

Legal Notice

The Town of Newington will accept bids for the sale of a 1983 Ford E350 former ambulance with 88,433 miles. The vehicle is available for inspection in the Town Hall parking lot, at 131 Cedar Street, Newington CT 06111. Bid forms and terms of sale are available in the Office of the Town Manager, 131 Cedar Street, Newington, CT and on line at the Town's website, www.newingtonct.gov, under Doing Business, Bid Opportunities. Bids will be received and read publicly at 2:30 pm on October 11, 2016 in the Town Manager's Office. Vehicle must be removed within two days of notice of award. Sale is as is, where is, with no warranties expressed or implied. The Town of Newington reserves the right to reject any or all bids.

Tanya Lane
Town Manager

TOWN OF NEWINGTON

VEHICLE BID

September 26, 2016

TERMS OF SALE

Intent

It is the intent of these Terms of Sale to sell the Town of Newington's 1983 Ford F350 former ambulance, with 88,433 miles.

Sale Procedures

All bids shall be submitted to the Town Manager's Office, Town Hall, 131 Cedar Street, Newington, CT 06111. Bids will be opened publicly at 2:30 pm on October 11, 2016 in the Town Manager's Office. Bids shall be on forms provided by the Town and shall be submitted in sealed envelopes clearly labelled "Vehicle Bid". No fax or e-mail bids will be received. The Town reserves the right to delete such items as it deems necessary from these Terms of Sale. Bids must be signed in order to be considered valid. All exceptions of the bidder to the terms and conditions of these Terms of Sale shall be made in writing and submitted in full with the Bid Form. For all other terms and requirements, submission of a bid constitutes acceptance by the bidder. The Town reserves the sole right to reject bids that contain exceptions which are unacceptable to the Town. The price bid shall remain firm until the sale has been completed. The Town of Newington reserves the right to waive informalities or to reject any and all bids and to withdraw the vehicle from sale before a Notice of Award is made.

Guarantee Waiver

The vehicle is offered for sale as is, where is. The Town of Newington makes no warranty, guaranty or representation of any kind, expressed or implied, as to the condition, usability, value, merchantability, authenticity, or fitness for any purpose of the property offered for sale. Some or all items may have been declared unsafe in their present condition by a federal or state safety standard. Buyers should inspect and, if necessary, repair/test all items prior to any use. The buyer is not entitled to any payment for loss of profit, or any other money damages, including but not limited to special, direct, indirect, or consequential damages. The Town does not consider this vehicle to be safe or acceptable for operation on the road in its current condition. There are significant problems with the brakes and with leaking fuel. The Town is not responsible for any omissions or errors in the description of the vehicle being offered for sale. It shall be the bidder's responsibility to inspect the vehicle and to satisfy him/herself as to the details and conditions of the vehicle before entering a bid. The Town of Newington does not attest to the authenticity of any item.

Vehicle Examination

The vehicle may be examined by appointment only, by contacting Hermas Lavoie at the Newington Highway Garage at 860-667-5810 between 7:30 am and 3:30 pm Mondays through Fridays. Due to its

condition, road tests will not be possible. The vehicle may contain defects that are not immediately detectable.

Minimum Bid

The Town will not accept any bids for this vehicle that are for any amount less than \$1.00 (one dollar).

Payment and Pickup

Payment shall be in valid, current U.S dollars, and either in cash, by certified check or by bank check only. The Town will not accept personal checks, money orders, debit card payment or credit card payment. Payments of cash cannot exceed the bid amount by more than twenty dollars (\$20.00). No partial payments will be accepted. Following notice of award by the Town, the winner of the bid will have 48 hours (two business days) from the time of notification by the Town to pay for the vehicle and to remove it from Town property. Payment and pickup are by appointment only. Failure to either pay for or remove the vehicle within forty eight hours (two business days) of Notice of Award by the Town shall result in the nullification of any award made by the Town. The Town may then, at its sole discretion, choose to make a new award to the next highest bidder or have the vehicle otherwise removed. If payment is made within forty eight hours (two business days) but the vehicle is not removed within that time period, the Town reserves the right to (1) retain all payments and (2) dispose of the vehicle. The successful bidder shall be liable to and reimburse the Town of Newington for the repair or replacement of any Town property damaged or destroyed in the course of removing the vehicle. The successful bidder is responsible for packing, loading, removing and transporting the vehicle from its current location. No maintenance of the vehicle may be performed on Town property.

Pickup Procedures

Following receipt of the Notice of Award from the Town, the successful bidder shall schedule a time for payment with Hermas Lavioe of the Newington Highway Department by calling 860-667-5810 between 7:30 am and 3:30 pm Mondays through Fridays. Following receipt of payment, keys and the Certificate of Title for the vehicle will be provided to the successful bidder at the time the vehicle is removed from Town property. Removal of the vehicle shall also be by appointment only. Both payment and removal shall be within forty eight hours (2 business days) of the Notice of Award by the Town.

Indemnification

The bidder agrees for and on behalf of the bidder, and the bidder's heirs, successors and assigns, that the bidder shall indemnify and hold the Town of Newington harmless from and against any claim, demand or cause of action arising or alleged to have arisen out of the sale or failure to sell any item of surplus property, including claims for personal or bodily injury, death, or contract damages.

Risk of Loss

In the event the vehicle is lost or destroyed after a Notice of Award has been made by the Town of Newington, but prior to removal, and to the extent such loss or destruction is not caused by the buyer, the buyer's agent or employee, the Town of Newington will refund any money paid. The liability of the Town of Newington shall not exceed the actual purchase price of the vehicle.

Default

Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove the vehicle within the specified time. If the Buyer fails in the performance of his/her obligations, the Town of Newington may retain the Buyer's bid and exercise such rights and pursue such remedies as are provided by law.

TOWN OF NEWINGTON

BID FORM

VEHICLE BID

Town Manager's Office

131 Cedar Street

Newington, CT 06111

The undersigned agrees that the bidder has read, fully understood, and accepted the Terms of Sale of the Vehicle Bid as issued by the Town of Newington and agrees to pay for and remove the vehicle, if the bid is accepted, within the timeframe specified. The undersigned submits the following bid for the purchase of one 1983 Ford E350 former ambulance from the Town of Newington:

\$ _____ .

The undersigned is submitting this bid without collusion with any other individual or corporation.

Signature _____

Name _____

Address _____

Phone _____

E-mail _____