STATE OF ALASKA
SALE OF STATE PROPERTY
INVITATION NO. 5-12
ISSUE DATE: July 18th, 2011

TIME & DATE OF OPENING	DELIVER BIDS TO
All BIDS MUST BE PHYSICALLY RECEIVED BY 3:00 PM August 19th, 2011. **Bids will be publicly recorded 8:00am August 22nd, 2011**	**State of Alaska** **Department of Administration** **2400 Viking Dr.** **Anchorage AK, 99501**

***** Sealed bids will be received at 2400 Viking Dr. Anchorage, until 3:00 P.M. August 19th, 2011 for the purchase of State-owned property listed in this brochure.*****

The State of Alaska will sell **AS IS**, **WHERE IS**, to the highest bidder, including but not limited to the following items:

MISCELLANEOUS EQUIPMENT LOCATED STATEWIDE

Inspection: August 2nd, 3rd & 4th, 2011, Beginning at 9:00am until 4:00 PM. Unless otherwise noted.

Payment: CASH, VISA/MASTER CARD OR CERTIFIED BANK CHECKS WILL BE ACCEPTED AS PAYMENT**. NO PERSONAL OR BUSINESS CHECKS FOR AMOUNTS $500.00 OR GREATER.**
Personal/Business Checks Will Not Be Accepted As Payment for Rolling Stock.

RESULTS: ALLOW ONE WEEK FOR RESULTS TO BE FINALIZED.

NOTICE OF AWARDS: MAILED TO EACH SUCCESSFUL BIDDER ON August 26th 2011. ALLOW ADEQUATE TIME FOR MAIL DELIVERY.

Removal: **ALL INVOICE(S) TOTALS MUST BE PAID IN FULL PRIOR TO ANY REMOVAL OF PROPERTY. PROPERTY MUST BE REMOVED NO LATER THAN September 7th, 2011. SUCCESSFUL BIDDERS WHO FAIL TO REMOVE PROPERTY BY THE DATE SPECIFIED MAY BE ASSESSED A STORAGE CHARGE OF $10.00 PER DAY PER LOT OR FORFEIT THE PROPERTY AND MONEY PAID, AT THE STATE'S OPTION. ABSOLUTELY NO PARTIAL PAYMENTS!!!!!!!**
The award winner is personally responsible for the removal of their awarded property.

"The State reserves the right to reject any or all bids. This is a sale with reserve**."** **NO BID OF LESS THAN $5.00 FOR ANY LINE ITEM WILL BE ACCEPTED**. **NO REFUNDS WILL BE MADE DUE TO FAILURE TO INSPECT THE PROPERTY.**
CAUTION: INSPECT THE PROPERTY - BE SURE TO SIGN YOUR BID!

Additional copies of this brochure may be obtained by contacting the Property Management Office, 2400 Viking Drive, Anchorage, Alaska 99501 - Phone: 279-0596, Fax: 278-0352
http://www.state.ak.us/local/akpages/ADMIN/dgs/property/sealedbid.htm

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Jim Jobkar Property Manager

STANDARD TERMS AND CONDITIONS

1. AUTHORITY: This Invitation to Bid is written in accordance with AS 36.30 and 2 AAC 12.

2. FIRM OFFER: For the purpose of award, offers made in accordance with this Invitation must be good and firm for a period of sixty (60) days from the date of bid opening.

3. EXTENSION OF PRICES: In the case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

4. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

5. INSPECTION: Bidders are urged to inspect sale items prior to submitting bids. Property may be available for inspection at the places and times specified in the Invitation, unless otherwise noted. The State will not be obligated to furnish any labor for such purposes. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a bid after opening.

6. CONDITION OF PROPERTY: All property listed herein is offered for sale "as is"/"where is" and without recourse against the State unless otherwise specified in the Invitation. The State makes no guaranty, warranty or representation, expressed or implied, as to quantity, kind, character, quality, weight, size, or description of any of sale property, or its fitness for any use or purpose. Items may or may not be operational. No claim will be considered for allowance or adjustment or for rescission of the sale based upon failure of the property to correspond with the standard expected.

7. CONSIDERATION OF BIDS: The State reserves the right to reject any or all bids, to waive any technical defects in bids, for any one item or group of items in the bid, as may be in the best interest of the State. Unless otherwise specified, bids may be submitted on the basis of the unit specified in the Invitation, and bids may be submitted on any or all items.

8. BID GUARANTEE: The successful bidder agrees to pay to the State the purchase price of the property in accordance with the bid if accepted. If a bid deposit is required it must accompany the bid. Failure to include the required deposit may result in bid rejection. In the event of default by the bidder or failure to comply with all terms and conditions of this agreement, the bidders deposit may be applied to a loss, cost, or expense incurred by the State. Deposits accompanying bids, which are not accepted, will be returned. Deposits of successful bidders may be applied against the contract price, upon completion of the contract any excess of the deposit will be returned.

