

GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT
VEHICLE AUCTION CONTRACT
TERMS AND CONDITIONS

INSPECTION OF PROPERTY

All Bidders are invited and encouraged to physically inspect the property for sale prior to the commencement of the Auction or Bidders waive the opportunity to conduct a physical inspection. If Bidders waive their inspection rights, they bear the risk of any omissions regarding the functionality of the property, or the failure to identify concerns, restrictions, or any other issue which could have been revealed by a physical inspection. No inspections will be allowed once the sale of the property has closed. Further, failure to inspect the property will not be considered a basis for cancellation of this Contract.

Bidders are required to check in at the Government of the Virgin Islands' (Government) premises before inspecting the property and must comply with the Government's rules and policies during the inspection visit. Property will be available for inspection, for three (3) days prior to the auction date, at the Department of Property and Procurement, Division of Transportation (DPP), #274 Estate Richmond, Christiansted, St. Croix, Virgin Islands 00820 or 121 Subbase, St. Thomas, Virgin Islands, 00802.

During a Bidder's inspection, the Government will not be liable for any demands, suits, actions, or claims of any nature arising from or incidental to an inspection at the Government's premises, including any injuries that Bidders may incur due to their own actions or negligence during their visit to the Government's premises.

CONDITION OF PROPERTY

All property offered for sale "as is" and "where is." The Government makes **no** warranty express or implied, or warranty of any kind including, particularly as to the physical condition, kind, character, quality, weight, size or description of any property, or its fitness for any use or purpose.

REGISTRATION

Each Bidder must register for the Auction by completing a Registration Card. This Auction Registration Card must be retained throughout the Auction. If a Bidder is awarded a bid, the award with the corresponding registration number and paddle number will be recorded on the Registration Card. ***All Bidders acknowledge by signing the Auction Registration Card that they have full and complete understanding of the terms and conditions of the Vehicle Auction Contract, and that the signature of each Bidder binds him/her to the terms and conditions stated herein.***

IDENTIFICATION

All bidders are required to register for the Auction giving full legal name, mailing address, and a working phone number. Proof of identity must be provided by tendering a government-issued form of identification (i.e., current Passport or Driver's License). Said identification will be tendered to the registration clerk and shall be given to the Bidder after the termination of the Auction or upon the Bidder's departure from the Auction. A **NON-REFUNDABLE** registration fee of **One Hundred Fifty Dollars and Zero Cents (\$150.00)** during the pre-registration period or **Two**

Hundred Dollars and Zero Cents (\$200.00) on the day of the Auction is required to participate in the Auction and must be tendered to the registration clerk before the Auction commences.

REGISTRATION FEES AND PAYMENTS

The registration fee shall be tendered in cash only if a bidder registers on the day of the Auction, and pre-registration and all other payments shall be tendered cash, certified checks, or money order (provided that the aforesaid checks are first party instruments) and credit cards. Payments can be made via DPP's online payment portal <https://dpp.vi.gov/pay-online/>. No personal checks are accepted.

ASSIGNMENT OF REGISTRATION NUMBER AND PADDLE NUMBER

Upon submitting acceptable forms of identification and the requisite registration fee, each Bidder shall be assigned a registration number and a corresponding paddle number. This number shall identify each Bidder throughout the Auction. Each registered Bidder is only allowed one (1) guest at the Auction.

LIMITATION ON NUMBER OF VEHICLES

No registered Bidder is allowed to purchase more than two (2) vehicles pursuant to Title 31 Section 169(b) of the Virgin Islands Code.

ELGIBILITY OF BIDDERS

By signing this Contract, the Bidder warrants that he/she is at least 18 years of age. If the Bidder does not meet the age requirement, this Contract is null and void. No one under the age of 18 will be permitted at the Auction site.

CONSIDERATION OF BIDS

Once a bid is entered for an item (when the Auctioneer opens the bids and commences the bidding process), the Bidder may not withdraw his/her bid. The Government reserves the right to reject any or all bids, including bids under which a Bidder would take unfair advantage of the Government or other Bidders, to waive any technical defects in bids, and unless otherwise specified by the Government or by the Bidder, to accept any one item or group of items in the bid, as may be in the best interest of the Government.

