

## SEALED BID TERMS AND CONDITIONS

1. The State of West Virginia takes no responsibility as to the condition of the property. Property will be sold "AS IS, WHERE IS".
2. West Virginia State Agency for Surplus Property (WVSASP) employees are not permitted to bid on any property. West Virginia State Agency employees are not permitted to bid on items being held for sale at their respective agency's location.
3. Payment from the awarded bidder must be received within one week after scheduled pallet pickups. Payment must be made by business check, cashier's check, Visa, MasterCard, Discover or money order. Cash will not be accepted. Business and cashier's checks are made payable to WVSASP.
4. Bidder must coordinate first pallet pick up within 1 (one) week of notification of award unless other arrangements have been made with WVSASP. Bidder must take all surplus pallets regardless of condition and size. Blue and Red pallets are not included. Bidder must contact Ronnie Briscoe at 304-356-5570 in advance for pick up arrangements. Failure to pick up items awarded and/or paid for may result in bidder's forfeiture of that item(s) and any payment made. Bidder is responsible for any and all pick up/removal cost and must make any necessary arrangements for removal of property. Those arrangements include, but are not limited to labor for packing, equipment needed, crating, and transportation.
5. Bidder's act of entering onto state-owned property, for any reason, is done at the bidder's own risk. Bidder assumes all liability related to his or her entry, or the entry of anyone at the bidder's direction.
6. All successful bids are subject to a West Virginia State Sales Tax unless bidder presents a bon-a-fide tax-exemption certificate to WVSASP as proof of bidder's tax-exempt status. Sales tax will be added to the total bid amount. No bids will be accepted after the Bid Opening Date and Time.
7. WVSASP has the right to withdraw any or all property prior to, or after, the established bid opening. The State of West Virginia reserves the right to accept or reject any or all bids. The State of West Virginia reserves the right to cancel contract prior to bidder picking up property.
8. All title transfers, if required, will be handled by WVSASP.
9. Bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Any oral statement or representation by any representative of the State of West Virginia, changing or supplementing the stated condition, is not authorized and shall confer no right upon the bidder or purchaser. Please note that the West Virginia State Agency for Surplus Property does not guarantee the amounts of pallets available per week or the condition of any property sold through our sealed bid procedure. Deficiencies, when known, have been indicated. However, absence of any indicated deficiency does not mean the item(s) may not have deficiencies.
10. **Release:** Bidder understands and agrees that WVSASP is uncertain of the condition of the State-owned property and that it may contain patent and latent dangerous conditions that make travel thereon hazardous to person and property. Bidder further understands and agrees that WVSASP is uncertain as to the condition of the purchased item and that dismantling, removing and transporting it may be hazardous to person or property. Bidder agrees that Bidder, its employees, agents, representatives, and assigns, have assumed any and all risk associated with the following: entering and remaining on the State-owned property, transporting personnel and equipment to the site of the purchased item, dismantling and removing the purchased item, restoring the State-owned property to its prior condition, transporting of the purchased item to its final destination and future use of the purchased item or any of its components and do so at their own risk. Bidder further releases and discharges the State of West Virginia and its State's agencies, officers, directors, agents, employees, including WV State Agency for Surplus Property, from and for any and all liabilities, causes of action, claims, demands, losses, or damages that may arise from the removal of the purchased item.
11. **Indemnification:** Bidder agrees to indemnify, defend, and hold harmless the State of West Virginia and its agencies, officers, directors, agents, and employees, including WV State Agency for Surplus Property, from and against any and all demands, causes of action, claims, damages to persons or property regardless of employer or owner, losses and liabilities, including reasonable attorney's fees, that may arise from the removal of the purchased item.

I do hereby certify that I have read and understand the terms and conditions of this sealed bid **REQUISITION # SPB 21-01** and do solemnly swear to abide by them.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_