9. PAYMENT: ALL INVOICE(S) TOTALS MUST BE PAID IN FULL PRIOR TO ANY REMOVAL OF PROPERTY. PROPERTY MUST BE REMOVED NO LATER THAN September 7th, 2011. Payment shall be made by cash, Credit Card (Visa/MasterCard Only), certified bank check made payable to the State of Alaska. Personal checks may be accepted if specified. **Personal/Business Checks Will Not Be Accepted As Payment for Rolling Stock. (I.E. Trucks, Trailers, Cars, Tractors, ATV's, Snow machines).** Payment of full purchase price must be made before the date set for removal. If the successful bidder fails to make full and final payment the State reserves the right, upon written notice to the successful bidder, to sell or otherwise dispose of any or all such property in the State's possession and to charge the loss, if any, to the defaulting bidder. ABSOLUTELY NO PARTIAL PAYMENTS!!!

10. DISHONORED CHECKS: All checks returned dishonored are subject to collection and prosecution action in accordance with AS 09.68.115. Fees of not less than $30.00 will be assessed on the maker of any dishonored check. Failure to provide redemptive action for any dishonored check may be grounds for suspension and/or debarment in accordance with AS 36.30.650.

11. TITLE: Title to the items of property sold shall transfer to the successful bidder when full and final payment is made. Motor vehicles and motor-propelled or motor-drawn equipment requiring licensing, certificate of release (or a State certificate of title, if such a certificate of title has been issued to the State), will be furnished. A $40.00 fee will be charged for any title research and/or lost titles.

12. ACCEPTANCE AND REMOVAL OF PROPERTY: The successful bidder may take possession of the property upon receipt of payment in full. Property shall be removed at the successful bidder expense. The successful bidder shall reimburse the State for any damage to State property resulting from removal. If the successful bidder fails to remove the property within the time specified the State may, at its option, charge the successful bidder and collect upon demand any reasonable storage charges or take possession of the property and offer it for resale or otherwise dispose of the property as the State deems necessary. **The award winner is personally responsible for the removal and payment to the state of their awarded property**. Any resale or other disposal effort

STANDARD TERMS AND CONDITIONS

accomplished under this default action is without recourse by the first successful bidder.

13. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT: A material variation discrepancy between specified quantity or weight may be adjusted on the basis of the unit price quoted. Adjustments require the written approval of the Property Disposal Officer. No adjustments will be authorized on lot bids.

14. RISK OF LOSS: The State will assume responsibility for the care and protection of property prior to the sale. After award has been made to the successful bidder but prior to removal, the State will exercise reasonable care for the protection of the property, however, all risk of loss, damage, or destruction from any cause whatsoever shall be assumed by the successful bidder.

15. LIMITATION ON STATE'S LIABILITY: In any case where liability of the State to the successful bidder has been established, the extreme measure of the State's liability shall not, in any event, exceed refund of the purchase price.

16. VERBAL MODIFICATIONS: Oral statements by any representative of the State, modifying or changing any conditions of this contract are an expression of opinion only and do not alter the terms and conditions of this agreement.

17. CONFLICT OF INTEREST: An employee or contractor of the owning or disposing agency may not directly or indirectly purchase or submit a bid with another person to purchase surplus supplies or equipment if the employee or contractor is, or has been, directly or indirectly involved in the disposal, maintenance, or preparation for sale of the surplus items.

18. ASSIGNMENT(S): Assignment of rights of a bid award is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services.

19. LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

20. DISPUTES: Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order and any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in District or Superior Court for the Third Judicial District of Alaska.

21. LOWEST ACCEPTABLE BIDS: Items specifying a "**minimum bid**" may be posted on the sale listing. If a bid received does not meet or exceed the lowest acceptable bid dollar amount specified for the item, the sale of that item will be postponed until a later date or may be sold pursuant to Paragraph 22.

22. POST-SALE OFFERS: If the sale of an item is postponed under Paragraph 21, the State may, at its option, accept the highest submitted bid, although the bid may not have met the "minimum bid" amount. The State is not obligated to consider or accept an offer made under this section but may, at its option, negotiate a sale based upon such an offer.

23. DEFAULT & DEBARMENT: Failure to comply with the Standard Terms and Condition or and Special Terms of this or any sale may result in the bidder being placed in default. A bidder who is placed in default will have a maximum of five (5) days in which to cure the default. Failure to take corrective action to avoid this forfeiture action may result in you being suspension and/or debarred from bidding on future surplus property sales.

24. HOLD HARMLESS: The successful bidder shall indemnify, save harmless, and defend the State, its officers, agents and employees, from liability of any nature or kind, including costs and expenses for or on account of any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any act performed by the successful bidder of the successful bidder’s agents and employees pursuant to this invitation for bids; the successful bidder shall also assume all insurable risks and bear any loss or injury to property or persons occasioned by neglect or accident during the tenure of this contract, excepting only sole negligence of the State.

