

# INVITATION FOR BIDS



**IFB # 2009-05480-0911**

City of Newport News, Dept. of Purchasing  
2400 Washington Avenue, 4<sup>th</sup> Floor, City Hall  
Newport News, VA 23607

Phone: (757) 926-8042/ Fax: (757) 926-8038  
[www.nngov.com/purchasing](http://www.nngov.com/purchasing)

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## Sale of Surplus 2001 Bell & Howell Inserter Machine

Sealed Bids, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Agent, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, until the due date and hour shown below (local prevailing time), for the sale of City-owned surplus.

**BID DUE: 4:00 PM, April 30, 2009**

Contract Officer: \_\_\_\_\_  
Ayana Fields, Buyer II, afields@nngov.com

In compliance with this Invitation for Bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within thirty (30) calendar days from the date of the opening, to purchase all of the items at the price quoted herein.

By submitting this offer, the bidder certifies that he has read and understands all of the terms and conditions listed herein.

The following information must be completed and submitted with your bid. PRINT all information legibly in ink, and sign your name where indicated.

Name: \_\_\_\_\_  
Last First Middle

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Night): \_\_\_\_\_

Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Fed. Tax ID (or Social Security #): \_\_\_\_\_

I have read, understand and agree to all terms, conditions and requirements of this sale.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*This form must be signed. All signatures must be original and not photocopies.  
All bids must be submitted on and in accordance with this form. All bids must be sealed. All sheets must be returned.*

## CONDITIONS AND INSTRUCTIONS

1. All bids must be submitted on and in accordance with this form. All bids must be sealed. All sheets must be returned.
2. Bids and amendments thereto, if received by the Purchasing Department after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by the Purchasing Department by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be acceptable. If City Hall is closed for business at the time scheduled for bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the originally scheduled hour.
3. Bid Prices must show unit price.
4. The bidder certifies by signing this document that this bid is made without prior understanding, agreement, or accord with any other person submitting a bid for the same item and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.
5. Award will be made to the highest responsive and responsible bidder.
6. The City reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality if it is determined to be in the best interest of the City.
7. Each bid (offer) is received with the understanding that the acceptance in writing by the City of the offer to purchase any or all of the items described therein, shall constitute a contract between the bidder and the City.
8. In event of default by the contractor, the City reserves the right to sell or otherwise dispose of the item(s) through other means, and hold the bidder liable for any excess cost occasioned thereby.
9. The contractor guarantees to defend and save the City, its agents and employees, harmless from liability of any nature or kind in the sale of or bidder's use of the property.
10. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink adjacent to the change, and must be initialed and dated in ink by the person signing the bid.
11. All bids must be signed with the bidder's name. Obligations assumed by such signature must be fulfilled.
12. Appeals Procedure: Upon request administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualifications and determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract.
13. **Direct contact with City departments other than Purchasing, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Director of Purchasing or their representative.**
14. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City
15. Applicable Law and Courts: Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.
16. **Property Location & Viewing** All surplus items may be viewed at the location and time specified on the front of this document.
17. **Submittal Requirements:** This entire document must be completed and received by the date and time specified on the cover of the document to: Department of Purchasing, Fourth Floor, City Hall, 2400 Washington Ave., Newport News, VA 23607. Do NOT turn your bid in at any other City location. LATE BIDS WILL NOT BE ACCEPTED. Bid must remain firm for thirty (30) calendar days following the opening date for bids.
18. **Award Notice:** Within thirty (30) calendar days, a determination of award will be made. The successful bidder will be notified by telephone and/or by mail of notice of award within three (3) calendar days after a determination of award has been made. Upon notice of award, Bidder agrees to provide payment for and removal of all property awarded as required herein. Bidder shall not be allowed to withdraw any bid price for any item bid.
19. **Payment:** The successful bidder will be required to remit payment within ten (10) calendar days of notice of award. Payment is to be made by: Cash, Money Order, Cashier's or Certified Check made payable to the City of Newport

News (Personal checks or business checks will not be accepted unless certified). Payment must be made in the EXACT AMOUNT, as the Purchasing Department can not make change.

**Note:**

The sequence of events will be as follows:

1. Notice of award is given to the bidder by the Department of Purchasing.
  2. Bidder pays by cash, money order, cashier's check or certified check. Personal checks and/or business checks will not be accepted unless certified. Payment is made within ten (10) days of notice of award in the Department of Purchasing, Fourth Floor, City Hall, from 8:00 AM to 5:00 PM, Monday through Friday. A receipt will be provided.
  3. Bidder presents a receipt to Newport News Vehicle Services personnel between 9:00 AM and 3:00 PM, Monday through Friday, and title will be provided if available.
  4. Within five (5) calendar days of payment, bidder shall remove all items from the site.
20. **Assumption of Liability:** The purchaser shall assume all liability for the property after award is made. The City will exercise its usual care for protection up to the time of removal, but will not be responsible for any loss or damage. "THE CITY DOES NOT PROVIDE SECURITY FOR BID ITEMS ONCE THE BIDDER HAS BEEN NOTIFIED. IT IS RECOMMENDED THAT PAYMENT AND PICKUP BE MADE WITHIN 48 HOURS AFTER NOTIFICATION."
21. **Right to Reject:** The City reserves the right to reject any or all bid offers.
22. **City Employees:** Employees of the City of Newport News or related agencies may purchase goods at public auctions and/or sealed bids as long as the purchase price does not exceed \$500.00.
23. **Warranties and/or Representations:** It is the responsibility of the bidder to inspect the items being bid. The City makes no warranties or guarantees, expressed or implied, as to the actual condition or quality of the items offered or fitness for a particular purpose or for use in general. The responsibility as to the condition of the property rests with the bidder. Under no circumstances will a refund or adjustment be made on account of property failing to meet bidder's expectations. Sale is "as is, where is" without warranty. There is no guarantee or warranty on the part of the City as to the condition or quality; or that the property offered, or a portion thereof, may not be withdrawn prior to the sale. Except as stated herein, no service of any kind will be furnished by the City, and any cost of removing property from the site shall be assumed by the bidder.
24. **Important Information:** The City reserves the right to award any item to a succeeding bidder should the highest bidder fail to pay for and remove from City property within the prescribed time period contained herein. The City reserves the right to hold highest bidder responsible for any lost revenue and/or expenses incurred to a bidder's default. If the successful bidder is in default, the City reserves the right to debar such bidder for a period of up to three years.
25. If you received this document from our homepage or from a source other than the Newport News Purchasing Department, please check with our office prior to submitting your bid to ensure that you have a complete up-to-date package. The Purchasing Department cannot be responsible for providing you notice of addenda if we do not have you on record as a plan holder.
26. Once a decision to award has been made the results of the successful bidder(s) will be posted on the City of Newport News Purchasing's Home Page: [www.nngov.com/purchasing](http://www.nngov.com/purchasing) (all lower case).

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**Surplus Item:** 2001 Bell & Howell Inserter Machine, Model BH 2000

On Time: 2235.5 hours

Cycle Time: 4809.9 hours

Envelope Count: 6426175

Power Requirements: (1) 208 Volt - 30 AMP, 5 Wire w/neutral, Three Phase, 50/60 HZ Main Power Line.

Framing: Shuttle Feed Hopper w/HCEL Turnover, Envelope Marker, Diverter, Meter Stand, Standard End Conveyor.



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**Bid Amount:**

\$ _____
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