

Terms and Conditions

Section 1

1. Definition

"Auctioneer" means the person conducting the auction or to whom the conduct of the auction is delegated. "City" means the City and County of Honolulu. "Director" means the Director of the Department of Budget and Fiscal Services of the City who is authorized to dispose of all unusable City personal property. "Successful bidder" means the bidder, whose bid has been accepted by the City. "Articles" means any articles described in the bid listing. "Terms and Conditions" means the provisions of this document, the Bidder's form, and all other documents attached hereto and by reference made a part hereof.

2. Inspection

All prospective bidders are urged to inspect the articles to be sold prior to bidding. The articles will be available for inspection at the location and time specified by the City. In no case will failure to inspect constitute grounds for the withdrawal of a bid, once bidding has ended.

3. Waiver of Claims

Sale of all surplus property is "as is and where is", without warranty. The description of surplus property offered for sale has been compiled from available data, there is no guarantee or warranty on the part of the City and County of Honolulu as to the condition or quality of surplus property, or its fitness for any use or purpose. The successful bidder agrees to waive any claims against the City based upon any defect in the articles.

4. Registering for Auction

All prospective bidders must register an account for the City's Honolulu Vendor Self Service before submitting a bid.

5. Submission of Bids

Bids shall be submitted on the City's Honolulu Vendor Self Service System. Any unauthorized bid(s) shall be cause for automatic rejection of the bid. Only person or persons duly registered with an account, and authorized will be allowed to access and participate via the internet online bidding. Before submitting bids, bidders must read and examine the Terms and Conditions, and all other bid documents attached hereto and by reference made a part hereof. Submission of bids shall be deemed verification of such reading and examination. Inquires may also be made at City Hall, 530 South King Street, Room 115, Purchasing Division, Department of Budget and Fiscal Services, Personal Property Management and Disposal Section.

6. Conduct of Auctions

A. All articles are subject to a minimum bid price. Articles are where is, and as is. B. The City may at any time withdraw or divide any articles or combine any articles. C. No bid shall be retracted without the consent of the Auctioneer.

7. Withdrawal of Bids

Bids cannot be modified to a lower dollar value or withdrawn after being submitted in Honolulu Vendor Self Service System.

8. Award

Unless otherwise indicated in the Terms and Conditions, award will be made to the responsible bidder complying with the requirements herein and submitting the highest bid for each bid item. In case of tie bids, award will be made to the responsible bidder who first submitted the high bid.

9. Cancellation of Bids/Awards

The Director reserves the right to cancel the sale or delete any article or articles from the sale. The Director also reserves the right to cancel an award at any time.

10. Waiver of Minor Deviations

The Director reserves the right to waive and/or accept any minor deviations from the Terms and Conditions, if in the Director's opinion such waiver will be in the best interest of the City, and that such waiver shall not in any way affect the standards of performance or operation.

11. Title of Articles

Title to the articles shall vest in the successful bidder upon full payment of price bid upon the sale of any article. Thereafter, all risks of loss, damage, or destruction from any cause whatsoever shall be borne by said bidder.

12. Rights To Remove Articles

The successful bidder must remove the articles at successful bidder's expense. No service of any kind will be furnished by the City and County of Honolulu with regard to the surplus property, and the successful Buyer shall assume any cost of weighing, packaging, crating, loading or hauling, unless otherwise indicated. At the time of removal, the successful bidder must show the official auction receipt as proof of purchase to a designated City representative upon request. If someone other than the successful bidder removes the articles, authorization from the successful bidder must be provided to the auctioneer in writing requesting release of the articles to that individual.

13. City's Rights & Remedies

Should the successful bidder fail to remove the articles from City property within the specified time, or fail to make payment as specified, the City reserves the right to re-sell the articles or to award the bid to next highest bidder. In such event, the defaulting bidder shall forfeit all claims to the proceeds and to the articles and shall receive no reimbursement for any expenses whatsoever. The defaulting bidder shall also forfeit all amounts paid for the sale. Furthermore, the Director reserves the right to suspend the defaulting bidder from bidding on any City sale for a period of one year or longer.

