

MUNICIPALITY OF ANCHORAGE

PHONE (907) 343-4590

P.O. Box 196650

PURCHASING DEPARTMENT

ANCHORAGE, ALASKA 99519-6650

INVITATION TO BID NO. 2020S004

Issue Date	Time and Date of Opening	Buyer	Buyer Phone Number
11/18/20	3:00 P.M. Local Time, December 8, 2020	Chris Hunter	907-343-4520

ITB No. **2020S004 – Sale and Removal of Surplus Used Tires** on an “As Is, Where Is” basis from the Municipality of Anchorage, Maintenance & Operations - Fleet Services.

Cover Sheet	Page	1
Surplus Special Provisions	Pages	2 - 3
Instructions to Bidders	Page	4
Bidder’s Check List	Page	5
Bid Proposal	Page	6
Specifications	Page	7
Tire List	Page	8
Bill of Sale/Purchase Agreement	Page	9

This ITB is issued pursuant to President Trump’s Covid-19 emergency declaration dated March 13, 2020 and in accordance with Anchorage Assembly AR 2020-85, dated March 12, 2020 as amended by AO 2020-34(S), dated March 24, 2020 and AR 2020-110, dated April 14 and AR 2020-198 dated June 2, 2020 as supplemented by AR No. 2020-268 dated July 28, 2020 and AM 435-2020 dated July 28, 2020 as revised by AR2020-379 (as amended) and AM 616-2020 that extends the Declaration of Civil Emergency until November 30, 2020.

Due to COVID-19, the MOA Purchasing Department is attempting to limit the number of people visiting City Hall while maintaining maximum transparency. Email is preferred at wwpur@muni.org. Fax number is 907-343-4595. Please send follow up email to confirm the that the MOA received your bid, if emailed. Note: the receipt time is the date stamp of when the bid is received in the Purchasing Office wwpur@muni.org mailbox, regardless of when the bid was sent or received by servers at the MOA, so plan accordingly.

Municipality of Anchorage reserves the right to accept or reject bids. Bids shall be submitted to the Purchasing Office prior to time set for opening. Any bids not received by the Purchasing Office prior to that time will not be considered and will be returned. Time of receipt of bids will be as determined by the time stamp in the Purchasing Department, 632 W. 6th Avenue, Suite 520, whether manual or electronic.

This ITB is available electronically (.pdf) at the Municipality of Anchorage, Purchasing Office’s website; <http://www.muni.org/Departments/purchasing/Pages/bidding.aspx>. It is your responsibility to periodically check the website for any addenda.

Questions regarding this solicitation may be submitted in writing. Written questions **shall** be received no later than **4:00 P.M. Alaska Time, November 30, 2020**. Questions shall be submitted by e-mail to wwpur@muni.org. Questions shall include the Buyer’s name, the ITB number, and ITB Title.

Bids shall be submitted on the forms furnished and shall comply with the Special Provisions. If mailed or submitted in person, bids shall be submitted in a **sealed** envelope to the address listed below. No responsibility will attach any officer for the premature opening of, or the failure to open a bid not properly addressed and identified. Your bid shall be received by the Purchasing Officer prior to the date and time shown above or your bid will be rejected.

Municipality of Anchorage
Purchasing Department
632 W. 6th Avenue, Suite 520
Anchorage, AK 99501
Phone: 907-343-4590; Fax: 907-343-4595
Office Hours: 8:00-12:00; 1:00-5:00 M-F
Excluding Municipal Holidays

MUNICIPALITY OF ANCHORAGE

D Spiess

David Spiess
Deputy Purchasing Officer

SURPLUS SPECIAL PROVISIONS

1. Any bid not meeting the requirements of this Invitation to Bid shall be considered non-responsive.
2. **Bids shall be firm for a period of 14 days from date of opening.**
3. The bidder shall acknowledge receipt of any and all addenda issued by the Buyer. Failure to acknowledge Addenda(s) will result in bid being considered non-responsive and bid will not be evaluated.
4. **Facsimile bids will not be accepted.**
5. Each bid shall be submitted on the Buyer form(s) provided. Bids shall be original and manually signed by an authorized bidder representative.
6. The Municipality of Anchorage assumes no responsibility for any interpretations or representations made by any of its officers or agents unless such interpretations or representations are made by addenda to this Invitation to Bid.
7. ****Emailed bids are preferred due to COVID-19 and must be sent to wwpur@muni.org or faxed to 907-343-4595.**

