



Northwest Arctic Borough

163 Lagoon Street
P.O. Box 1110 Kotzebue, Alaska 99752
(907) 442-2500 Fax (907) 442-2930
www.nwabor.org

SECTION I – NOTICE OF PUBLIC SEALED BID AUCTION FOR SURPLUS PROPERTY

Pursuant to NABC 2.56.010(D), sealed bids will be received by the Northwest Arctic Borough for the following surplus property:

Blue 2012 4WD Ford Explorer
Mileage: 33,733
VIN: 1FM5K8B88DGA33662

Sealed bids must be received by the Borough Clerk, P.O. Box 1110, Kotzebue, Alaska 99752 or at the Borough office located at 163 Lagoon Street, Kotzebue, Alaska 99752, by 9 a.m., local time on September 30, 2019. Bids may also be emailed to satoruk@nwabor.org

Bid opening date: September 30, 2019 at 10 a.m. local time.
Bid opening location: Northwest Arctic Borough Assembly Chambers, 163 Lagoon Street, Kotzebue, Alaska 99752

Property viewing by appointment only

Details are in the bidder's package, which may be obtained from the office of the Borough by mail, email, at www.nwabor.org, in person at the Borough offices, or by calling (907) 442-2500, ext. 224. Questions about this bid may be directed to Nate Kotch, Director of Public Services, at nkotch@nwabor.org or (907) 442-8224.

This Notice does not commit the Borough to execute a bill of sale for the property. The Borough reserves the right in its sole discretion: to make selections, to reject any or all bids, to issue subsequent notices of auction, to remedy technical errors in the bid process, and to execute a bill of sale for the property described above.

SECTION II – INSTRUCTIONS TO BIDDERS

Surplus Property Offered for Sale by Public Sealed Bid: The Northwest Arctic Borough is offering for sale a Blue 2012 4WD Ford Explorer, with mileage of 33,733; VIN: 1FM5K8B88DGA33662. The surplus property is offered for sale in “AS IS, WHERE IS, AND WITH ALL FAULTS” condition. It is the responsibility of each bidder to inspect and examine the condition of the property. The provided descriptions of the property are to be used for identification purposes only and are not to be considered a warranty of any kind. The Borough provides no warranties, representations, or guarantees regarding the condition or suitability of the property, implied or otherwise, and none attach to the property or sale.

Bid Format: Bid must be submitted on the form provided in Section III. No oral, telephone, or facsimile bids will be accepted. See Bid Submission below.

Signature on Bid: All bids must be signed. A signature on a bid certifies that the bid is made without collusion with any person, firm, or corporation making a bid for the same goods and is in all respects fair and without collusion or fraud. A signature on a bid also certifies that the bidder has read and fully understands all bid specifications, terms, and conditions.

Bid Submission: Hard copy sealed bids must be received and time-stamped by the Borough Clerk prior to bid closing time at 9 a.m., local time on September 30, 2019. No bid received after bid closing time will be considered. To ensure proper identification and handling, all bids must be submitted in a sealed envelope, clearly labeled “Surplus Property Public Sealed Bid FY20-01.” The Borough Clerk will not be responsible for the proper identification and handling of any bid not submitted in an envelope bearing the required label.

Submit to:
Borough Clerk
Northwest Arctic Borough
P. O. Box 1110
163 Lagoon Street
Kotzebue, AK 99752

Bids may also be emailed to satoruk@nwabor.org by the deadline. The Borough is not responsible for delay or errors in email receipt.

Bid Modification: Modifications or deletions made before submitting a bid must be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing before the time and date set for bid closing. Any modifications shall be signed and state that the new document supersedes or modifies the prior bid. Modifications must be submitted in a sealed envelope clearly marked “Bid Modification,” and identify the bid number and closing date.

Bid Withdrawals: Bids may be withdrawn in writing received by the Borough Clerk prior to bid closing time. Bids may also be withdrawn in person before bid closing time upon presentation of appropriate identification.

