



TAGIUGMIULLU NUNAMIULLU HOUSING AUTHORITY

P.O. Box 409 · Utqiagvik, Alaska 99723
(907) 852-7150 · www.tnha.info

TNHA Sealed Bid Sale: 917 Aquvluk Street Atqasuk, Alaska

TNHA will accept separate bids on one (1) three (3) bedroom one (1) bathroom unit in Atqasuk, Alaska

Bids are due 3:00 PM October 30, 2020

Lot 6 Block 2, Atqasuk Townsite, Addition No. 2 as described within Plat 83-4, June 15, 1983. In the records of the Barrow Recording District, Second Judicial District, State of Alaska.

\$80,400.00



Download a bid packet at tnha.info or email Linda Barr at Linda.Barr@TNHA.net.

Thank, You,

Linda Barr

Linda Barr | Program Supervisor
Tagiugmiullu Nunamiullu Housing Authority
Linda.barr@tnha.net | www.tnha.info



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INVITATION TO BID

SALE OF RESIDENTIAL PROPERTY

Tagiugmiullu Nunamiullu Housing Authority (TNHA) will accept sealed bids for the sale of the following real property:

Sealed bids will be accepted at the address below until 3:00 PM, local time on _____. At that time all bids will be publicly opened and read. Bids received after the designated time will only be considered under the provisions of the “Late Submissions, Modifications, and Withdrawals” section and may be considered non-responsive and returned unopened.

The purchase will include the structure and land. The unit is being sold **"as is" without warranty of any kind, whether express or implied.**

The minimum bid to purchase this property is \$_____.

DISCLAIMER AND RESERVATION. This invitation is not a contract. TNHA intends to offer a sales contract to the highest responsive bidder. However, TNHA is not obligated to sell the units identified for disposal through this invitation to bid, nor to pay any costs incurred by parties participating in the submission or preparation of bids. TNHA reserves the right to: 1) reject any and all offers; 2) reject any and all parties whom it has determined do not meet the qualification requirements or do not possess the financial ability to fulfill terms; 3) reject any and all bids that do not comply with the requirements of the Invitation to Bid; 4) accept any offer without further discussion; 5) waive any informality in the offers received; 6) accept that offer which will be in the best interest of the TNHA and 7) withdraw any unit from this offering at any time for any reason.

Bids must be submitted on forms provided by TNHA and include any documents required as outlined in the bid package. A bid package may be obtained from:

Tagiugmiullu Nunamiullu Housing Authority

P.O. Box 409

Barrow, Alaska 99723

(907) 852-7150 or linda.barr@tnha.net

Attn: Linda Barr

TNHA will provide (1) bid package per bidder. Additional copies may be purchased for a non-refundable fee of \$10.00 each payable to TNHA. If requested, bid documents will be mailed (Priority Mail) upon receipt of a check or money for postage and handling. Make checks payable to **Tagiugmiullu Nunamiullu Housing Authority, P.O. Box 409, Barrow, Alaska 99723.**

Sealed bids shall be sent by U.S. mail to the above address or hand-delivered to the offices of Tagiugmiullu Nunamiullu Housing Authority at 1634 Okpik Street, P.O. Box 409 in Barrow, Alaska. All bids must be received by 3:00 PM, local time on _____.

For the convenience and review of the Bidders, documents will be on file at the following locations:

Tagiugmiullu Nunamiullu Housing Authority

1634 Okpik Street

Barrow, Alaska 99723

(907) 852-7150

Interested bidders are not authorized to enter the Property or surrounding premises. The property may be inspected ONLY by scheduling an appointment with TNHA during normal working hours, Monday through Friday from 8:30 AM to 5:00 PM.

A Bid Deposit in the form of a certified check or Money Order in the amount of 1% of the bid amount, payable to TNHA, shall be submitted with each bid. Bid Deposits will be returned within 10 business days to unsuccessful bidders. TNHA will retain the Bid Deposits of the successful bidder and, at TNHA's option, up to two back-up bidders. **The Bid Deposit of the successful bidder will be retained by TNHA as a nonrefundable deposit, and only if title is transferred shall the Bid Deposit be credited to the sales price. Should the bidder be unable to complete the terms of the sale, TNHA will retain the Bid Deposit.**

In accordance with TNHA Rental Stock Sales Program policy, eligible bidders are: (1) individual residents of the Borough who are at least 18 years of age; (2) lawfully organized business, public, or nonprofit entities which intend to use the property for residential purposes or for community purposes acceptable to TNHA.

Instructions to Bidders

TNHA Rental Stock Sales Program

1. Eligibility Requirements

Bidders must be:

- a) Residents of the Borough at least 18 years of age; or
- b) An individual or lawfully organized business, public, or nonprofit entity who will use the property for residential purposes or for community purposes acceptable to TNHA.

2. Bid Preparation and Submission

2.1 Bidders are expected to examine the property by making an appointment with TNHA, and to examine all relevant documents, zoning restrictions, boundary information, plats, instructions, and other information. Failure to do so will be at the bidders' risk. TNHA assumes no liability for undisclosed information, including matters which would have been disclosed by inspection of the property or by public records review.

