



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

**Sealed Bid Sale
Car / Passenger Ferry
M/V TAKU**

PUBLISHED DATE: JUNE 19, 2017

SEALED BID SALE No.: 2518S002

SEALED BID DUE: 3:00 PM, JULY 7, 2017

Invitation for Sealed Bids

NOTICE IS HEREBY GIVEN that the State of Alaska, Department of Transportation and Public Facilities (the Department) has concluded that the M/V TAKU is excess to its present and future transportation needs. Consequently, the Department is exercising its authority under AS 19.05.040(8) to dispose of this property.

This is a Sealed Bid Sale for the purchase of the M/V Taku described in the attached Vessel Specifications, Vessel History and Condition Report, GA Set Drawings, and Deck Plans.

The M/V Taku will be sold by the Department "AS IS, WHERE IS".

The Department has established a reserve price for this sealed bid sale. This value is not being disclosed to interested parties during this advertisement. The value will be announced at the sealed bid opening. The Department will sell the M/V Taku to highest bidder at or above the reserve price. The Department reserves the right through this notice to negotiate with the highest bidder if, the Department does not receive any bids at or above the reserve price.

The Sealed Bid Opening will occur at the date, time and place as follows:

Date/Time: July 7, 2017, 3:00 p.m. Alaska Time

Location: Alaska Dept. of Transportation & Public Facilities
Conference Room 325
3132 Channel Drive, Juneau, Alaska

Interested parties must register with the Contracts Office.

The Contracts Officer will provide interested parties with additional contact information to enable visit to and inspection of the vessel.

Contracts Office contact information:

John C. Wynne, Procurement Officer
(907) 465-8878
John.wynne@alaska.gov

Instructions to Bidders

1. Additional Information

The Department, at the address given in this Invitation for Sealed Bids, will, upon request, provide additional information concerning the vessel offered to facilitate preparation of bids.

2. Submittal of Sealed Bids

The outside of the envelope containing the sealed bid must be marked: Sealed Bid Sale No. 2518S002

3. Bid Form

Each prospective bidder must complete and execute the bid form attached in this Invitation for Sealed Bids, furnishing all requested information. The Department will reject an incomplete bid proposal. Bids shall be filled out legibly with all strikeovers and corrections initialed by the person signing the bid and the bid must be manually signed.

Neglect or inadvertence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid.

4. Bid Deposit

Each bidder must submit a Bid Deposit in the amount of \$5,000, along with a self-addressed envelope for the return of the unsuccessful bidders Bid Deposit. A Bid Deposit must accompany each bid submitted. All Bid Deposits must be in the form of a certified check or cashier's check payable to the order of the "State of Alaska, Department of Transportation & Public Facilities". Failure to so provide such bid deposit will result in rejection of the bid.

Upon acceptance of a bid, the Department will apply the bid deposit of the successful bidder toward the purchase price of the vessel.

The Department will return the bid deposit of all unsuccessful bidders within 10 days of identifying the successful bidder.

5. Relocation Plan

As a condition of award, the apparent successful bidder must promptly provide the Department with a written plan for relocating the vessel from its current location to the bidder's proposed location. If, in its discretion, the Department concludes that the plan does not provide for timely or safe vessel relocation, it may reject the bid. The Department's plan review is solely for its own purpose. It does not constitute an assumption of responsibility by the Department to the bidder or others; nor does it relieve the bidder from determining to its own satisfaction that the plan is adequate.

6. Notice of Acceptance or Rejection

Effective notice of bid acceptance occurs as soon as the Department transmits written notice of acceptance to the selected high bidder or its duly authorized representative at the address indicated in the bid documents. The Department's processing of a bid deposit shall not, in itself, constitute acceptance of the bidders offer.

The Department reserves the right to reject any or all bids or portions thereof. Effective notice of bid rejection occurs as soon as the Department places a bid deposit in the self-addressed envelope furnished by the rejected or unsuccessful bidder and deposits the envelope in the custody of the U.S. Postal Service.

7. Binding Effect

By submitting a bid, the bidder conclusively acknowledges that it has done so with full knowledge of all terms, conditions, and requirements contained in this Invitation for Sealed Bids.

8. Waiver of Information or Irregularities

The Department may, at its discretion, waive any minor informality or irregularity in bids received.

