

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

INSPECTION OF PROPERTY

All Bidders are invited and encouraged to physically inspect the property for sale during the times identified for inspection 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. 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 at minimum two (2) days prior to the auction date, from 9:00 AM to 12:00 PM, 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** warranties, guarantees, or representations, express or implied, or warranty of any kind including, particularly as to the physical condition, roadworthiness, functionality, 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 Salvage Silent Auction Registration online at: <https://dpp.vi.gov/>. ***All Bidders acknowledge by registering and paying the registration fee that they have full and complete understanding of the terms and conditions of the Salvage Silent Vehicle Auction Contract, and that the electronic 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 online at: <https://dpp.vi.gov/>. Proof of identity must be submitted by tendering a copy of a government-issued form of identification (i.e., current Passport, Voter's ID, or Driver's License).

REGISTRATION FEES AND PAYMENTS

Registration fees and **all** payments must be paid via DPP's online payment portal <https://dpp.vi.gov/pay-online/>. A **NON-REFUNDABLE** registration fee of **One Hundred Dollars and Zero Cents (\$100.00)** must be tendered during the registration period.

LIMITATION ON NUMBER OF VEHICLES

Bidders may bid on multiple items. However, no registered Bidder is allowed to purchase more than two (2) vehicles pursuant to Title 31 Section 169(b) of the Virgin Islands Code.

ELIGIBILITY 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 or to participate in bidding.

CONSIDERATION OF BIDS

Once a bid is submitted for an item, 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 informalities or 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. Additionally, the Government may request clarification of any bid as deemed necessary, resolve any dispute at its sole discretion, and cancel, postpone, or terminate this process at any time, in whole or in part, without prior notice and without incurring any liability to bidders.

SUBMISSION OF BIDS AND AWARD OF ITEMS

1. Each item offered for purchase will be numbered separately by District.
2. To bid on an item, a bidder must log in to the DPP website and complete all fields on the DPP Official Bid Form. To complete the Official Bid Form, bidders will need their registration number (found on the registration receipt) and the item number(s) for the vehicle(s) they intend to bid on.
3. Items will be awarded to the highest responsive bidder. The highest responsive bidder refers to the bidder who meets all the requirements set forth in the bidding process and offers the highest bid among those considered responsive. Responsiveness is determined after the bid opening and solely by the DPP.
4. In the event of a tie, DPP reserves the right to determine the winner through a secondary method, in this instance, email timestamp priority.
5. Bids will be opened on the next business day after the Auction closes; or at any other time/date established by the DPP.
6. Early, incomplete, or late submissions will not be accepted, considered, or read.
7. The bid opening will be conducted via a virtual platform; namely, Microsoft Teams. Access details are available in the ***Salvage Silent Auction Rules, Regulations, and Procedures***.
8. Participants attending the virtual opening are responsible for ensuring they have adequate equipment, internet connectivity, and access to the required platform in advance of the scheduled time. Participants must provide their name for the record; but must remain muted unless otherwise recognized by the host.
9. Submitted bids will remain unopened until the official opening time. At the designated time, bids submitted during the silent auction period will be opened and read aloud, including information such as bidder name, item description, total bid amount, and any other required summary information (at the sole discretion of DPP).
10. Once all bids that are received within the bid auction period are read aloud and recorded, DPP will end the call and evaluate the responsiveness of each bid received. Bidders may request the abstract of the bid opening.

11. In the event of any dispute, the DPP Contracting Officer reserves the right to determine the appropriate resolution. DPP's Contracting Officer's determination is final in the event of a dispute over any matter.
12. Records of the Government shall be prima facie evidence of the circumstances of the sale, and all disagreements will be resolved in accordance with the Government's records.
13. Special provisions made by the bidder will not be accepted and can cause the bids to be rejected.

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. **Within the timeframe allotted in the *Salvage Silent Vehicle Auction Rules*, the successful Bidder must remit one hundred percent (100%) of the purchase price to the Department of Property and Procurement online at: <https://dpp.vi.gov/>.** Once the payment is remitted successfully, the bidder shall present the receipt to the Division of Transportation. The successful Bidder shall be given a copy of 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. Payments must be made online at <https://dpp.vi.gov/>.

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 therefore 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.

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 the dates indicated by DPP. The Government bears no responsibility regarding removal. The Government shall assess storage fees of \$25.00 per day for each day the property is not removed from its premises.

DEFAULT

If, after the award of the auction item, the successful Bidder breaches the contract by failure to make payment within the timeframe allotted in the *Salvage Silent Vehicle Auction Rules* or fails to remove the property within the timeframe allotted in the *Salvage Silent Vehicle Auction Rules*, the Bidder will be considered in default. The vehicle may then be eligible to be offered to the second highest bidder, third highest bidder, and so forth.

If a successful Bidder fails to pay the purchase price, within the time allotted, the Government may opt to 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 \$25.00 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. Any assignment or 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.