2.2 All bids must be submitted on the forms provided by TNHA. Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet that requires information from the bidder. The person signing the bid must initial erasures or other changes. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

2.3 The minimum bid for each parcel/unit is disclosed on the parcel/unit listing of this Invitation to Bid. A minimum bid has been established for each parcel.

2.4 All bid documents shall be sealed in an envelope, which shall be clearly marked with the words "Bid Documents for _____" the bidder's name, and the date and time for receipt of bids.

2.5 Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

2.6 Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

2.7 If a bidder offers to purchase more than one parcel, separate offers must be submitted for each parcel in properly marked and separate envelopes. A bid deposit must be submitted for each property being bid.

3. Explanations and Interpretations to Prospective Bidders

3.1 Any prospective bidder desiring an explanation or interpretation of the solicitation must request information at least 7 days before the scheduled time for bid opening. Requests must be submitted in writing. The only oral clarifications that will be provided will be those clearly related to bidding or matters which will promote compliance with bid procedures. No other oral explanation or interpretation will be provided and no information obtained through other channels will bind TNHA. All written clarifications given to prospective bidders and any amendments will be posted on the TNHA bulletin board prior to bid opening. All bidders are required to review the posting prior to bid.

3.2 Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

4. Amendments to Invitations for Bids

4.1 If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.

4.2 Amendments will be posted at the offices of TNHA at least 7 days before bid opening.

4.3 As a condition of submitting an eligible bid for consideration, bidders shall acknowledge review of any amendment posted for this solicitation. Bids that fail to acknowledge the bidder's receipt of any amendment may be rejected. Following opening of bids, TNHA may require the bidder to sign an acknowledgement of all clarifications and/or amendments as a condition of accepting the bidder's bid.

5. Responsibility of Prospective Buyer. TNHA Rental Stock Sales Program is established to provide for the market based sale and disposition of single-family rental houses transferred to or managed by TNHA.

5.1 TNHA will award the sale only to responsible prospective buyers who have the ability to complete the terms and conditions of the proposed sale. In determining the responsibility of a buyer, TNHA will consider whether:

- i. the bidder meets the Eligibility Requirements; and
- ii. all documents have been submitted in accordance with this Invitation to Bid.

5.2 Before a bid is considered for award, the bidder may be requested to submit a statement or other documentation regarding any of the items in paragraph (1) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsive and ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Bids

Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it –

6.1 Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

6.2 Was sent by mail and it is determined by TNHA that the late receipt was due solely to mishandling by TNHA after receipt at TNHA office; or

6.3 Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "Working days" excludes weekends and observed holidays.

6.4 Any modification or withdrawal of a bid is subject to the same conditions as in paragraph 6.1 of this provision.

6.5 The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

6.6 The only acceptable evidence to establish the time of receipt at TNHA is the time/date stamp of TNHA on the proposal wrapper or other documentary evidence of receipt maintained by TNHA.

6.7 The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph 6.5 of this provision.

6.8 Notwithstanding 6.1 of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to TNHA will be considered at any time it is received and may be accepted.

6.9 Bids may be withdrawn by written notice, or if authorized by this solicitation, by electronic mail or facsimile machine transmission received at any time before the exact time set

for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

7. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening is specified in Invitation to Bid. Bidders and other interested persons may be present. TNHA reserves the right to delay bid opening up to 7 business days, or to extend the deadline for receiving bids for up to 30 days, at its sole option and discretion.

8. Protests

8.1 A bidder may protest the rejection of its bid by submitting a written protest, signed by the bidder and containing a clear statement of the alleged grounds.

8.2 Protests shall be addressed to TNHA's CEO and delivered to the TNHA offices. The protesting bidder is responsible for obtaining written acknowledgement of the date and time of receipt.

8.3 The deadline for any protest is the 5th calendar day after the deadline for submission of bids. If the 5th day falls on a weekend or state recognized holiday, the deadline is the next business day.

9. Bid Deposit

9.1 All bids must be accompanied by a Bid Deposit, which shall be one percent (1%) of the amount of the bid. For multiple bids from one party, the bid guarantee submitted shall equal one percent (1%) of the total amount of all offers.

9.2 The bid guarantee may be a certified check, U.S Postal Service Money Order, bank draft, or irrevocable Letter of Credit.

9.3 Certified checks, money orders or bank drafts must be made payable to the order of TNHA.

9.4 The Bid Deposit insures the bidder's execution of the sale contract offered by TNHA to the successful bidder. Failure to submit a Bid Deposit with the bid shall result in the rejection of the bid. The Bid Deposit will be credited toward the Earnest Money to be paid as part of the sale contract.

9.5 Bid Deposits submitted by unsuccessful bidders will be returned within 10 business days after bid opening, except TNHA may retain two back-up bidder's Bid Deposits for up to 60 days.

