

CITY OF DINUBA SURPLUS VEHICLE AUCTION

Friday, April 20, 2018

AUCTION TYPE

Sealed Bid With Final Call For Bids at 12:00 PM

LOCATION

1088 E Kamm Ave, Dinuba, CA 93618

DATE

04/20/2018 from 8 AM to Noon

Bidding opens: Friday, April 20, 2018 at 8:00 AM (PST)

Auction ends: Friday, April 20, 2018 at 12:00 PM (PST)

Award of bid: Highest bidder to be awarded following final call for bids at close of auction.

PREVIEW

Friday, April 20, 2018 at 8:00 AM to 12:00 PM (PST)

PAYMENT

Winning bidders must pay the bid amount in full and remove vehicles from City property within 7 business days from the date of auction or winning bid will be forfeited.

**STARTING OF VEHICLES WILL NOT BE ALLOWED
EACH AND EVERY ASSET IS SOLD "AS-IS"
ALL SALES ARE FINAL**

Full Bidding package available at
Dinuba Public Works Office (1088 E. Kamm Ave., Dinuba)
and online at www.Dinuba.org



CITY OF DINUBA
SURPLUS VEHICLE AUCTION
Friday, April 20, 2018

- Name** City of Dinuba Vehicle Surplus Auction 04/20/2018
- Auction Type** Sealed Bid With Final Call For Bids at 12:00 PM
- Date** 04/20/2018 from 8 AM to Noon
- Auction Bidding opens: Friday, April 20, 2018 at 8:00 AM (PST)
Auction ends: Friday, April 20, 2018 at 12:00 PM (PST)
Award of bid: Highest bidder to be awarded following final call for bids at close of auction.
- Preview** Friday, April 20, 2018 at 8:00 AM to 12:00 PM (PST)
- Payment** Winning bidders must pay the bid amount and remove vehicles from City property in full within 7 business days from the date of auction or winning bid will be forfeited.
- Location** 1088 E Kamm Ave, Dinuba, CA 93618

TERMS AND CONDITIONS

- 1- The City of Dinuba reserves the right, at any time, within its sole discretion and without prior notice or liability to any person, to: (a) withdraw or cancel the sale of any or all Assets prior to accepting a bid for such Asset or Assets; (b) refuse to issue a bidder's number to any person; (c) revoke the privilege of bidding to any person at this or any future sale (auction or otherwise); (d) refuse or reject any bid which it deems to be not made in good faith or an insignificant advance over the preceding bid; (e) refuse or reject any bid from any disqualified bidder; (f) offer any Assets in groups or in bulk; or; (g) impose any other conditions announced at the time of sale.
- 2- Buyer is deemed to have accepted the Asset once the Buyer makes a bid. THE CITY OF DINUBA shall accept the highest bid and the highest bidder shall be the Buyer. Once a bid is accepted, the Buyer may not retract the bid. All sales are final once a successful bid is accepted.
- 3- Any dispute arising as to any bidding shall be settled by THE CITY OF DINUBA sole discretion, and THE CITY OF DINUBA may, immediately, put Assets in dispute up for sale again.
- 4- THE CITY OF DINUBA may, at its sole discretion, collect from Buyers a non-refundable 25% deposit toward the purchase price and Buyer's Premium immediately following acceptance of the successful bid or at any time deemed appropriate by THE CITY OF DINUBA.

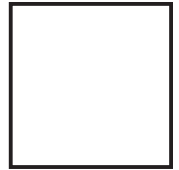
- 5- The balance of the Purchase Price and Buyer's Premium shall be paid in full the 7 calendar days from day of the auction close. No physical work at the any Sale Site(s), including but not limited to the removal of the Assets purchased, may occur before THE CITY OF DINUBA has received payment in full.
- 6- All payments must be made by cash, cashier's check, made payable to THE CITY OF DINUBA.
- 7- All applicable sales taxes shall be added to the purchase price of all taxable purchases. Buyers who purchase for resale must provide a signed copy of their resale tax certificate in order to avoid paying the sales tax at the moment of payment.
- 8- By registering as a bidder and/or submitting a bid, each Buyer acknowledges that the Buyer has read, agrees to and shall be bound by these Terms of Sale.
- 9- Each Buyer acknowledges that prior to the auction, all Assets may or may not be available for inspection. Inspection or preview times, if any, will be announced under the description section of the Auction.
- 10- In the event the Buyer fails to pay the full purchase price of any Assets within the prescribed time, or fails to comply with any other Terms of Sale, will lose the deposit, if any.
- 11- Successful bidder immediately acquires possession of all items purchased. It shall be the sole responsibility of the Buyer to insure purchased Assets immediately upon transfer of title and possession. THE CITY OF DINUBA, shall not be responsible for any loss or damage to any Assets while in transit.
- 12- All Assets must be removed from the Sale Site within the time announced, and all costs, responsibility and risk of such removal shall be borne by the Buyer and, in every case, and the Buyer shall use prudence in effecting such removal.
- 13- Buyer is responsible for compliance with all applicable government safety standards in connection with the removal and transportation of the Assets and for the actions and safety of all of its own employees or any third party brought onto the Sale Site.
- 14- Buyer and any third party engaged by Buyer to assist in the removal of the Assets that technical or professional assistance is required, must provide a certificate of insurance, including evidence of public liability insurance of at least \$1,000,000 and worker's compensation insurance. Buyer agrees to indemnify and hold harmless THE CITY OF DINUBA, the City and/or County against any damage caused by the acts of the Buyer and/or agents of the Buyer in connection with the dismantling or removal of the Assets.
- 15- No sale shall be invalidated by reason of any defect or inaccuracy in any of the Assets being incorrectly described and no liability shall be borne by THE CITY OF DINUBA with respect to any such fault or errors. While descriptions are believed to be accurate, THE CITY OF DINUBA makes no warranties or guarantees expressed or implied, as to the genuineness, authenticity of, or defect in any Assets and will not be held responsible for any advertising discrepancies.
- 16- BUYER ACKNOWLEDGES THAT PRIOR TO BIDDING, THE STARTING OF VEHICLE IGNITIONS WILL NOT BE ALLOWED, A FULL INSPECTION MAY OR MAY NOT BE AVAILABLE OF THE ITEMS UP FOR BIDS, THAT ALL STEPS NECESSARY TO INDEPENDENTLY SATISFY HIMSELF OR HERSELF REGARDING ANY CONDITION OR ASPECT OF ANY ASSET HAVE BEEN TAKEN, AND THAT BUYER IS NOT RELYING ON THE CITY OF DINUBA NOR IS THE CITY OF DINUBA LIABLE FOR ANY SUCH MATTER. BUYER FURTHER ACKNOWLEDGES THAT THERE ARE NO GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, OF ANY NATURE WHATSOEVER MADE WITH RESPECT TO ANY ASSET. EACH AND EVERY ASSET IS SOLD "AS-IS" BIDDER'S BID AT THEIR OWN RISK! THE CITY

