

## SALE OF SURPLUS EQUIPMENT

The Duluth Transit Authority hereby requests bids for the sale of three surplus bus shelters and one decorative bus shelter roof. Each item will be sold to the highest bidder on an *as is, where is* basis. Bids must be emailed in a pdf attachment to [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com), or sealed in an envelope and mailed to the Duluth Transit Authority Procurement Manager, 2402 West Michigan Street, Duluth, MN 55806. Bids are accepted until **1:00 p.m. on Friday, April 24, 2020**. The DTA reserves the right to accept or reject any and all bids.

1. The equipment can be inspected between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday by appointment only, by calling 218-623-4332. Due to the COVID-19 emergency, visitors are required to wear masks and gloves while on the premises.
2. No member, officer, or employee of the Duluth Transit Authority, ATE Management of Duluth, or First Transit Inc., may purchase surplus property if that person is directly receiving bids, opening bids or reviewing and awarding bids for the surplus equipment.
3. 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 interests to do so.
4. Payment in full shall be made promptly upon award of sale. Unless otherwise agreed in writing by the DTA, Buyer must remove the item no later than the close of business, Monday, May 4, 2020. Failure to do so will result in forfeiture of the item(s) purchased, which may then be sold to the next highest bidder or alternate bids obtained.
6. Payment shall be made by **Cash, Certified Check or Cashier's Check**, payable to the Duluth Transit Authority.
7. All equipment is purchased by the buyer *as is, where is, and with all faults*, and the DTA gives no express warranty nor does DTA make any representation or implied warranty that the equipment is of merchantable quality or as to the kind, character, or quality, 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. All sales are final.
11. 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.
12. Assistance for removing equipment will **not** be available from the DTA. Each purchaser shall make such arrangements as may be necessary with private contractors for these services.

All inquiries and other correspondence relating to this request for bids, both prior to and subsequent to the award of the bid shall be in writing and emailed to [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com) or via regular mail addressed to:

Procurement Manager  
Duluth Transit Authority  
2402 West Michigan Street  
Duluth, MN 55806-1988

## 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 bus shelters (hereafter, Property) described as:

<u>DTA #</u>	<u>ITEM</u>	<u>QTY</u>	<u>Bid Price</u>	<u>Total</u>
#				

Total

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

1. The Property is sold ~~as is,~~ where is, and ~~with all faults.~~
2. 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.
3. 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.
4. 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**

By \_\_\_\_\_  
Name/Title/Company

Date \_\_\_\_\_

**SELLER**

**DULUTH TRANSIT AUTHORITY**

By \_\_\_\_\_

Date \_\_\_\_\_