

DULUTH TRANSIT AUTHORITY

REQUEST FOR BIDS FOR SALE OF USED SUVs

DATE ISSUED: November 20, 2019

BID OPENING DATE: 1:00 p.m., Thursday, December 5, 2019

SALE OF SURPLUS SUVs

The Duluth Transit Authority hereby requests bids for the sale of two 2007 Dodge Durango sport utility vehicles. A complete summary is available on the DTA website at:

www.duluthtransit.com/doingbusinesswithus.

All will be sold to the highest bidder on "as is, where is" basis. The bids shall be of a sealed type and shall be accepted until 1:00 p.m. Thursday, December 5, 2019, at which time they will be opened. The DTA reserves the right to accept or reject any and all bids. The vehicles can be inspected between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday by appointment only. Please request bid package or more information from: Procurement Manager, Duluth Transit Authority, 2402 West Michigan St., Duluth MN 55806, phone (218) 623-4329, or nbrown@duluthtransit.com.

DULUTH TRANSIT AUTHORITY

SALE OF SURPLUS SUVs

GENERAL CONDITIONS

The Duluth Transit Authority requests bids for the sale of used sport utility vehicles under the following requirements and conditions.

All inquiries and other correspondence relating to this request for bids, both prior to and subsequent to the award of the Contract arising therefrom shall be in writing and addressed to:

Procurement Manager
Duluth Transit Authority
2402 West Michigan Street
Duluth, MN 55806

1.1 SEALED BIDS

- a. Sealed Bids shall be submitted in envelopes marked %SURPLUS SUVs+and will be received at the Duluth Transit Authority until **1:00 p.m. on Thursday, December 5, 2019**, at which time and place they will be opened and read in public. Any Bid received after the time referred to will not be considered and will be returned unopened. The Bidder may not withdraw any bid received and opened for thirty (30) days from the date on which Bids are opened.

1.2 INSPECTION OF THE VEHICLES

The vehicles can be inspected between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday by appointment only by contacting the DTA Procurement Manager, nbrown@duluthtransit.com or 218-623-4329.

1.3 CONTRACT AWARD

Award(s) for the sale of the Surplus SUVs will be made within ten (10) days from the date upon which Bids are opened and the sale will be valid or binding upon the DTA only by written notice of the award duly given to the successful Bidder(s) by the DTA.

The DTA may give special pricing consideration to publicly operated transit systems wishing to purchase these vehicles as back up.

1.4 INTERESTED PARTIES

No member of or delegate to the Congress of the United States or the State of Minnesota shall be admitted to any share or part of the contract or to any benefit arising therefrom.

No member, officer, or employee of the Duluth Transit Authority, ATE Management, or First Transit Incorporated may purchase surplus property if that person is directly receiving bids, opening bids or reviewing and awarding bids for the surplus vehicles.

1.5 CONTRACT FORM

The form of the Bill of Sale, which the DTA will use in this transaction is attached as *Attachment 1*. Copies of an executed Bill of Sale will be provided to Buyer.

1.6 BIDDING METHOD

- a. Bidder may Bid on one or both vehicles. The DTA will award the Bid to the highest Bidder for each SUV, except as provided in Section 1.3. Bidder may not stipulate any condition to their Bid not contained in these specifications.
- b. The DTA reserves the right to accept or reject any or all Bids on such basis as the DTA deems to be in its best financial interests to do so.
- c. The DTA is not under obligation for payment of any prebid expenses, including expenses for preparing a Bid in response to this request, or any other expenses incurred by the Bidder prior to or after award.

1.7 PAYMENT

- a. Payment in full shall be made within ten (10) calendar days of acceptance of the Bid unless otherwise agreed in writing by the DTA. Failure to do so will result in forfeiture of the purchase, which may then be sold to the next highest Bidder or alternate Bids obtained.
- b. A storage rental fee of \$50.00 per calendar day will be charged for storage of each vehicle after December 31, 2019, unless otherwise agreed to by the DTA General Manager.
- c. Payment shall be made by **Certified Check or Cashier's Check**, payable to the Duluth Transit Authority.

1.8 INDEMNIFICATION

As further consideration for the purchase of a surplus service, the Buyer covenants to hold harmless and indemnify the Duluth Transit Authority, ATE Management of Duluth, and First Transit, Inc. for any and all claims, injuries or property damage which may arise out of any sale or use of any surplus vehicle, including, (but not limited to) loss and expense because of liability for the payment of Workman's Compensation. The liability of the Buyer under this contract is absolute and is not dependent upon any question of negligence on the part of the buyer, or on the part of the DTA or their respective agents, employees, servants or contractors.

It is understood by the Buyer that anytime they, their agents, servants or employees enter upon the DTA property, that they assume the liability and risks identified above.

SECTION 2 SURPLUS SUV DETAILS

2.1

Year	#	Model	VIN	Miles
10	2007	Dodge Durango	1D8HB38P67F584865	135,444
13	2007	Dodge Durango	1D8HB38P87F584866	155,455

2.2 Condition.

- a) Vehicles are 4x4 Dodge Durango SRT sport utility vehicles.
- b) Vehicles have been regularly maintained, but are old and have normal wear and tear. Both vehicles run, but need front suspension work and steering repairs.
- c) Corrosion: The SUVs are stored indoors, however the Duluth-Superior metro area has a demanding climate and roads are frequently treated with road salt and calcium chloride mix during inclement weather. Purchasers should assume that the undercarriage is corroded. Purchasers are solely responsible to determine the extent of corrosion and its impact on the life of the vehicle.