Bid Opening: Bids will be opened at 10 a.m. on Monday, September 30, 2019, in the Northwest Arctic Borough Assembly Chambers, 163 Lagoon Street, Kotzebue, Alaska 99752. Bidders may be present; however, sale decisions will not be made at the opening.

Bid Evaluation: The highest bidder, in the discretion of the Borough, will be the successful bidder. The final acceptance of the bid is not binding upon the Borough until the successful bidder is notified, the Borough receives full payment for the property, and the Borough executes a final Bill of Sale.

Tie Bids: If two or more bidders offer the same price, the Borough may break the tie with the flip of a coin.

Minimum Bid: The minimum amount the Borough will accept is \$4,000.00.

Bid Rejection: The Borough reserves the right to reject any or all bids.

Payment: Once the successful bidder receives notification of the acceptance of its bid, the bidder has ten business days to submit full payment to the Borough. Payment may be made in cash, by bank draft, or cashier's check. Personal checks will not be accepted. Payment must be received before the Borough will transfer the property to the successful bidder. The successful bidder is responsible for the payment of all costs associated with the purchase and conveyance of the property, including transfer costs and fees.

Bid Results: Only a successful bidder will be notified of bid results; unsuccessful bidders will not be notified. Bid files are public records and available for review at the Borough Clerk's office between 9 - 11 a.m. and 2 - 4 p.m. Monday through Friday.

Equal Opportunity: Bidders will receive fair and equitable consideration without regard to race, color, religion, sex, age, national origin, or handicap.

Contact: Direct questions to Nate Kotch, Director of Public Services, at nkotch@nwabor.org or (907) 442-8224.

SECTION III - BID FORM

I, the undersigned, submit the following bid for the following surplus property of the Northwest Arctic Borough: a Blue 2012 4WD Ford Explorer, with mileage of 33,733; VIN: 1FM5K8B88DGA33662. Bidder acknowledges property is being offered for sale "AS IS, WHERE IS, AND WITH ALL FAULTS" and the Borough provides no warranties, representations, or guarantees regarding the condition or suitability of the property for any purpose, implied or otherwise.

Bidder acknowledges if its bid is accepted by the Borough, the Borough will execute a Bill of Sale substantially in the form as shown in Section IV. Bidder will submit full payment to the Borough within ten business days of receipt of notice of acceptance. Bidder agrees to pay all costs associated with the purchase and conveyance of property. If bidder fails to complete the purchase, the Borough may accept the next highest bid. Bidder acknowledges that the Borough may reject any or all bids for any reason.

Bidder's Signature: _____

Bidder's Printed
Name/Title (if any): _____

Company Name (if any): _____

Address: _____

Phone: _____

Fax Number: _____

Email Address: _____

Bid Amount: _____

MUST BE AT LEAST \$4,000.00

SECTION IV – BILL OF SALE

This Bill of Sale is executed and delivered to be effective as of _____, 2019 (the “Effective Date”), by the Northwest Arctic Borough, an Alaska municipal corporation (“Seller”), to and in favor of _____ (the “Buyer”).

1. Sale of Vehicle. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, conveys and delivers to Buyer all of Seller’s right, title, and interest in and to the following vehicle: Blue 2012 4WD Ford Explorer; VIN: 1FM5K8B88DGA33662 (the “Vehicle”).

2. No Representations and Warranties. Seller has not made and does not make any express or implied warranty or representation of any kind whatsoever with respect to the Vehicle, including, but not limited to: merchantability of the Vehicle or its fitness for any particular purpose; the design or condition of the Vehicle; the quality or capacity of the Vehicle; workmanship or compliance of the Vehicle with the requirements of any law, rule, specification, or contract pertaining thereto; patent or latent defects. Buyer accepts the Vehicle on an “AS IS, WHERE IS” basis, and “WITH ALL FAULTS.”

3. Further Assurances. Seller shall cooperate as necessary to transfer title to the Vehicle and shall execute and deliver, at any time hereafter, any other instrument not otherwise inconsistent with this Bill of Sale which may be reasonably requested by Buyer to evidence the transfer of title of the Vehicle from Seller to Buyer.

SELLER:

NORTHWEST ARCTIC BOROUGH

By: _____

Its: _____