10. Sale of Property

10.1 TNHA will evaluate bids in response to this solicitation without discussions. A sale agreement will be offered to the responsible bidder whose bid conforms to the solicitation, and is deemed most advantageous to TNHA considering the price and eligibility factors specified in the solicitation. TNHA reserves the right to offer the sale agreement to a nonprofit or public entity whose use of the property will fulfill community or low-income residential purposes, even if such entity's bid is not the highest responsive bid.

10.2 TNHA may retain up to two back-up bids on any parcel receiving more than one bid. Back-up bids shall be held by TNHA for up to 60 days following the date of bid opening. In the event a successful bidder fails to execute the purchase agreement or withdraws from the purchase, that bidder's bid will be cancelled by TNHA. The next highest back-up bidder will be notified in the same manner as the initial bidder and will be offered a sales contract. This process may continue until such time as TNHA has obtained a satisfactory purchase agreement or no back-up bids remain. Once TNHA determines the successful bidder and two back-up bidders, TNHA will refund all deposits from unsuccessful bids for that parcel. TNHA will not pay interest on any bid deposits held for any reason.

10.3 In the case of tie bids, award shall be made by individually contacting the tie bidders and requesting a best and final offer in writing. The bid will be awarded to the highest responsible bidder based on these best and final written offers.

10.4 A sale contract will be provided by TNHA to the successful bidder, unless TNHA opts to cancel the award in the best interest of TNHA.

10.5 If the successful bidder fails to close the purchase as required by the sales contract, then TNHA may award a sales contract to the next lowest responsible bidder, publicly solicit new bids, or offer the Property at a minimum price directly to one or more previous bidders, at TNHA's option.

11. Terms of Purchase

11.1 The successful bidder (or "buyer") shall, in accordance with the TNHA sale agreement, obtain funds or financing for the sale through private or public sources or lenders, selected by the buyer. TNHA is not obligated to provide any assistance to bidders or buyers in this effort. Any assistance or information TNHA may provide to bidders or buyers is accepted exclusively at the purchaser's risk.

11.2 An Earnest Money deposit may be required by TNHA as a condition of the buyer entering into the sales contract, up to 15 percent of the purchase price, in order to secure the buyer's commitment to proceed with the transaction, and to cover TNHA's losses and expenses in the event the sale does not close. The Bid Deposit shall be credited toward the Earnest Money.

11.3 The buyer must secure financing and complete the property purchase within ninety (90) days of receiving the purchase contract. Failure to complete the transition in accordance with the sale agreement shall result in the buyer surrendering the Earnest Money.

11.4 Should the original buyer fail to complete the purchase contract, TNHA's CEO may award the sale to one of two back-up bidders whose Bid Deposits have been retained. TNHA may also solicit interested parties or individuals (including, at TNHA's option, prior bidders) to enter into a sales contract at or above a specific minimum bid, or take any other action TNHA deems reasonable to sell the Property. Bidders under this solicitation shall have no particular interest or rights arising from their earlier bids or expressions of interest.

11.5 The purchaser shall be responsible for paying all closing costs, which may include, but are not limited to: recording fees, mortgage/credit report, document preparation fees, escrow closing fees, mortgagee's title insurance policy, escrow collection fees, or other fees associated with the closing the sale.

12. No Assignment

The benefits of this opportunity are not assignable by the bidder, successful bidder, back-up bidders or prospective purchaser. Only the named bidder shall be authorized to execute the Purchase Agreement, which shall also be non-assignable.

13. Issuance of Deed

Upon payment to TNHA of the full purchase price of the house and lot sold under this program, TNHA will deliver a quitclaim deed to the purchaser, and may be subject to the following: a) reservations, exceptions, easements, rights-of way, covenants, conditions and restrictions of record or created by operation of law and b) governmental regulations including but not limited to setbacks, use classifications or zoning; c) existing agreements such as ground leases, including rights of first refusal . BIDDERS ARE REQUIRED TO EXAMINE THE PROPERTY DESCRIPTIONS CLOSELY; SOME PROPERTIES MAY BE LOCATED ON LEASED (NOT-OWNED) LAND. ANY PURCHASE SHALL BE SUBJECT TO THE OBLIGATIONS, LIMITATIONS, AND TERM OF AN EXISTING GROUND LEASE.

14. Reserved Rights

TNHA reserves the right to withdraw any properties offered at any time, for any reason and to reject any or all bids for any reason.

AFFIDAVIT OF BIDDER

I, _____, of _____
(Print Name) (Location of Residence)

being duly sworn, do depose and state:

PART 1:

That I, the undersigned individual bidder, or as the representative of the named bidder, in connection with bidding for the property described as _____

- Am an individual resident of the North Slope Borough; or
- Am a nonresident, who intends to use the property for residential purposes (e.g., rental housing, housing for family, housing for employees); or
- Represent an entity which intends to utilize the property for purposes that will support the local community or economy, as follows (describe):

(complete the description on the back if additional space is needed)

PART 2:

That I, the undersigned individual bidder, or as the representative of the named bidder, in connection with bidding for the property described above, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid.

I swear that the following statements are true to the best of my knowledge.

(Signature)

(Typed or Printed)