



DULUTH TRANSIT AUTHORITY

REQUEST FOR BIDS FOR SALE OF USED HEAVY DUTY BUSES

DATE ISSUED: September 22, 2021

BID OPENING DATE: 2:00 p.m., Thursday, October 7 , 2021

SALE OF USED HEAVY DUTY BUSES

The Duluth Transit Authority hereby requests bids for the sale of two Gillig Heavy Duty transit buses, model year 2007, sold to the highest bidder on an “as is, where is” basis. Sealed Bids will be accepted until 2:00 p.m. on **Thursday, October 7, 2021**, at which time they will be opened and reviewed. The DTA reserves the right to accept or reject any and all bids in the best interests of the DTA. The vehicles 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.

DULUTH TRANSIT AUTHORITY

SALE OF SURPLUS HEAVY DUTY BUSES

GENERAL CONDITIONS

The Duluth Transit Authority requests bids for the sale of two 2007 Gillig heavy duty transit buses 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 via email and addressed to: nbrown@duluthtransit.com or mailed to

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

1.1 SEALED BIDS

- a. Sealed Bids shall be emailed in a pdf attachment to nbrown@duluthtransit.com, or submitted in envelopes marked "SURPLUS HEAVY DUTY BUSES" and will be received at the Duluth Transit Authority until **2:00 p.m. on Thursday, October 7, 2021**, 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 30 days from the date on which Bids are opened.
- b. The DTA reserves the right to reject any or all Bids.

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. Please note visitors to the DTA are required to wear a high visibility vest in active bus movement areas.

1.3 CONTRACT AWARD

Award(s) for the sale of the heavy-duty transit buses 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. The vehicles will be sold to the highest Bidder except as provided in Section 1.3.
- 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.

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 heavy duty transit bus after December 1, 2021, 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 Gillig heavy duty transit bus, the Buyer covenants to hold harmless and indemnify the Duluth Transit Authority, ATE Management of Duluth, and FirstGroup Management, Inc. for any and all claims, injuries or property damage which may arise out of any sale or use of any heavy duty bus, 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 BUS DETAILS

2.1 GILLIG HEAVY DUTY LOW FLOOR BUSES

<u>DTA #</u>	<u>Year</u>	<u>Model</u>	<u>Length</u>	<u>VIN</u>	<u>Miles</u>
111	10-4-2007	35-foot	15GGB271371078305	423,873	
118	10-4-2007	35-foot	15GGB271071078312	428,603	

2.2 Condition.

- a) Buses have been stored indoors and have been regularly maintained. Both buses have Cummins ISL CM2150 engines, Voith 864.5 transmissions.

111: Has a crack in the H-frame and is not recommended to be driven. Motor and running gear are still in good condition.

118: The bus runs but has corrosion from normal use, but does not have any major issues with the running gear.

- b) Corrosion: Buses 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 surplus buses have corrosion, particularly at the rear undercarriage. Purchasers are solely responsible to determine the extent of corrosion and its impact on the life of the bus.
- c) The batteries on the vehicles are not charged and may not take a charge. Bidders should plan on bringing spare batteries and/or a battery charger. A plug in is available for a charger, but Bidders should bring an extension cord.
- d) Seats are American Seating brand. Seating capacity is 25 seats when wheelchairs are positioned.
- f) Destination signs do not work.
- g) Wheelchair lifts are Ricon low floor vehicle access ramp for transit vehicles. There are two wheelchair positions on each bus.
- h) Security cameras that work have been removed; any security cameras left on the buses do not work.
- i) **Each bus contains 120 gallons of diesel fuel which must be purchased from the DTA at a cost of \$155.00. The DTA will not remove any fuel from these**

vehicles.

2.3 TIRES

a) Both buses have scrap tires on them. Title to and ownership of all tires transfers to the Purchaser upon payment. Operator agrees to assume the responsibility for the tires as is. The DTA makes NO WARRANTIES as to the condition or fitness of the tires for continued use.

2.4 NO WARRANTY

The vehicle(s) to be purchased by the Buyer “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 1, 2021 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 1, 2021 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 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) 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 heavy duty bus.

2.7 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 purchaser to apply for, pay for, and attach any applicable license plates.

2.8 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.

2.09 TOTAL BID

Bidders may bid on any or all vehicles. The DTA will sell the vehicles to the highest Bidder in the DTA's best interests. All sales are final.