SUBMISSION OF BIDS AND AWARD

1. The Auctioneer will offer each numbered item separately. A Department of Property and Procurement numbered paddle will be provided to each registered Bidder. The Auctioneer will commence the bid by calling the starting price. Bidder will communicate acceptance of a bid by raising his/her paddle. The price will increase incrementally based on acceptance of a bid at the Auctioneer's discretion.
2. When the Auctioneer closes the bid by accepting the highest responsive offer, this action will constitute an award by the Contracting Officer to the successful Bidder for each item except as otherwise herein specifically provided.
3. Once an item is "closed", the Purchaser may not withdraw the bid. The highest bid accepted by the Auctioneer at the Auction is the price that the Seller will accept for the property.
4. In the event of a dispute as to the amount bid, item, or item number, and/or paddle number of a Bidder, the Contracting Officer reserves the right to reoffer the item in question. Records of the Government, as to the name and number of the Bidder, the bid and the

amount thereof shall be prima facie evidence of the circumstances of the sale, and all disagreements will be resolved in accordance with the Government's records.

5. Special provisions made by the bidder will not be accepted and can cause the bids to be rejected.
6. The Auctioneer's decision is final in the event of a dispute over any matter. The Auctioneer reserves the right to accept bids in any increments she/he feels are in the best interest of the Government.

AWARD OF CONTRACT

The contract will be awarded to the highest responsive Bidder whose bid conforms to the Contract. No registered bidder is allowed to purchase more than two (2) vehicles pursuant to 31 V.I.C. § 169(b).

SALES CONTRACT AND AWARD

The highest successful bidder must sign an "*Auction Contract Sale and Award*" contract and all other documents specified by the Department of Property and Procurement.

PAYMENT

The successful Bidder agrees to purchase the property awarded to him/her in accordance with the price quoted in his/her bid. **The successful Bidder shall remit a minimum payment of twenty-five percent (25%) of the vehicle price to the cashier at the Auction site. Within three (3) business days subsequent to the Auction date, the successful Bidder must remit seventy-five percent (75%) or the remaining balance to the Department of Property and Procurement Fiscal Office located in the Department of Property and Procurement Main Building in the district of the Auction site.** Once the remaining balance is remitted, the successful bidder shall be given a receipt, which she/he shall tender to the Division of Transportation, and upon which an "*Auction Contract Sale and Award*" shall be given with the vehicle registration. The successful Bidder who tendered one hundred percent (100%) of the award price at the Auction site shall be given the "*Auction Contract Sale of Award*" and vehicle registration. Subject to any adjustment made pursuant to other provisions of this contract, payment of the full purchase price must be made within the time specified in the Contract and prior to the delivery of the vehicle. Payment method can be made in cash or by certified checks, debit or credit cards. No personal checks are accepted.

ORAL STATEMENTS AND MODIFICATIONS

Any oral statements or representations by any representative of the Government, changing or supplementing the Contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder. Further, no interpretation of any provision of the Contract, including applicable performance requirements, shall be binding on the Government unless furnished or agreed to, in writing; by the Contracting Officer or his/her designated representative.

WITHDRAWAL OF PROPERTY AFTER AWARD

The Government reserves the right to withdraw for its use any or all of the property covered by this Contract, if a bona fide requirement for the property develops or exists prior to actual removal of the property from Government control. In event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

DELIVERY, LOADING, AND REMOVAL OF PROPERTY

Unless otherwise provided in the Contract, the successful Bidder shall be entitled to obtain property upon full payment therefor and upon presentation of identification, receipt evidencing payment, Auction Contract and Sale Award and proof of title to the property and/or vehicle insurance. Delivery shall only be made from the exact place where the property is located. *Notwithstanding, tender of 100% of the purchase price on the Auction date, no Bidder shall be allowed to take possession of any property or drive vehicles off the Auction lot on the day of the Auction.*

Successful Bidders are required to check in at the Government's premises before removal of the property and must comply with the Government's rules and policies during the visit. Items purchased under the Contract will be released only to the successful Bidder or his/her authorized representative. The authorized representative must furnish authorization from the successful Bidder before any delivery or release will be made. The vehicle shall be released upon proof of identification and registration card showing a successful award from the Auction or in event that a balance of the award price was remitted, a receipt from the Fiscal Office of the Department of Property and Procurement.