OF DINUBA MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION AND/OR OPERABILITY OF ANY ASSET. A) CONFORMS TO ANY SAFETY OF POLLUTION STANDARD OR TO ANY STANDARD OR REQUIREMENT OF ANY APPLICABLE AUTHORITY, LAW, OR REGULATION, OR B) IS FIT FOR ANY PARTICULAR PURPOSE, OR C) IS MERCHANTABLE OR FINANCEABLE, OR D) IS OF ANY PARTICULAR AGE, YEAR OF MANUFACTURE, MODEL, MAKE OR CONDITION.

- 17- BUYER ACCEPTS THAT ALL SALES ARE FINAL AND THE ASSETS PURCHASED SUBJECT TO ALL TERMS OF SALE. BUYER DOES HEREBY WAIVE, RELEASE AND DISCHARGE ALL CLAIMS OF ANY KIND OR NATURE AGAINST THE CITY OF DINUBA, ITS AGENTS AND EMPLOYEES FOR ANY DAMAGES OR INJURIES RESULTING FROM THE PURCHASE, POSSESSION OR USE OF THE PURCHASED ASSETS, OR CLAIMS FOR PROXIMATE OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.
- 18- If, for any reason whatsoever, THE CITY OF DINUBA is unable to make any purchased Asset(s) available to Buyer or otherwise effect delivery of any Asset(s) with clear title to the same, or any necessary documentation required in respect of any Asset(s), whether before or after delivery of such Asset(s), THE CITY OF DINUBA's sole liability shall be to return to Buyer any monies paid by Buyer for such Asset(s), upon return (if applicable) of the Asset(s) by Buyer.
- 19- If any shortages exist on estimated counts, an adjustment to the purchase price will be made only if the claim is made at the time of the removal. No adjustment will be allowed after any Assets are removed from the Sale Site.
- 20- All necessary transfer documents, product manuals or other written information pertaining to the Assets will, if available, be delivered immediately to the Buyer at the time of payment or pick up. Or will otherwise be mailed to Buyer if subsequently made available to THE CITY OF DINUBA. Availability of these documents is subject to provision of the same by the City/County.
- 21- THE CITY OF DINUBA reserves the right to change any auction's ending time.
- 22- Buyers will have up to 7 days from the date of auction to remove purchases from City property. City Attorneys will be notified and may take legal action on registered bidder.



CITY OF DINUBA VEHICLE AUCTION BID FORM



VEHICLE
AUCTION ID

NAME: _____ COMPANY: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

ASSET INFORMATION & BID

YEAR	MAKE	MODEL	VIN	COLOR	BID AMOUNT
					\$

I _____ am submitting a bid for the following property currently owned by the City of Dinuba. I hereby acknowledge and agree that said property is being sold AS IS with all defects and that the City of Dinuba is not providing any express or implied warranty as to the condition or marketability of said property or its fitness for any particular purpose. I am submitting my bid knowing there are no warranties associated with this property and that I am knowingly agreeing to purchase the property "as is" and with all defects. By signing below, I am confirming that I have reviewed and understand the Terms and Conditions of this auction, and agree to all terms and conditions therein.

Dated this _____ day of _____, 20____ Signature: _____

.....

AWARD OF BID

I _____ understand that I am the winner bidder in the asset listed above. I understand and agree that must pay the bid amount listed above and remove vehicles from City property in full within **7 business days** from the date of auction or winning bid will be forfeited. By signing below, I am confirming that I have reviewed and understand the Terms and Conditions of this auction, and agree to all terms and conditions therein. I further acknowledge that I understand that the awarded property is not I hereby acknowledge and agree that said property is being sold **AS IS** with all defects and that the City of Dinuba is not providing any express or implied warranty.

Dated this _____ day of _____, 20____ Signature: _____