2.3 TIRES

The DTA makes NO WARRANTIES as to the condition or fitness of the tires for continued use. Tires are sold ~~as is~~ as is+.

2.4 NO WARRANTY

The vehicle(s) to be purchased by the Buyer ~~as is, + where is, + and with all faults.~~ as is, + where is, + and with all faults.+ The DTA gives no express warranty nor does DTA make any representation or implied warranty that the vehicle(s) are of merchantable quality or as to the kind, character, or quality of them, or that they can be used for any particular purpose. The DTA will not consider any claim for allowance of adjustment or for rescission of the sale based on the failure of the property to correspond with the standard expected.

2.5 RELEASE AND REMOVAL OF VEHICLES

- a) Vehicles are immediately available upon DTA approval of award of the Bill of Sale contract and receipt of full payment. The Buyer must remove the vehicle(s) no later than December 31, 2019 unless otherwise agreed in writing by the DTA. If it is not removed after this date the sale will be subject to:
 1. A storage charge of \$50.00 per vehicle per calendar day or portion thereof after December 31, 2019 as outlined herein.
 2. Resale and removal by the DTA. Any cost of removal will be charged to the Buyer.
- b) Assistance for towing, starting, tire inflation, etc., **will not** be available from the DTA. Buyer shall make such arrangements as may be necessary with private contractors for these services. DTA will not allow Buyer to make any repairs to any vehicle on the DTA premises; it may not be stripped, disassembled, or

repaired, except for tire change or inflation. No exceptions will be allowed.

2.6 LICENSE PLATES, TITLE TRANSFER

- a) The DTA will prepare and provide the Bill of Sale (form attached as *Attachment 1*) and either the title card or the certificate of ownership. Titles/registrations will be furnished only after full payment and removal.
- b) Any license plates used by the DTA will be removed prior to the sale to the Buyer. It is the responsibility of the Buyer to apply for, pay for, and attach any applicable license plates.
- c) The cost, as well as the physical effort for any applicable title transfer or permit, shall be the responsibility of the Buyer. Any applicable transfer fee payable to the Minnesota Secretary of State shall be paid by the Buyer to the Motor Vehicle Division of the State of Minnesota or any other state, as applicable, including any applicable sales tax. Buyer shall provide proof of title transfer within twenty days of possession of the vehicle(s).

2.7 INSURANCE

- a) The DTA will carry insurance on the vehicle(s) until the Buyer, in accordance with the specifications herein, executes the Bill of Sale.
- b) After this time, the full responsibility for the purchased vehicle(s) rests with the Buyer and the DTA insurance coverage will cease, although the Buyer may not have yet removed the vehicle(s) from the pre-sale storage location; all liability, including vandalism, will become the responsibility of the Buyer.

SECTION 3 FTA REQUIREMENTS

1. No obligation by the Federal Government. The DTA and Buyer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Buyer, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
2. The provisions of this Contract include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All applicable contractual provisions required by the Federal Transit Administration (FTA) are hereby incorporated by reference. Anything to the contrary herein withstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any DTA requests which would cause DTA to be in violation of the FTA terms and conditions.

Attachment 1
BILL OF SALE (example)

The **Duluth Transit Authority**, located at 2402 West Michigan Street, Duluth, Minnesota, (hereafter, Seller) in consideration of the sum of \$ _____, receipt of which is hereby acknowledged, paid to it by:

_____ (hereafter Buyer),

does hereby sell, transfer and convey to Buyer, Buyer's successors, executors, administrators and assigns forever all Seller's right, title and interest in certain used vehicles (hereafter, Property) described as:

Surplus SUV #	Bid PRICE
# _____	\$ _____
# _____	\$ _____

Title to said property to pass to Buyer upon execution of this Bill of Sale by the parties hereto.

1. Seller and Buyer agree that any applicable Certificate of Title for said Property, executed herewith, shall be transferred from Seller to Buyer and shall be filed by Buyer at Buyer's cost.
2. Seller warrants and represents that it has absolute ownership title and full right to dispose of the Property and that there are no liens, claims or encumbrances of any kind against the Property.
3. The Property is sold ~~as is,~~ where is, and ~~with all faults.~~
4. Seller makes no warranty or representation, express or implied, as to the merchantability of the Property or of the fitness of the Property for any use or purpose.
5. Buyer acknowledges that prior to signing this agreement Buyer has fully examined and inspected the Property and has found the Property to be satisfactory in all respects.
6. Buyer agrees to indemnify and hold harmless Seller from any and all claims or costs that may arise out of the sale or use of the Property.

IN WITNESS WHEREOF:

BUYER

SELLER
DULUTH TRANSIT AUTHORITY

By _____
Name/Title/Company

By _____
General Manager

Date _____

Date _____

BID PROPOSAL "SEALED BID - SURPLUS SUVS"

DULUTH TRANSIT AUTHORITY

2402 West Michigan Street

Duluth, MN 55806

In accordance with DTA solicitation for bids for surplus Service SUVS as described in the Bid Solicitation Documents, we hereby submit our sealed bid as noted below. Total payment to be made by Certified or Cashier's Check payable to the Duluth Transit Authority prior to removal.

Surplus SUVS Bid in accordance with the specifications herein. (Bidder may Bid on one or both vehicle):

DTA#	Year	VIN	Miles	Total Price
10	2007	1D8HB38P67F584865	135,444	
13	2007	1D8HB38P87F584866	155,455	

BIDDER'S NAME _____

COMPANY: _____

SIGNATURE: _____

Address _____

Phone #: _____

Email: _____