General Terms of Sale

1. Terms – “Invitation for Sealed Bids”

The term “Invitation for Sealed Bids” as used herein refers to the foregoing Invitation for Sealed Bids, and its schedule; the Instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Terms of Sale, and Bid Form all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Sealed Bids for the opening of bids.

2. Descriptions in Invitation for Sealed Bids

The description of the vessel set forth in the Invitation for Sealed Bids and any other Information provided therein with respect to said vessel are based on information available to the Department and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other state agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

3. Inspection

Bidders are invited, urged, and cautioned to inspect the vessel to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the vessel offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

4. Condition of Vessel

The vessel is offered for sale and will be sold “AS IS” and “WHERE IS” without representation, warranty, or guaranty as to quality, character, condition, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the sale.

5. Contract

The Invitation for Sealed Bids, and the bid when accepted by the Department, shall constitute an agreement for sale between the successful bidder and the Department. The Parties will further memorialize this contract with a Purchase & Sale Agreement following bid acceptance. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest

therein, be transferred or assigned by the successful bidder without consent of the Department, and any assignment transaction without such consent shall be void.

6. Payment

The successful bidder must pay the Department the full balance of the purchase price either by certified check or cashier's check.

7. Choice of Law; Jurisdiction; Costs & Attorney Fees

This Agreement is governed by the laws of the State of Alaska. Claims arising in connection with this Invitation to Bid are governed by the Alaska Procurement Code, AS 36.30.005 et seq. In the event an issue arising in connection with the Department's disposal of the vessel does not fall within the scope of the Procurement Code, then that issue shall be litigated in superior court in Juneau, Alaska, to the exclusion of courts of all other states or countries. The Parties acknowledge that if they engage in litigation in connection with this Agreement, the non-prevailing party shall pay the costs and actual, reasonable attorney fees incurred by the prevailing party.

Attachments

- Appendix A Items not included in the vessel sale
- Sealed Bid Sale – Bid Submittal Form

APPENDIX A

Items Not Included In the Vessel Sale

The following are the property of Ward Cove Industries, the contractor responsible for the long term lay-up of the M/V Taku, and are not included in Sealed Bid Sale #2518S002:

- The gangway.
- All vessel mooring lines.
- All vessel shore power lines.
- All portable heaters current onboard the vessel.
- All portable dehumidifiers currently onboard the vessel.
- Any porta pottie that may be located on the deck of the vessel.
- One 2 ½' fire hose currently connected to the vessel external fire hose connection.
- Any camera or video surveillance equipment that the contractor has located on the vessel to monitor access via the gangway.
- Any phone line or wireless devices that may be connected to the vessel by the contractor for the purpose of monitoring the fire and bilge alarm systems.



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AND PUBLIC FACILITIES

**Sealed Bid Form
Car / Passenger Ferry
M/V TAKU**

PUBLISHED DATE: JUNE 19, 2017

SEALED BID SALE No.: 2518S002

BID RECEIVED DATE: _____

BID RECEIVED TIME: _____

BID RECEIVED BY: _____

****STATE USE ONLY****

Submit this bid form to:
STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
CONTRACTS OFFICE
(PO Box 112500)
3132 Channel Drive, Room 300
Juneau Alaska, 99811-2500

This offer is subject to the procedures, terms and conditions of the Invitation for Sealed Bids which is incorporated herein by reference. The undersigned bidder hereby offers and agrees if this bid is accepted within 30 calendar days after the bid opening date, the Bidder agrees to purchase, and the Department agrees to sell, all right, title and interest to and in the M/V Taku on the terms and conditions set forth in this Invitation for Sealed Bids.

This bid shall be deemed to be a continuing offer after the date of bid opening for 90 calendar days, unless the bid is accepted or rejected by the Department before the expiration of the 90 calendar days. If the Department desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

Bid Amount \$ _____

Bid Deposit: \$5,000.00

I have read the above Invitation for Sealed Bids, and by my signature below, do agree to comply with said conditions and instructions of this sealed bid sale.

Bidder is: Individual Partnership Trustee Corporation

Bidder's Signature: _____

Date: _____

Bidders Name: _____

Company Name: _____

Address: _____

Phone Number: _____

Email: _____

RETURN THE FOLLOWING ITEMS WITH THIS COMPLETED BID FORM TO THE ADDRESS ABOVE:

1. Bid Deposit (Per Instruction to Bidders #4)
2. Relocation Plan (Per Instruction to bidders #5)
3. Self-addressed Envelope (Per Instructions to Bidders #6)