Bids shall be submitted in a sealed envelope and shall include the following, clearly and legibly written on the outside of the envelope:

- a. Bidder's Name (as indicated on Business License), Address, City, State, and Zip Code
 - b. Municipality of Anchorage, Purchasing Department, 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501
 - c. Invitation to Bid #, Invitation to Bid Title and Buyer's Name
8. All bids submitted in accordance with this Invitation to Bid received prior to the date and time stated in the Solicitation (except any which may have been withdrawn in accordance with the specifications) will be publicly opened and read aloud.
 9. Bids shall be received by the Purchasing Department prior to the time and date stated in this Invitation to Bid. The Bidder is solely responsible for assuring their bid is delivered to the Purchasing Officer prior to the date and time set for opening bid. Bids received after the scheduled bid opening date and time will not be considered and held unopened until after award, and then returned to the bidder unless other disposition is requested or agreed to by the bidder. NO responsibility will be attached to any officer for the premature opening of or failure to open a bid not properly addressed and/or identified.
 10. A bidder may withdraw, modify, or correct their bid after they have been deposited with the Purchasing Department. Requests for withdrawal, modification, or correction shall be in writing and received by the agent responsible for opening bids. Requests for withdrawal, modification, or correction shall be received **before** the time set for bid opening. Modified or corrected bids shall be original and manually signed by an authorized bidder representative. Facsimile modifications or corrections **WILL NOT** be accepted. Modified or corrected bids shall be received prior to the date and time set for bid opening. No bidder shall be permitted to withdraw an offer after the time set for bids to be opened.
 11. The office of the Purchasing Officer is located at 632 West 6th Avenue, Suite 520, Anchorage, Alaska 99501, and is open for business from 8 A.M. to 12 noon and 1 P.M. to 5 P.M., Monday through Friday, Excluding Municipal Holidays. Acceptance of special delivery mail is not available Saturday or Sunday. It shall be the responsibility of the bidders to assure that their bid is delivered to the Purchasing Officer prior to time set for opening bids.

Site Visit: **10:00 A.M. Local Time November 30, 2020**
MOA Fleet Services
4551 Fairbanks St.
Anchorage, AK 99503

Bids Opened at: **3:00 P.M. Local Time, December 8, 2020**

Hold Harmless Clause: The contractor shall indemnify, save and hold harmless, and defend the Municipality at the contractor's sole cost and expense against any claim or liability for any injury to any person or persons or damage to any property or any other liability arising or resulting from the use of or relating to any and all items purchased under this Invitation to Bid. The liability assumed by the contractor pursuant to this section shall include but not be limited to all claims brought by any person relating to any and all items purchased under this Invitation to Bid.

If more than one bid is submitted by any one party for the same item, by or in the name of their clerk, partner, or other person, all such bids will be rejected.

INSTRUCTIONS TO BIDDERS

The items listed on Page 6-8, having been declared surplus by the Municipality of Anchorage, and are hereby offered for sale on an "as is, where is" basis to the highest bidder. Highest bidders will submit a Cashier's Check, Certified Check, or Money Order. Personal and/or Business checks are NOT acceptable.

The surplus items will be available for pickup once the full amount of the offered price is received and processed. Bidder has 10 business days from the date notified of award to submit the full amount offered. Payment not received by the tenth business day may deem the bidder as nonresponsive.

Bidders are hereby advised that responsibility for all loading, packing, crating and transportation of material purchased is solely that of the successful bidder, and that no form of assistance and no form of liability assumption in these activities is to be expected of the Municipality of Anchorage.

While every effort was made to accurately describe this used and/or surplus equipment, the Municipality of Anchorage will not be responsible for condition, nomenclature, or quantity (if sold by lot) of materials.

Full payment must be made to the Municipality of Anchorage prior to removal of equipment. Removal of all items must be completed within fifteen (15) days after notification of bid award and full payment.

Failure to comply with this requirement will result in forfeiture of any payment made, and will void all rights of the bidder to equipment or material offered herein.

The Municipality reserves the right to reject any and all bids.

BIDDER'S CHECK LIST

INSTRUCTIONS TO BIDDER

I. GENERAL:

Bidders are advised that, notwithstanding any instructions or implications elsewhere in this Invitation to Bid, only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid time, but prior to award.

Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet shall be justification for rendering the bid non-responsive. Evaluation of bids for responsiveness shall be accomplished in accordance with Anchorage Municipal Code, Title 7.

