

TERMS, CONDITIONS & INSTRUCTIONS TO BIDDERS

GENERAL:

Items are offered for sale to the general public by the City of Bloomington, Illinois, hereinafter referred to as "City". In making the offer, a third-party website provider is utilized: Public Surplus.com -- <http://www.publicsurplus.com>. Individuals submitting bid offers are identified herein as "buyers".

DISCLAIMER:

All sales are final. All equipment will be sold "as is", "where is", and "with all faults, if any". There are no refunds or exchanges. The City disclaims all warranties or guarantees, expressed or implied, as to the condition, quality, completeness or fitness for any particular or general purpose or compliance to safety regulations of the equipment being sold.

ELIGIBILITY:

You must be a minimum of 18 years of age and legally able to form binding contracts as a buyer.

AWARD:

The City of Bloomington reserves the right to award by item, groups of items, or total bid; to reject any and/or all bids in whole or in part, and to waive any informality or technical defects, if in its judgment, the best interests of the City will be served. The City also reserves the right to withdraw an item at any time – including during the bidding process.

INDEMNIFICATION:

Buyer agrees to indemnify and hold harmless City as sellers for any and all damages, claims, or liability of any nature or kind in the sale of or the buyer's use of the property.

ADDITIONAL FEES:

Illinois sales tax in the amount of 7.5% will be added to all non-vehicle purchases. The buyer shall add and include sales tax when making payment to the City of Bloomington for non-vehicle purchases. Buyer of vehicles shall pay any applicable sales tax to the Secretary of State or Department of Motor Vehicles at the time of vehicle registration.

CONTACT INFORMATION:

For questions, inspection of equipment, and pick-up arrangements, contact the designated agency representative for the item listed.

NOTIFICATION OF AWARD:

Award will be made to the highest responsive, responsible bidder. Notification will be provided by Surplus Auction.com via email to the selected bidder.

PAYMENT INFORMATION:

Payment is required within five (5) days of the close of auction. Cash, money order, or cashier's check will be accepted. Payment must be received by the City of Bloomington prior to pick-up arrangements. Payment will not be accepted at the inspection site. Please include a copy of the email notice of award with your payment to ensure prompt and accurate processing of the sale. Mail payments to:

City of Bloomington
Finance Department
109 E. Olive Street
Bloomington, IL 61701

Payments may also be made in person and will be accepted at the Cashier's windows in City Hall located at the above address.

SALE DOCUMENTATION:

The Bill of Sale and if applicable, the title to the equipment/vehicle, will not be issued to the successful bidder until the funds have been collected by the Finance Department.

OWNERSHIP:

The winning bidder must pay and pick up items with ten (10) business days of the close of auction or the City reserves the right to re-list the item or award to the second highest bidder.

PROPERTY REMOVAL:

It is the bidder's responsibility to remove and transport the items purchased within ten (10) business days of the issuance of the Bill of Sale. Bidder must furnish the labor and equipment to remove the auction item. Should the bidder use a third party to remove the purchased item, bidder must ensure that the third party has a copy of the Bill of Sale and written authorization for the third party to remove the purchased item.

If the bidder fails to meet the deadline to remove the purchased item, the City may charge the bidder a storage fee of \$25.00 per item per day, payable prior to pickup of the purchased item. The City may remove the item to another location and the bidder will be responsible for the costs incurred by the City to dismantle, transport, and store the item. In such an event, the City shall not be responsible for any item damaged by such removal, and, if the bidder has

not made arrangements to pick up the item within twenty (20) calendar days and pay any and all applicable storage fees, the bidder shall be deemed to have ceded ownership to the City. Thereafter, the City may dispose of the item as the City deems reasonable and retain any proceeds therefrom.

BIDDER DISQUALIFICATION:

The City reserves the right to disqualify and block bidders submitting frivolous bids. Bidders may also be disqualified from bidding due to late payment, failure to remove sold item as directed, incomplete and/or inaccurate registration information, or any behavior deemed disruptive to the auction process.

WEBSITE LIABILITY:

Items are offered for sale using the services and website of Public Surplus.com (<http://www.publicsurplus.com>). Under no circumstances will the City of Bloomington be liable to any person or business entity for any direct, indirect, special, incidental, consequential, or other damages or losses based on or caused by any use of the auction website or any other website to which the site is linked, including, without limitation, any lost profits, revenue, or use, business interruption, or loss of computer programs or information.

Links to other websites or internet locations from this website have been provided for your convenience only. The City of Bloomington does not endorse, sponsor, or approve any of the content of such websites or locations. If you access any other website or internet locations through this website, you do so at your own risk.

COLLUSION:

The buyer certifies by submitting a bid that the bid is made without prior understanding or agreement with another person submitting a bid for the same item and that this bid is in all respects bona fide and fair, and not the result of any act of fraud or collusion with another person.

GOVERNING LAW:

Any contract resulting from this solicitation shall be governed by the laws of the State of Illinois.