14. Removal of Auction Article

The Director reserves the right to withdraw any items being offered at any time before bidding commences on the articles.

15. Payment & Removal

No refunds or adjustments will be made on any award(s). Bids submitted shall remain firm. The successful Buyer will be required to remit full payment by cash, money order, or cashier's check within ten business days after the auction closes. Money order and cashier's check must be made payable to: "City and County of Honolulu". Winning bidders for vehicles and equipment can remove at the listed dates and times only, or as instructed by the City representative. Vehicles not able to start must be towed out at bidder's expense, absolutely no on-site repairs or car parts/component change outs are not allowed on City yard. Only jump starting, or replacing a dead battery at the bidder's expense will be allowed. For equipment or vehicles not picked up at the allowed time will be assessed a late pickup fee of \$10.00 per day. Bidder will not be allowed to pick up any vehicle or equipment awarded, until late pickup charges are cleared and paid for at the location below. Bidders must pay in person for all fees, and bids awarded, at this location only: City Hall Office of the Purchasing Division Budget & Fiscal Services, Personal Property Management and Disposal Section 530 South King Street, Room 115, Honolulu, Hawaii, 96813. Day and Hours: Monday through Friday from 7:45 am - 12:00 p.m. and 1:00 p.m. - 3:00 p.m. No property may be removed by the Buyer prior to making full payment and without issuance of a receipt. Pick-up days and hours are by appointment.

16. Examination of Documents

It will be conclusively presumed that the bidder has read, examined, and agreed to each and every term, condition, provision, covenant or agreement in these Terms and Conditions.

17. Interpretation

In case of any doubt as to the interpretation of any term or provision in these General Conditions, the interpretation given and made by the Director or the Director's authorized representative shall govern and control.

18. Indemnity

The successful bidder shall be responsible for all damages to persons or property that may occur in the removal and subsequent use or disposal of the described items as a result of successful bidder's conduct or negligence, or the conduct or negligence of its employees, agents or representatives. Successful bidder shall indemnify and save the City and all of its elected and appointed officials, volunteers, agents, and employees harmless against any liability, claims, demands, or causes of action of any nature whatsoever for damages of any kind which may result from the conduct or activities of successful bidder, its employees, agents or representatives in the removal and subsequent use or disposal of the described items, and agrees at successful bidder's expense to defend any legal or other action brought against the City, its elected and appointed officials, agents and employees founded upon any such liability, claim, demand or cause of action, and pay any attorneys' fees incurred by the City, its elected officials, volunteers, agents and employees in connection therewith.

19. Compliance with Laws

The successful bidder will observe, perform, and comply with all laws, statutes, ordinances, rules and regulations of the Federal Government, State of Hawaii, City and County of Honolulu, or any department or agency of the above. The successful bidder shall also indemnify, save and hold harmless, the City, its officers, agents, and employees, against all actions, suits, damages and claims by whomsoever brought or made by reason of the non-observance, non-performance or non-compliance with the said laws, statutes, ordinances, and rules and regulations.

20. Default on Payment

Buyers are cautioned to bid only on items they are prepared to pay for and remove in accordance with the terms and conditions of this sale. If the buyer fails to pay for an awarded item in accordance with the Terms and Conditions, the buyer agrees to pay the City a default fee of \$500 or 15% of the bid price, whichever is greater. Buyer is also responsible for any and all collection costs, including attorney fees and court costs. The buyer's bidding privileges will be immediately suspended until payment has been received. If the buyer commits a second default within 12 months of 1st default the buyer will be suspended from bidding for one year. In the event of a default, the award shall be awarded to the subsequent highest bidder. If the item is available, the subsequent highest bidder is advised that additional fees such as storage fees will incur. It shall be the subsequent highest bidder's responsibility to pay for any additional fees.