



DULUTH TRANSIT AUTHORITY

REQUEST FOR BIDS FOR SALE OF USED LOADER

DATE ISSUED: January 6, 2020

BID OPENING DATE: 2:00 p.m., Thursday, January 23, 2020

SALE OF USED LOADER

The Duluth Transit Authority hereby requests bids for the sale of one used 1984 Clark Model 35C Loader, sold to the highest Bidder on an ~~as is~~ ^{as is} basis. Bids will be accepted until 2:00 p.m. on **Thursday, January 23, 2020**, at which time they will be opened and reviewed. The Loader can be inspected between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday by appointment only.

To request a Bid package or more information, please contact Procurement Manager, Duluth Transit Authority, 2402 West Michigan St., Duluth MN 55806; phone (218) 623-4329, or nbrown@duluthtransit.com.

The DTA reserves the right to accept or reject any and all Bids in the best interests of the DTA.

DULUTH TRANSIT AUTHORITY

SALE OF SURPLUS LOADER

GENERAL CONDITIONS

The Duluth Transit Authority requests Bids for the sale of used 1984 Clark Loader, Model 35C Michigan, 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 BID SUBMISSION

- a. Bids are due at **2:00 p.m. on Thursday, January 23, 2020**, at which time they will be opened and read in public. Bids must be submitted on the attached Bid form via email in a PDF attachment to nbrown@duluthtransit.com or submitted in an envelope marked "SURPLUS LOADER" received at the Duluth Transit Authority, 2402 West Michigan Street, Duluth, MN 55806 prior to the due date and time. "Time" means local time in Duluth, Minnesota. 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.
- b. The DTA reserves the right to accept or reject any and/or all Bids in the best interest of the DTA.

1.2 INSPECTION OF THE VEHICLE

The Loader 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 for the sale of the Loader will be made within twenty (20) 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 by the DTA.

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 **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 the Loader after February 28, 2020 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.

1.7 **INDEMNIFICATION**

As further consideration for the purchase of the Loader, 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 the Loader, 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 LOADER DETAILS

2.1 Specifications

- a) Model Year 1984 Clark 35 C Michigan Wheel Loader
- b) 4,134 lifetime miles
- c) Detroit Diesel 3-53T
- d) Maximum 89 hp
- e) Articulated frame, full hydraulic power steering
- f) 4-position Boom Controls
- g) 3-yard bucket, bolt on cutting edge
- h) Reverse lights, turn signals
- i) Roll Over protection
- j) Fenders
- k) Vandalism lock

2.2 Condition.

- a) The Loader has been stored inside and regularly maintained.
- b) The DTA makes NO WARRANTIES as to the condition or fitness of the tires for continued use.
- c) The Loader has some corrosion, particularly on the undercarriage. The Bidder is solely responsible to determine the extent of the corrosion and its impact on the life of the Loader.

2.3 NO WARRANTY

The Loader to be purchased by the Buyer is sold ~~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 Loader is of merchantable quality or as to the kind, character, or quality of it, or that it 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.

2.4 RELEASE AND REMOVAL OF VEHICLES

- a) The Loader is immediately available upon DTA approval of award of the Bill of Sale Contract and receipt of full payment. The Buyer must remove the Loader no later than February 28, 2020 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 February 28, 2020 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 the Loader on the DTA premises; it may not be stripped, disassembled, or repaired, except for tire change or inflation. No exceptions will be allowed.

2.5 TITLE TRANSFER

- a) The DTA will prepare and provide the Bill of Sale (example 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) 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 Loader

2.6 LICENSE PLATES

Any license plates used by the DTA will be removed prior to the sale to the Buyer. It shall be the responsibility of the Buyer to apply for, pay for, and attach any applicable license plates.

2.7 INSURANCE

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

2.8 TOTAL BID

The DTA will sell the Loader to the highest Bidder in the DTA's best interests, or may elect to cancel all or part of this Request for Bids, in the best interests of the DTA.

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 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.

BILL OF SALE (example for Bidding)

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:

1984 Clarke Loader	Bid PRICE \$ _____
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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 – USED LOADER
DULUTH TRANSIT AUTHORITY
2402 West Michigan Street
Duluth, MN 55806
nbrown@duluthtransit.com

In accordance with DTA solicitation for Bids for a Clarke Loader as described in the Bid Solicitation Documents, we hereby submit our 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 Vehicle Bid in accordance with the specifications herein:

Total Price: \$ _____

BIDDER'S NAME _____

COMPANY: _____

SIGNATURE: _____

Address _____

Phone #: _____

Email: _____