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)

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:

MANUFACTURER/MODEL	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

By _____
Name/Title/Company

Date _____

**SELLER
DULUTH TRANSIT AUTHORITY**

By _____
General Manager

Date _____

BID PROPOSAL "SEALED BID – HEAVY DUTY TRANSIT BUSES"

DULUTH TRANSIT AUTHORITY
2402 West Michigan Street
Duluth, MN 55806

In accordance with DTA solicitation for bids for surplus heavy duty transit buses 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 Vehicle Bid in accordance with the specifications herein:

DTA#	Year	Length	Miles	Fuel	Bid Price	Total Price
111	2007	35-foot	423,873	\$155		
118	2008	35-foot	428,608	\$155		

BIDDER'S NAME _____

COMPANY: _____

SIGNATURE: _____

Address _____

Phone #: _____

Email: _____



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- 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 heavy duty bus.

2.7 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 purchaser to apply for, pay for, and attach any applicable license plates.

2.8 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.

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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)

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:

MANUFACTURER/MODEL	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

By _____
Name/Title/Company

Date _____

**SELLER
DULUTH TRANSIT AUTHORITY**

By _____
General Manager

Date _____

BID PROPOSAL "SEALED BID – HEAVY DUTY TRANSIT BUSES"

DULUTH TRANSIT AUTHORITY
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- 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 heavy duty transit bus after December 1, 2021, 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 Gillig heavy duty transit bus, the Buyer covenants to hold harmless and indemnify the Duluth Transit Authority, ATE Management of Duluth, and FirstGroup Management, Inc. for any and all claims, injuries or property damage which may arise out of any sale or use of any heavy duty bus, 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 BUS DETAILS

2.1 GILLIG HEAVY DUTY LOW FLOOR BUSES

<u>DTA #</u>	<u>Year</u>	<u>Model</u>	<u>Length</u>	<u>VIN</u>	<u>Miles</u>
111	10-4-2007	35-foot	15GGB271371078305	423,873	
118	10-4-2007	35-foot	15GGB271071078312	428,603	

2.2 Condition.

- a) Buses have been stored indoors and have been regularly maintained. Both buses have Cummins ISL CM2150 engines, Voith 864.5 transmissions.

111: Has a crack in the H-frame and is not recommended to be driven. Motor and running gear are still in good condition.

118: The bus runs but has corrosion from normal use, but does not have any major issues with the running gear.

- b) Corrosion: Buses 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 surplus buses have corrosion, particularly at the rear undercarriage. Purchasers are solely responsible to determine the extent of corrosion and its impact on the life of the bus.
- c) The batteries on the vehicles are not charged and may not take a charge. Bidders should plan on bringing spare batteries and/or a battery charger. A plug in is available for a charger, but Bidders should bring an extension cord.
- d) Seats are American Seating brand. Seating capacity is 25 seats when wheelchairs are positioned.
- f) Destination signs do not work.
- g) Wheelchair lifts are Ricon low floor vehicle access ramp for transit vehicles. There are two wheelchair positions on each bus.
- h) Security cameras that work have been removed; any security cameras left on the buses do not work.
- i) **Each bus contains 120 gallons of diesel fuel which must be purchased from the DTA at a cost of \$155.00. The DTA will not remove any fuel from these**

vehicles.

2.3 TIRES

a) Both buses have scrap tires on them. Title to and ownership of all tires transfers to the Purchaser upon payment. Operator agrees to assume the responsibility for the tires as is. The DTA makes NO WARRANTIES as to the condition or fitness of the tires for continued use.

2.4 NO WARRANTY

The vehicle(s) to be purchased by the Buyer “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 1, 2021 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 1, 2021 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 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) 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 heavy duty bus.

2.7 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 purchaser to apply for, pay for, and attach any applicable license plates.

2.8 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.

2.09 TOTAL BID

Bidders may bid on any or all vehicles. The DTA will sell the vehicles to the highest Bidder in the DTA's best interests. All sales are final.

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)

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:

MANUFACTURER/MODEL	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

By _____
Name/Title/Company

Date _____

**SELLER
DULUTH TRANSIT AUTHORITY**

By _____
General Manager

Date _____

BID PROPOSAL "SEALED BID – HEAVY DUTY TRANSIT BUSES"

DULUTH TRANSIT AUTHORITY
2402 West Michigan Street
Duluth, MN 55806

In accordance with DTA solicitation for bids for surplus heavy duty transit buses 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 Vehicle Bid in accordance with the specifications herein:

DTA#	Year	Length	Miles	Fuel	Bid Price	Total Price
111	2007	35-foot	423,873	\$155		
118	2008	35-foot	428,608	\$155		

BIDDER'S NAME _____

COMPANY: _____

SIGNATURE: _____

Address _____

Phone #: _____

Email: _____



DULUTH TRANSIT AUTHORITY

REQUEST FOR BIDS FOR SALE OF USED HEAVY DUTY BUSES

DATE ISSUED: September 22, 2021

BID OPENING DATE: 2:00 p.m., Thursday, October 7 , 2021

SALE OF USED HEAVY DUTY BUSES

The Duluth Transit Authority hereby requests bids for the sale of two Gillig Heavy Duty transit buses, model year 2007, sold to the highest bidder on an “as is, where is” basis. Sealed Bids will be accepted until 2:00 p.m. on **Thursday, October 7, 2021**, at which time they will be opened and reviewed. The DTA reserves the right to accept or reject any and all bids in the best interests of the DTA. The vehicles 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.