II. REQUIRED DOCUMENTS FOR BID:

NOTE: "Only the following listed items as marked with an "X" are required to be completely filled out and submitted with the bid."

 X Bid proposal sheet, Page **6** must be manually signed.

 X Erasures or other changes made to the Bid Proposal sheet must be initialed by the person signing the bid.

 X All addenda issued shall be acknowledged in the space provided on the Bid Proposal sheet or by manually signing the Addenda sheet and submitting it prior to the bid opening in accordance with Anchorage Municipal Code 7.20.020C.

BID PROPOSAL

<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Total Price</u>
1	1	Lot	Assorted Tires, Used	\$ _____

Addendum Acknowledgement
Number(s) _____ is/are hereby acknowledged

BASIS OF AWARD

Award will be made to the highest bidder.

By submitting a bid, the bidder acknowledges receipt, has reviewed and has an understanding of all documents listed on the Invitation to Bid Cover Sheet. For purposes of bid evaluation and contract award, in the event of inconsistency between the unit price and extended amount, the unit price will govern.

Authorized Representative Signature

Date

Printed Name

Title

Company Name, if applicable

Phone Number

Mailing Address

Fax Number

City, State, Zip Code

Email Address

Physical Address of Company (if different from above)

City, State, Zip Code

SPECIFICATIONS

Tires are used, have various states of wear, and may be in need of repair from punctures.

Bidders are hereby advised that responsibility for all loading, packing, crating and transportation of tires is solely that of the successful bidder. The Municipality of Anchorage will not provide any form of assistance and assume no form of liability during the process of loading, packing, crating or transporting this trailer.

Full payment must be made to the Municipality of Anchorage prior to removal of equipment.

Removal of all items must be completed within fifteen (15) days after notification of bid award and payment.

LOCATION:

MOA Fleet Services
4551 Fairbanks St.
Anchorage, AK 99503

Approximate Tires, Quantities

QTY	PART NUMBER
23	225-60R16W U
13	225-75R15S U
34	235-55R17S U
10	235-55R17W U
6	E235-85R16S U
9	E245-75R16S U
7	E265-70R17S U
65	E245-75R17S U
4	E225-75R16S U
4	E265-75R16S U
1	E265-70R17W U
1	245-70R17S U
6	225-70R19.5S U
2	275-55R20W U
11	225-60R18W U
76	245-55R18S U
131	225-60R16S U
4	E265-70R17S U
1	275-55R20S U
9	245-55R18S U

BILL OF SALE/PURCHASE AGREEMENT

This Agreement is made between _____, (herein referred to as Buyer) and the Municipality of Anchorage (herein referred to as Seller). This Agreement is for the purpose of transferring Surplus Tires as described in Invitation to Bid (ITB) **2020S004** (hereinafter referred to as Property). This Agreement is effective upon signature by both parties. All terms, conditions, plans, specifications set forth in the referenced ITB are hereby incorporated in and made a part of this Sales Agreement.

PART I. Items to be Transferred and Purchased

DESCRIPTION: Item 1 of ITB 2020S004, **1 Lot of Assorted Used Tires**

PRICE: \$ _____; Seller is not providing any additional parts or inventory.

PART II. Seller's Responsibility

1. Seller, upon receipt of payment and Bill of Sale/Purchase Agreement signed by both parties, shall release its interest in the Property.
2. Seller does not warrant or in any other way represent the condition, fitness for use, serviceability and/or operating function of Property.

PART III. Buyer's Responsibility

1. Buyer shall provide payment in the form of a Cashier's Check, Certified Check, or Money Order and signed copy of the Bill of Sale/Purchase Agreement.
2. Buyer assumes all risk of loss or damage to Property upon physical transfer to Buyer.
3. Buyer hereby releases the Municipality of Anchorage of any and all liability, including, but not limited to, the condition, the fitness of use, the serviceability, and all warranties, express or implied, of Property.
4. Buyer shall indemnify, defend, save and hold Seller harmless from any and all claims, lawsuits, or liability, including attorney's fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property following the transfer and purchase of Property to Buyer.
5. Buyer assumes all responsibility and liability for loading and transporting Property from its current location at MOA Fleet Maintenance, 4551 Fairbanks St., Anchorage, AK 99503.

PART IV. Joint Responsibility

Each part agrees to supply all information and take all actions necessary to effect this transfer in a timely manner.

PART V. Agreement Approved

Approved by:

Approved by:

Ronald S. Hadden, Purchasing Officer
Municipality of Anchorage
Seller

Buyer

Date

Date