



AUCTION
THE STATE OF ALASKA
ANNOUNCES SALE #30-11
ANCHORAGE PUBLIC OUTCRY AUCTION

Department of Administration
Division Of General Services
Property Management Section
2400 Viking Drive

Anchorage, Alaska 99501

Telephone: 279-0596; Fax: 278-0352

DATE: **Wednesday May 11th, 2011 at 10:00 A.M.**

PLACE: **SURPLUS PROPERTY WAREHOUSE**
2400 VIKING DRIVE, ANCHORAGE

PUBLIC INSPECTION: 9:00 AM – 4:00 PM, Monday & Tuesday May 9th and 10th 2011

*******Vehicles will be started @ 9:00am May 11th*******

Personal/Business Checks Will Not Be Accepted As Payment For Rolling Stock
(I.E. Trucks, Trailers, Cars, Tractors, ATV's, Snowmachines, etc.)

TERMS: "CASH AND CARRY". Personal, brokerage, and business checks for purchases up to **\$500.00 (except for Rolling Stock)** will be accepted. Sales over **\$500.00** must be paid by certified bank check, visa/master card or cash. Items will be sold **AS IS, WHERE IS**, with no guarantee or warranty, either stated or implied. **NO partial payments. Invoice(s) totals must be paid for in full prior to removal of any property.**

All participants are required to complete a bidder's registration card stating the bidders full name, address, and telephone number

REMOVAL: All purchased items must be paid for and removed from the sale location **NO LATER THAN 3:00 p.m., Friday, May 13th 2011.**
(See Standard terms and conditions)

THIS IS AN AUCTION WITH RESERVE

PUBLIC WELCOME

STANDARD TERMS OF SALE

IDENTIFICATION: All participants are required to complete a bidder's registration card, as a matter of public record, stating the bidders full name, current address and day time phone number.

INSPECTION: Bidders are urged to inspect sale items prior to bidding. Property will be available for inspection at the places and times specified. The State will not be obligated to furnish any labor for such purposes. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a bid.

CONDITION OF PROPERTY: All property listed herein is offered for sale "as is"/"where is" and without recourse against the State unless otherwise specified in the Invitation. Items may or may not be operational. The State makes no guaranty, warranty or representation, expressed or implied, as to quantity, kind, character, quality, weight, size, or description of any of sale property, or its fitness for any use or purpose. No claim will be considered for allowance or adjustment or for rescission of the sale based upon failure of the property to correspond with the standard expected.

CONSIDERATION OF BIDS: The State reserves the right to reject any or all bids, to waive any technical defects in bids, for any one item or group of items in the bid, as may be in the best interest of the State.

DISPUTE BETWEEN BIDDERS: If any dispute arises between two or more bidders, the State may resolve. The decision of the State shall be final and absolute.

PAYMENT: ALL INVOICE(S) TOTALS MUST BE PAID IN FULL PRIOR TO ANY REMOVAL OF PROPERTY. PROPERTY MUST BE REMOVED NO LATER THAN 3PM May 13th 2011. Payment shall be made by cash, Credit Card (**Visa/MasterCard Only**), certified bank check made payable to the State of Alaska. **Personal/Business Checks Will Not Be Accepted As Payment For Rolling Stock. (I.E. Trucks, Trailers, Cars, Tractors, ATV's, Snowmachines).** Payment of full purchase price must be made before the date set for removal. If the successful bidder fails to make full and final payment the State reserves the right, upon written notice to the successful bidder, to sell or otherwise dispose of any or all such property in the State's possession and to charge the loss, if any, to the defaulting bidder. **ABSOLUTELY NO PARTIAL PAYMENTS!** Invoice(s) totals must be paid for in full prior to removal of any property.

TITLE: Title to the items of property sold shall transfer to the successful bidder when full and final payment is made. Motor vehicles and motor-propelled or motor-drawn equipment requiring licensing, certificate of release (or a State certificate of title, if such a certificate of title has been issued to the State), will be furnished. A \$40.00 fee will be charged for each title research and/or lost titles.

ACCEPTANCE AND REMOVAL OF PROPERTY: The successful bidder may take possession of the property upon receipt of payment in full. Property shall be removed at the successful bidder's expense. The successful bidder shall reimburse the State for any damage to State property resulting from removal. If the successful bidder fails to remove the property within the time specified the State may charge the successful bidder \$10.00 per day. If property is not removed within 30 days, the state will take possession & dispose of as it sees fit. Any resale or other disposal effort accomplished under this default action is without recourse by the first successful bidder.

RISK OF LOSS: The State will assume responsibility for the care and protection of property prior to the sale. After award has been made to the successful bidder but prior to removal, the State will exercise reasonable care for the protection of the property, however, all risk of loss, damage, or destruction from any cause whatsoever shall be assumed by the successful bidder.

LIMITATION ON STATE'S LIABILITY: In any case where liability of the State to the successful bidder has been established, the extreme measure of the State's liability shall not, in any event, exceed refund of the purchase price.

VERBAL MODIFICATIONS: Oral statements by any representative of the State, modifying or changing any conditions of the sale are an expression of opinion only and do not alter the terms and conditions of this agreement.

CONFLICT OF INTEREST: An employee or contractor of the owning or disposing agency may not directly or indirectly purchase or agree with another person to purchase surplus supplies or equipment if the employee is, or has been, directly or indirectly involved in the disposal, maintenance, or preparation for sale of the surplus items.

NSF CHECKS: All returned checks will be charged a \$30.00 NSF fee.

LOWEST ACCEPTABLE BIDS: Items specifying a "minimum bid" may be posted on the sale listing. If a bid received does not meet or exceed the lowest acceptable bid dollar amount specified for the item, the sale of that item will be postponed until a later date or may be sold pursuant to "Post-Sale Offers" stated below.

POST-SALE OFFERS: If the sale of an item is postponed, the State may, at its option, allow new written offers to be submitted on the item immediately following the original sale. To be considered under this section, the written offer must be received by the State within three (3) days after the original sale date. The State is not obligated to consider or accept an offer made under this section but may, at its option, negotiate a sale based upon such an offer at anytime after the item is passed on.