DULUTH TRANSIT AUTHORITY

SALE OF SURPLUS HEAVY DUTY BUSES

GENERAL CONDITIONS

The Duluth Transit Authority requests bids for the sale of two 2007 Gillig heavy duty transit buses 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 via email and addressed to:

nbrown@duluthtransit.com or mailed to

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

1.1 SEALED BIDS

- a. Sealed Bids shall be emailed in a pdf attachment to nbrown@duluthtransit.com, or submitted in envelopes marked "SURPLUS HEAVY DUTY BUSES" and will be received at the Duluth Transit Authority until **2:00 p.m. on Thursday, October 7, 2021**, 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 30 days from the date on which Bids are opened.
- b. The DTA reserves the right to reject any or all Bids.

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. Please note visitors to the DTA are required to wear a high visibility vest in active bus movement areas.

1.3 CONTRACT AWARD

Award(s) for the sale of the heavy-duty transit buses 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. The vehicles will be sold to the highest Bidder except as provided in Section 1.3.
- 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.

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 heavy duty transit bus after December 1, 2021, 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 Gillig heavy duty transit bus, the Buyer covenants to hold harmless and indemnify the Duluth Transit Authority, ATE Management of Duluth, and FirstGroup Management, Inc. for any and all claims, injuries or property damage which may arise out of any sale or use of any heavy duty bus, 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 BUS DETAILS

2.1 GILLIG HEAVY DUTY LOW FLOOR BUSES

<u>DTA #</u>	<u>Year</u>	<u>Model</u>	<u>Length</u>	<u>VIN</u>	<u>Miles</u>
111	10-4-2007	35-foot	15GGB271371078305	423,873	
118	10-4-2007	35-foot	15GGB271071078312	428,603	

2.2 Condition.

- a) Buses have been stored indoors and have been regularly maintained. Both buses have Cummins ISL CM2150 engines, Voith 864.5 transmissions.

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- c) The batteries on the vehicles are not charged and may not take a charge. Bidders should plan on bringing spare batteries and/or a battery charger. A plug in is available for a charger, but Bidders should bring an extension cord.
- d) Seats are American Seating brand. Seating capacity is 25 seats when wheelchairs are positioned.
- f) Destination signs do not work.
- g) Wheelchair lifts are Ricon low floor vehicle access ramp for transit vehicles. There are two wheelchair positions on each bus.
- h) Security cameras that work have been removed; any security cameras left on the buses do not work.
- i) **Each bus contains 120 gallons of diesel fuel which must be purchased from the DTA at a cost of \$155.00. The DTA will not remove any fuel from these**

vehicles.

2.3 TIRES

a) Both buses have scrap tires on them. Title to and ownership of all tires transfers to the Purchaser upon payment. Operator agrees to assume the responsibility for the tires as is. The DTA makes NO WARRANTIES as to the condition or fitness of the tires for continued use.

2.4 NO WARRANTY

The vehicle(s) to be purchased by the Buyer "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.

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- 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 heavy duty bus.

2.7 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 purchaser to apply for, pay for, and attach any applicable license plates.

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- 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.

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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)

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:

MANUFACTURER/MODEL	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

By _____
Name/Title/Company

Date _____

**SELLER
DULUTH TRANSIT AUTHORITY**

By _____
General Manager

Date _____

BID PROPOSAL "SEALED BID – HEAVY DUTY TRANSIT BUSES"

DULUTH TRANSIT AUTHORITY
2402 West Michigan Street
Duluth, MN 55806

In accordance with DTA solicitation for bids for surplus heavy duty transit buses 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 Vehicle Bid in accordance with the specifications herein:

DTA#	Year	Length	Miles	Fuel	Bid Price	Total Price
111	2007	35-foot	423,873	\$155		
118	2008	35-foot	428,608	\$155		

BIDDER'S NAME _____

COMPANY: _____

SIGNATURE: _____

Address _____

Phone #: _____

Email: _____