

**SALE OF SURPLUS PROPERTY
TO
[PURCHASER]**

THIS SALE OF SURPLUS PROPERTY AGREEMENT (this “Sale of Surplus Property”) is entered into as of the date signed below, between the City of Avondale, an Arizona municipal corporation (the “City”), and _____, a(n) _____ (the “Purchaser”).

RECITALS

- A. The Purchaser possesses the means to purchase and take possession of surplus City Property.
- B. Pursuant to Section 23.2701 of the City’s Procurement Policy, the City shall have the right to sell, lease, exchange, donate or otherwise dispose of City property in the best interests of the City.
- C. The City desires to enter into an Agreement with the Purchaser for the City to sell the Purchaser certain surplus City Property, as listed in Exhibit B.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Purchaser hereby agree as follows:

- 1. The Purchaser agrees to purchase the items listed in Exhibit B for the purchase price listed in Section II below. The Purchaser certifies that they are authorized to make an offer and execute this agreement. The Purchaser understands that by making an offer, they are making an enforceable offer to purchase the items. The Purchaser’s signature below certifies that they have read this statement and agree to all terms and conditions of sale contained or referenced herein and in the “Bill of Sale” listed in Exhibit A.
- 2. The City makes no warranty, expressed or implied, as to the quality, character, size, or description of the items offered. All sales are final, with no refunds or returns. Purchaser acknowledges that items are offered in “as is” condition. The City reserves the right to reject any or all bids and to waive any informalities.
- 3. The pre-bid meeting is Wednesday, October 19, 2022 at 9:00am via Zoom.
- 4. The Purchaser may view items for sale on Wednesday, October 19, 2022 at 11:00am.

5. Items are located at 12409 W. Van Buren Street Avondale, Arizona 85323 and must be removed from location within 16 calendar days from the date of Award. Any items not removed in the timeline given may be reclaimed by the City, and the City may accept the next highest bid or dispose of the surplus property as deemed to be in the City's best interest. The Purchaser is responsible for providing proper safety devices and equipment, licenses, and permits to meet all government safety standards and legal operating requirements, and for insuring awarded items against risk of loss, while they remain on the City's premises and throughout the removal process. The Purchaser is responsible for the removal of all items sold and shall be scheduled with Rick Carr rcarr@avondaleaz.gov 623-333-4023.

6. Offer

The Purchaser offers \$_____ for the items listed in Exhibit B. Payment will be made in the full amount by Cashier's Check or Certified Check made payable to the City of Avondale.

7. Offers are due Monday, October 31, 2022 at 4:00pm.

8. The Purchaser will be notified by email/phone of award within 48 hours of offer submittal.

9. Execution and Submission

I certify that I have read this offer document carefully and agree to abide by all of the terms and conditions contained or referenced herein:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company/Agency Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____ Telephone: _____

AWARD (For City of Avondale Use Only)

The Buyer shall not remove any items listed under this Agreement prior to the date this Agreement is executed by the City.

City of Avondale, an Arizona municipal corporation

_____ Date: _____

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth below.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Kevin Custer, Procurement Manager

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

“Purchaser”

a(n) _____

By: _____

Name: _____

Title: _____

EXHIBIT A

SALE OF SURPLUS PROPERTY AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
[PURCHASER]

[Bill of Sale]

See following pages

Bill of Sale

This Bill of Sale is entered into [as of/on] [DATE] by [SELLER NAME], a [STATE OF ORGANIZATION] [TYPE OF ENTITY] (“**Seller**”), in favor of the City of Avondale, an Arizona Municipal Corporation (“**Buyer**”). This Bill of Sale is for the purpose of transferring certain personal property as fully defined herein. Any capitalized terms used but not defined in this Bill of Sale, if any, shall have the meaning set forth in the Agreement.

1. Conveyance. For good and valuable consideration [in the amount of \$[PAYMENT AMOUNT]/in the [form/amount] paid under Section [NUMBER] of the Agreement], the receipt and adequacy of which Seller hereby acknowledges, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to Buyer, all of its right, title, and interest in and to the goods listed on Exhibit A attached to and made a part of this Bill of Sale] (“**Goods**”).

2. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THE AGREEMENT, THE SALE OF THE GOODS [THEREUNDER/HEREUNDER] IS "AS IS" AND WITH ALL FAULTS AND SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BY ACCEPTING THIS BILL OF SALE, BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF [EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT].

3. Further Assurances. Seller, for itself and its successors and assigns, hereby covenants and agrees that, at any time and from time to time on Buyer's written request, Seller will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Buyer and its successors and assigns title to the assets sold, conveyed, and transferred by this Bill of Sale.

4. Governing Law. This Bill of Sale and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Bill of Sale, whether sounding in contract, tort, or statute] are governed by, and construed in accordance with, the laws of the State of Arizona, United States of America (including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Arizona.

5. Incorporation of Agreement. This Bill of Sale incorporates by reference all of the terms of the Agreement, including but not limited to Seller's representations, warranties, covenants, and agreements relating to the Goods, as if each term was fully set forth herein. In the event of conflict between the terms of the Agreement and the terms of this Bill of Sale, the terms of the Agreement govern and control.

6. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

7. Limited Power of Attorney. Seller grants to Buyer a Limited Power of Attorney to execute on Seller's behalf any document required by the State of Arizona Department of Transportation, Motor Vehicles Division to transfer the title of the Property in Exhibit A from Seller to Buyer.

EXHIBIT B

SALE OF SURPLUS PROPERTY AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
[PURCHASER]

[Items for Sale]

See following pages



