank; 750 GPM front mount pump; VIN: 146720H269464	\$800
2 – Fire Dept	2003	Ford Expedition	122,000 miles; VIN: 1FMPU16L03LB66429	\$200
3 – Fire Dept	1993	Ford F350 Utility Truck	64,400 miles; VIN: 1FDKF38M8PNB35865	\$200
4 – Police Dept	2010	Crown Victoria	97,176 miles; VIN: 2FABP7BV3AX102021	\$200
5 – Police Dept	2000	Honda XR100 Dirt Bike	VIN: JH2HE030XYK917082	\$100
6 – Department of Public Works	1981	Mack Tractor Truck with a 1965 Heil Challenger semi tanker trailer	352,569 miles; VIN: 1M1T149Y1BM001177	\$3,000

Sealed bids sent through the mail shall be mailed to: Town of Middleton, Town Administrator's Office, 48 South Main Street, Middleton, MA 01949. All bids shall be submitted in sealed envelopes marked "**2017 Middleton Surplus Equipment**". Date and time of bid opening and the item being bid upon MUST appear on the outside of the envelope.

The Town of Middleton reserves the right to reject any and all bids, to waive informalities in bids, to cancel this Invitation for Bids if it is in the Town's interest to do so, and to award the contract in the best interest of the Town of Middleton.

Each bidder agrees to waive any claim it has or may have against the Owner or their respective employees arising out of or in connection with the administration, evaluation or recommendation of any bid.

Ryan Ferrara
Assistant Town Administrator
Middleton, MA

TOWN OF MIDDLETON INSTRUCTIONS TO BIDDERS

The Town of Middleton (“Town”) will receive sealed bids for surplus equipment at the offices of the Town Administrator at the Town of Middleton, Town Administrator’s Office, 48 South Main Street, Middleton, MA 01949 until **September 18, 2017 at 4:00 PM**. The bids will be opened the following day (**September 19**) at **10:00 AM** and read publicly at the Flint Public Library, Downstairs Conference Room, 1 South Main Street, Middleton, MA 01949.

The Town of Middleton is seeking sealed bids for the sale of:

Fire vehicles can be viewed by appointment at the Middleton Fire Department 4 Lake Street, Middleton, MA. Call 978-774-2466 to arrange a time.

Police vehicles can be viewed by appointment at the Middleton Police Department 65 North Main Street, Middleton, MA. Call 978-777-8832 to arrange a time.

The Department of Public Works vehicle can be viewed by appointment. Call 978-777-0407 to arrange a time.

The minimum bid on the items is listed above. The surplus equipment will be awarded to the responsive bidder offering the highest price for the vehicle or equipment described in the invitation for bids. Pursuant to Chapter 30B, the awarding authority reserves the right to reject any and all bids and to dispose of the vehicle or equipment through a negotiated sale, provided that the negotiated sale price is higher than the highest bid received from a responsive bidder. All items are being sold "as is" with no warranty expressed or implied.

All bidders are required to complete the Town's bid form, a Certificate of Non-Collusion, Certificate of Tax Exemption and a Certificate of Signature incorporated in this document.

The successful bidder will be required to pay for the item within 14 days of being awarded the bid by bank check or certified check made out to the Town of Middleton.

PREPARATION AND RECEIPT OF BIDS

All bidders are cautioned to allow ample time for transmittal of bids. Bidders are solely responsible for delivery to and receipt of bids by the Town at the address for receipt of bids specified in the Invitation for Bids. Bids received at the Town Administrator's Office after the specified time will not be accepted or recognized. The time of receipt will determine the acceptability of mailed bids, regardless of postmark.

Any bid may be withdrawn by the bidder or its duly authorized representative by written notice received by the Town at the address for receipt of bids specified in the Invitation for Bids prior to the time scheduled for the opening of such bids or authorized postponement thereof. No bid may be withdrawn for sixty (60) business days after the opening of bids. No telephone or telegraphic bid, change in bid or withdrawal of bid will be received or recognized. A bid may be amended or modified only by withdrawing the bid and resubmitting another bid prior to the time set for opening bids.

Bids will be received and opened at the address for receipt of bids specified in the Invitation for Bids.

Bids must be submitted on a signed Bid Form for **Sale of Surplus Equipment**, furnished by the Town and included in the Contract Documents. In the event of a discrepancy between price

written in words and price written in figures, the written words shall govern. Mathematical errors will be considered errors of form only. The bid shall state the legal name of the bidder and shall be signed in ink by a person or persons legally authorized to bind the bidder to a contract. The name and title of the person or persons signing the bid shall be typed or printed below the signature(s), accompanied by a Certification of Signature. If the successful bidder is a joint venture, it must submit a copy of the joint venture agreement within five days of being informed of being selected. In all cases, the Town reserves the right, but not the duty, to seek clarification from a bidder of any terms of its response to this IFB.

As part of its bid submittal, each bidder must certify that it has complied with any and all state and local tax laws designated in the Bid Form for **Sale of Surplus Equipment**. Bidder's failure to certify compliance with said laws will be cause for the Town not to enter into a contract for sale. The Town further reserves the right to investigate, at any time prior to the Town's execution of the sale, any information indicating that the Bidder has not complied with said laws. If the Town determines that the Bidder has not complied with said laws, it shall decline to enter into the sale.