INSTRUCTIONS TO BIDDERS

Sale No: 5-12

1. BID FORMS: Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted provided it has an original signature. Bids may be faxed to 907-278-0352 only.

2. SUBMITTING BIDS**:** Bids are to be submitted to **2400 Viking Dr. Anchorage AK, 99501** no later than 3PM on August 19th, 2011. Enter the sale number on the front of the envelope. Sale 5-12.
***** Note – Each Individual is responsible for payment on ALL items they are awarded!*****

3. Bids should be filled out in ink or typewriter and **MUST BE NEATLY WRITTEN.**

4. Return only the bid summary.

5. If requested, a planned schedule for removal must accompany bids for any structural facility (buildings) and trailer homes, regardless of condition. A clean-up deposit may be required.

6. Check the block indicating whether or not you are a State employee (or relative) and eligible to bid. **FAILURE TO CHECK THE APPROPRIATE BLOCK MAY DISQUALIFY YOUR BID**. If you are a State employee (or immediate relative) it is your responsibility to verify your eligibility through your (or your relative's) Department. By your signature on the bid summary, you are confirming that you are eligible to bid on the items selected.

7. Be sure that your address and signature are entered on the Bid Summary Form in the blocks provided. **UNSIGNED BIDS CAN NOT BE ACCEPTED.**

NOTE: A Notice of Award will be sent to each successful bidder. Unsuccessful bidders will not be notified. The listing of successful bidders will not be available for release until the fifth (5th) working day following bid opening, and will be available at the following website:
http://www.state.ak.us/local/akpages/ADMIN/dgs/property/sealedbid.htm
Do not send a self addressed envelope for bid results/winners, they are posted on the above web site for you to view.

Late bids, Unsigned bids and ILLEGIBLE bids will be considered non-responsive and will not be accepted!!

PLEASE DO NOT CALL US FOR BID RESULTS! SUCCESSFUL BIDDERS WILL BE NOTIFIED IN WRITING WITH A NOTICE OF AWARD.

DON'T MISS OUR Fall ANCHORAGE AUCTION

State of Alaska Surplus Auction

September 28th, 2011 10:00 AM
2400 Viking Dr. Anch, AK

Public inspection and Registration: Sept 26th and 27th 9:00 AM to 4:00 PM. Vehicle start-up is 9:00 AM to 10:00 AM Sept. 28th. Items May Include: Crane, Dozers, Cars, Trucks, Boats, Welders, Generators, Office Furnishings, Computers, Desks, Airport Lost and Found And Much, Much More!

SALE 5-12
BID SUMMARY FORM

NOTE: "**Lot No"**. Is the sale catalog listing number. **DO NOT enter serial number, vehicle number, etc**.
If more space is needed, PLEASE COPY THIS FORM.

EXAMPLE: **YOU WISH TO BID $800.00 ON Lot 13**: ↓

Lot No.	**Amount Bid**	Lot No.	Amount Bid	Lot No.	Amount Bid
13	**$800.00**				

FILL-IN THE ITEM NUMBER AND AMOUNT BID HERE

"ILLEGIBLE bids will be considered non-responsive and will not be accepted!!"

Lot No	Amount Bid	Lot No.	Amount Bid	Lot No.	Amount Bid

In compliance with the above invitation, and subject to all the Standard Sale Terms and Conditions and any special conditions, the undersigned offers and agrees to purchase all of the items described here for the prices quoted above opposite each item number, if this bid is accepted after the date of the opening.

NAME OF BIDDER (**Please type or print**): _____

STREET ADDRESS or PO BOX: _____

City, State, Zip:_____

Telephone (Daytime): _____ Fax Number: _____

Yes No N/A

☐ ☐ ☐ **If I am a State employee/contractor or immediate relative, I have verified my eligibility to bid on the above items**.

☐ ☐ **My representative or I have inspected the property listed above**.

By signature on the Bid Summary Form, the bidder certifies that the price offered is in accordance with the Standard Sale Terms and Conditions as specified in this invitation. I understand that if any bid made herein is accepted by the State, a valid contract is formed and I am obligated to pay for each item awarded and remove the item by the dates specified herein.
The award winner is personally responsible for the removal of their awarded property.

_____ _____
Signature of Person Authorized to Sign this Bid **Title (If Bidder represents a company)**

****Note: Illegible and/or unsigned bids are considered Non-Responsive and will not be accepted ****

STATE OF ALASKA
DIVISION OF GENERAL SERVICES
PROPERTY MANAGEMENT SECTION
2400 VIKING DRIVE
ANCHORAGE, AK 99501

PRESORTED STANDARD
U.S. POSTAGE PAID
PERMIT N0. 524
Anchorage, AK

Sealed Bid Sale # 5-12