

NOTICE OF INTENTION TO SELL EQUIPMENT

Sealed bids for the purchase of the following:

1986 2WD Ford F-9 Boom Truck
1995 Ford 2WD F-9-F Bucket Truck

will be received until 3:00 p.m. Wednesday, September 12th 2018, by the Clarksdale Public Utilities Commission, City of Clarksdale, at the offices of the Commission at 416 Third Street, Clarksdale, Mississippi, at which time and place the Commission shall cause the bids to be publicly opened and read aloud in the Conference Room of Clarksdale Public Utilities.

Specifications for bids on above listed equipment is on file in the office of the Commission.

The Commission reserves for a period of thirty (30) days from the bid date the right to accept or reject any or all bids.

All bids should be sealed and clearly marked on the exterior as a bid to purchase the above listed equipment.

**CLARKSDALE PUBLIC
UTILITIES COMMISSION
CITY OF CLARKSDALE,
MISSISSIPPI**

BY _____
Mark Johnson, General Manager

RUN DATES:
August 8th 2018
August 15th 2018

INFORMATION FOR BIDDERS

1. The Clarksdale Public Utilities Commission (CPUC) may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof, provided that the request is signed in the same manner and by the same person who signed the proposal. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside of the envelope the name of the bidder, his address, and the statement "Quote for the Purchase of Damaged Vehicles."

3. Electronic Modification

Any bidder may modify his bid in writing or by electronic communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by CPUC prior to the closing time, and, provided further, CPUC is satisfied that a written confirmation of the modification over the signature of the bidder was mailed prior to the closing time. The communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by CPUC until the sealed bid is opened. If written confirmation is not received within two days from the closing time, consideration will be not be given to the electronic modification.

5. Responsibility of Bidder to Know Conditions

Each bidder must inform himself fully of the condition, location, and loading and hauling requirements of each vehicle prior to submitting his proposal. Failure to do so will not relieve him of his obligations under terms of his bid and contract.

6. Addenda and Interpretations

No interpretation of the meaning of the bid solicitation will be made to any bidder orally. Every request for such interpretations should be in writing addressed to:

CLARKSDALE PUBLIC UTILITIES COMMISSION
P. O. BOX 70
CLARKSDALE, MISSISSIPPI 38614

and to be given consideration must be received at least five (5) working days prior to the date fixed for the opening of bids. Any and all such interpretation and any supplemental instructions will be in the form of written addenda to the specifications which, is issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective address furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

7. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws and CPUC's rules and regulations shall apply to the bidding and purchase throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

8. Method of Award

The award shall be made to the bidder, who, in the opinion of CPUC, best meets the necessary requirements with the highest and best bid.

The CPUC reserves the right to reject any or all bids and to waive any informality.

9. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have read and to be thoroughly familiar with the condition of each vehicle, its accessibility and its transportability. The failure or omission of any bidder to familiarize himself with such matters shall in no way relieve any bidder from obligation with respect to his bid. The sale of the vehicles by CPUC shall be "as is—where is." All warranties other than of title are expressly disclaimed.

11. Taxes

CPUC is a governmental entity exempt from the payment of sales tax; however, all other taxes that might lawfully be assessed against the Seller or CPUC in the sale or delivery of the Transformers are to be paid by the Seller. It is to be clearly understood by all bidders that the bid price submitted shall include the total cost of such taxes, if any.

12. Variance of Terms and Conditions

The Bidder is presumed to know the laws and statutes of Mississippi applicable to the CPUC, which is a municipal commission. Without in any way limiting the foregoing, CPUC cannot accept and the Bidder may not submit ANY TERM OR CONDITION to the purchase from CPUC of such Transformers WHICH PURPORTS TO:

- 1) LIMIT THE LIABILITY OF THE BIDDER EITHER IN AMOUNT OR TYPE OF DAMAGES;
- 2) LIMIT OR MODIFY ANY PERIOD OF LIMITATIONS ESTABLISHED BY STATUTE;
- 3) REQUIRE THE CPUC TO INDEMNIFY BIDDER AGAINST CLAIMS ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF BIDDER OR OTHERS OR FROM ACTIONABLE DEEDS OF BIDDER OR OTHERS; OR
- 4) IMPOSE UPON CPUC ANY LIABILITY FOR INTEREST OR OTHER CHARGES OTHER THAN THAT PERMITTED BY STATE LAW.

Any such variation, exception, or modification submitted shall be deemed to be a failure to meet specifications and any proposal containing such variation, exception, or modification shall be rejected.

13. Award of Contract

A Notice of Award will be will be issued to the successful bidder who shall thereupon submit to the CPUC within fifteen (15) calendar days of the issuance of the Notice of Award its schedule for taking possession and removal of the vehicles, which date shall be not less than twenty five calendar days following issuance of the Notice of Award.

14. Contract Documents

The contract between the CPUC and the successful bidder shall be deemed to include the terms, provisions, conditions, and agreements of the Advertisement for Bids, Information for Bidders, Notice of Award, and any addenda thereto or written interpretation thereof. Each shall be considered an integral component of the contract between the CPUC and the Successful Bidder.

BIDS FOR EXCESS EQUIPMENT

Having read all specifications and conditions, including the Information for Bidders, the undersigned buyer offers to pay the following amounts for the below listed equipment. It is understood that all equipment is in an "As Is/Where Is" condition. The successful bidder will accept delivery at the current location of the equipment at the Lewis L. Wilkins Generating Station, 240 Hicks Street, Clarksdale, Mississippi. All sales of listed equipment is finale upon receipt of payment which must be in U.S. currency or cashier's check received by Clarksdale Public Utilities prior to delivery of equipment.

EQUIPMENT DESCRIPTION:

1986 Ford F-9 Boom Truck (2WD) \$ _____ Bid

_____ Written Bid in Letters

1995 Ford F-9-F Bucket Truck (2WD) \$ _____ Bid

_____ Written Bid in Letters

Bidder Name _____ Bidder Telephone _____

Bidder Address _____

Bidder email address (optional) _____

Bidder Signature _____ Date _____