

SALE OF GOVERNMENT PROPERTY SPECIAL SPOT BID CONDITIONS

INVITATION FOR BIDS NO.

PAGE

A. MAILED-IN OR HAND-CARRIED BIDS.

Unless otherwise provided in the Invitation, mailed-in or hand-carried bids will not be considered.

B. BID DEPOSIT.

In the event mailed-in or hand-carried bids are provided for in the Invitation and a bid deposit is required, such bids must be accompanied by a bid deposit of 20% of the total amount bid and must be in the possession of the Contracting Officer by the time and date set forth in the Invitation. Bid deposits shall be in the form prescribed in Condition No. 4, General Sale Terms and Conditions (Standard Form 114C), Deposit Bond-Individual Invitation, Sale of Government Personal Property (Standard Form 150) properly executed or reference to an approved Deposit Bond-Annual, Sale of Government Personal Property (Standard Form 151) are acceptable when their use is authorized as acceptable forms of bid deposit in the Invitation. Any such bid which is not timely supported by an acceptable bid deposit may be rejected as nonresponsive. Any deposit received after the time and date set forth in the Invitation for the receipt of bids will be considered in the same manner as late bids.

C. MODIFICATION OR WITHDRAWAL OF BIDS.

(Applicable only when mailed-in or hand-carried bids are authorized by the terms and conditions of the Invitation.)

(a) Bids may be modified or withdrawn by written or telegraphic notice and a bid also may be withdrawn in person by a bidder or his/her authorized representative, provided his/her identity is made known and he/she signs a receipt for the bid, but only if the withdrawal is prior to the exact time for the start of the sale.

(b) Where a bid deposit is required by the Invitation, any bid modification which increases the amount of a bid already submitted or which submits bids on items not previously bid on must provide for an additional bid deposit.

D. CONSIDERATION OF LATE BIDS, MODIFICATIONS, OR WITHDRAWALS.

(Applicable only when mailed-in or hand-carried bids are authorized by the terms and conditions of the Invitation.)

(a) Mailed-in or hand-carried bids or modifications or withdrawals thereof, must be in the possession of the Contracting Officer by the time and date set forth in the Invitation. Any mailed-in bid or modification or withdrawal thereof, received after the time and date set forth in the Invitation for receipt of bids will not be considered unless received by the Contracting Officer before the time set for the start of the sale, was mailed and in fact delivered to the address specified in the Invitation in sufficient time to have been received by the Contracting Officer by the time and date set forth in the Invitation for receipt of bids, and, except for delay attributable to personnel of the sales office or their designees, would have been received on time. In no event will mailed-in bids or modifications or withdrawals, be considered if received by the Contracting Officer after the time set for the start of the sale, regardless of the cause of delay.

(b) Any hand-carried bid or modification not received by the Contracting Officer by the exact time set for the receipt of bids will not be considered, regardless of the cause of the delay. The foregoing sentence does not, however, preclude the submission of bids from the floor, item by item, as the sale progresses.

E. SUBMISSION OF BIDS AND AWARD.

Each numbered item will be offered separately by requesting bids from the floor which may be submitted by means of a bid card showing the item number, unit bid price, registration number and signature of the Bidder. After announcement is made that bidding for that item is closed, no further bids will be accepted for that item. Bids submitted from the floor will be compared with mailed-in or hand-carried bids (if authorized) to determine the high bid. Award of each item offered will be made to the highest responsible and responsive Bidder, item by item, as the sale progresses unless the Contracting Officer specifically announces that the award of a particular item must be delayed. Awards so delayed will be made on a later date by mailing or otherwise furnishing a notice of award to the successful Bidder. The amount of the high acceptable bid, and the name or registration number of the successful Bidder will be publicly announced. All awards publicly announced will be confirmed in writing. In the event that all bids are rejected, the amount of the high bid received will be publicly announced. Items for which all bids have been rejected may be reoffered during the sale or at a later date at the discretion of the Contracting Officer. Qualified, tie-in, all-or-none or combination bids will not be acceptable and will be rejected as non-responsive.

F. PARTIAL PAYMENTS.

(a) Payment shall be made as required within the time set forth in the Invitation, except that whenever mailed-in or hand-carried bids are authorized and a bid deposit is required, the successful Bidder present at the sale must make a partial payment on the day of the sale of at least 20% of the total amount awarded to him/her.

(b) Full or partial payments shall be made in the form prescribed in Condition No. 4, General Sale Terms and Conditions (Standard Form 114C).

(c) In the event the successful Bidder has on file an approved Deposit Bond-Annual, Sales of Government Personal Property (Standard Form 151), that deposit bond may be used in lieu of a 20% partial payment required in subparagraph (a), above, when its use is authorized as an acceptable form of partial payment in the Invitation. Deposit Bond-Individual Invitation, Sale of Government Personal Property (Standard Form 150) is also acceptable, if it has been approved in advance by the selling agency and its use authorized as an acceptable form of partial payment in the Invitation.

(d) The Purchaser agrees that in the event he/she fails to make partial payment on the day of the sale, as required by this clause, the contract price shall be increased in a sum equal to 5% of the amount of the required partial payment which remained unpaid on the date of the sale for each day that the amount remains unpaid not to exceed 20% of such amount. Such amount will be considered paid at such time as payment is deposited in the mail or with a telegraph company.