REJECTION OF BIDS

The Town reserves the right to waive any informality in and/or to reject any and all bids and to award a contract without further solicitation if it is in the public interest to do so. In the event of any doubt or difference of opinions as to the items to be furnished herein, the decision of the Town shall be final and binding on both parties. All agreements and changes shall be in writing. The Town may consider informal any bid not prepared and submitted in accordance with all requirements of the Contract Documents, or which contains erasures, alterations, additions, errors or irregularities of any kind, or which is on a form not completely filled in, or which is incomplete or conditional, or which contains proposed prices for any class or item of Services which are, in the judgment of the Town, substantially less or more than the actual cost to complete the Services; provided, however, that the Town reserves the right to waive any and all informalities as to form. Matters as to substance shall not be waived.

AWARD

Award shall be made within sixty (60) days after the opening of bids and the bidder agrees that, notwithstanding any provision hereof to the contrary, it will not withdraw its bid during that time period. The successful bidder will be notified in writing, by mail or otherwise, that its bid has been accepted and that it has been awarded the Contract.

FORM OF BID:

To: Town of Middleton
Town Administrator's Office
48 South Main Street
Middleton, MA 01949

The undersigned proposes to PURCHASE, in accordance with the accompanying bid document sheets, one or more items for sale for the contract price specified below according to terms of the Invitation for Bid. The Town reserves the right to reject any and all bids.

Vehicle/ Equipment	Year	Make	Description	Minimum Bid Price	Bid Price
1 –Fire Dept	1972	International Ferrara	Gas engine; Standard; 4x4; 17,448 miles; 500 gallon tank; 750 GPM front mount pump; VIN: 146720H269464	\$800	\$_____
2 –Fire Dept	2003	Ford Expedition	122,000 miles; VIN: 1FMPU16L03LB66429	\$200	\$_____
3 – Fire Dept	1993	Ford F350 Utility Truck	64,400 miles; VIN: 1FDKF38M8PNB35865	\$200	\$_____
4 – Police Dept	2010	Crown Victoria	97,176 miles; VIN: 2FABP7BV3AX102021	\$200	\$_____
5 – Police Dept	2000	Honda XR100 Dirt Bike	VIN: JH2HE030XYK917082	\$100	\$_____
6 – Department of Public Works	1981	Mack Tractor Truck with a 1965 Heil Challenger semi tanker trailer	352,569 miles; VIN: 1M1T149Y1BM001177	\$3,000	\$_____

Name of Company: _____

Address: _____

Email Address: _____

Phone No: _____

Date: _____

Signature of Individual or Corporate Officer: _____

CERTIFICATIONS

CERTIFICATE OF NON-COLLUSION MANDATORY MUST BE SIGNED BY ALL BIDDERS

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean natural person, business, partnership, corporation, committee, union, club or other organization, entity, or group of individuals.

Signature

Date

Print Name & Title

Company Name

Social Security Number or Federal Employer ID#

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I

Name of individual (Print) _____, authorized signatory for _____
Name of contractor (Print) _____

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts, and the Town of Middleton, relating to taxes, permit or other fees, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

**CERTIFICATE OF SIGNATURE
FOR CORPORATIONS ONLY**

The undersigned, the

Title

_____, a
Company Name

Massachusetts corporation (the "Company"), does hereby certify on behalf of the Company
that _____ is the duly elected
_____ of the Company; can exercise such power and
perform such duties as usually accompany such office; and implicit in such power is the
authority to submit a bid to the Town of Middleton, Massachusetts (the "Town") and to
execute a contract with the Town should such bid be awarded to the Company.

IN WITNESS WHEREOF, the undersigned affirms under the penalties of perjury and hereunto
sets his/her hand and seal this

_____ day of _____ 2017

SAMPLE BILL OF SALE

DESCRIPTION OF PROPERTY:

Vehicle # _____

Year, Make Model _____ VIN # _____

The above referenced property is being sold as salvage by the Town of Middleton (The TOWN) to _____ (The BUYER) in consideration of \$ _____.

By signing this statement the BUYER acknowledges that the purchase price reflects the following stipulations:

1. The BUYER has examined the above described property to his/her satisfaction.
2. The BUYER has assumed that the property is **NOT** in a condition suitable for its originally intended use.
3. For purposes of this transaction, the BUYER has assumed that the property will not pass Massachusetts Motor Vehicle Inspection.
4. This property is offered and sold AS IS, WHERE IS. The town makes no express or implied warranties beyond the face hereof, including, but not limited to, for **MERCHANTABILITY** or **FITNESS FOR PARTICULAR PURPOSE**.

For the Town of Middleton

Date

Buyer Signature

Date

TOWN OF MIDDLETON RELEASE FORM

I _____ have inspected vehicle(s) and /or equipment numbered _____ and described as _____ as advertised for sale by the Town of Middleton, which I am purchasing from the Town. In consideration of the sale of said vehicle/equipment by the Town to me, and signing over of the title to me, I hereby agree that:

1. It shall be my responsibility to repair any defects and deficiencies.
2. I shall cause such repairs to be performed and said defects and deficiencies cured prior to my registering and using said vehicle (s); and
3. I forever release, discharge, hold harmless and indemnify the Town of Middleton, Massachusetts for any claims, demands, damages and liabilities whatsoever of every name and nature as a result of any failure on by part to do so.

Signature,