Successful Bidders and/or their agents will make all arrangements to remove the property, to include packing, loading, and transporting the property, within five (5) business days after the Auction. The Government bears no responsibility regarding removal. The Government shall assess storage fees of \$10.00 per day for each day the property is not removed from its premises.

DEFAULT

If, after the award of the property at the Auction site, the successful Bidder breaches the contract by failure to make payment within the time allowed by the contract or the fails to remove the property as stated herein, the Bidder will be considered in default. If a successful bidder fails to pay at least 25% of the auction price on the day of the auction, prior to the completion of the auction, that bidder automatically forfeits the award. The vehicle is then eligible to be offered to the second highest bidder. The Government will notify the second highest bidder of the award, within two (2) business days after the auction and allow the second highest bidder the opportunity to make payment within the next three (3) business days from the date of notice.

If a successful Bidder fails to pay the remaining balance of the purchase price, within three (3) business days of competition of the auction, the Government may send the successful Bidder a fifteen (15) day written notice of default (calculated from the date of mailing), and upon the successful Bidder's failure to cure such default within that period (or such further period as the Contracting Officer may allow) the successful Bidder shall lose all right, title, and interest which she/he might otherwise have acquired in and to such property as to which a default has occurred. Further, the Government shall assess storage fees of \$10.00 per day for each day the successful Bidder fails to cure the noted default. This storage fee shall be paid by the successful Bidder in addition to the award price. Any successful Bidder who has defaulted on an award and who subsequently fails to pay the storage fees assessed, will be barred from participating in future auctions until said Bidder has paid the assessed storage fees to the Department of Property and Procurement.

INDEMNIFICATION

The Bidder agrees to hold the Government harmless from any and all actions, claims, debts, demands, judgments, liability, costs and attorney's fees arising out of, claimed on account of, or

in any manner predicated upon the loss of or damage to property and injuries, illness or disabilities or death to any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including State, local and interstate bodies, in any manner caused by contributed to by the Bidder, its agents, employees, or any person subject to its control while in, upon or about the Auction site and or the site upon which the property is located, or while the property is in possession of or subject to the control of the Bidder, or any of its agents or employees after the property has been removed from Government control.

REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

It is the Bidder's responsibility to ascertain and comply with all applicable Federal, and Local and multi-jurisdictional laws, ordinances, and regulations pertaining to the registration, licensing and handling, possession, transportation, transfer, export, processing, manufacture, sale, use, or disposal of the property listed in the Contract. Bidders, purchasers, or users of this property are not excused from any violation of such laws or regulations either because the Virgin Islands is a party to this sale or had any interest in the property at any time.

ENCUMBRANCES

Seller represents and warrants that the Property is free from all liens and encumbrances of any kind, except as expressly noted on an attached Encumbrances Disclosure (if applicable), which is expressly made a part of this Contract.

SELLER'S AUTHORITY

Seller represents and warrants that Seller is fully vested with power to sell and convey the property free and clear of any liens or encumbrances without consent or approval of any third party and without condition or contingency except as expressly noted otherwise in this Contract. To the extent that a co-Seller is listed, Seller covenants and warrants that Seller is authorized to execute this Contract on behalf of the co-Seller and that this Contract shall be valid and enforceable and binding upon the Co-Seller as it is upon the Seller.

GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands without regard to conflict of laws principles.

ASSIGNMENTS

A Bidder shall not assign or transfer any rights under this Contract, or registration numbers or Paddle numbers. Any assignment of transfer of aforesaid rights invalidates this Contract and any rights under the Contract.

ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the Contract, and its subject matter, are merged therein.