



**Administrative Policy**  
**Public Surplus**  
**Finance – A502**

Effective Date:

YYYY

Revised Date:

November 2015

## **PUBLIC SURPLUS**

### **Summary**

The Town began selling its surplus items on-line at PublicSurplus.com. Items placed on-line are bid on by the public for a specific period of time. At the end of the period, the highest bidder buys the item. This saves the Town the cost and time of holding an annual on-site auction. Items are placed on-line by the departments, as needed, throughout the year.

### **Process**

A. Auction Payment and Pick Up Procedure (given to the winning bidder)

1. Congratulations on your winning bid. The Town of Payson appreciates your participation in our auction. Listed below are the instructions for payment and pick up.

Please bring the “Notice of Award” (emailed from PublicSurplus.com) along with payment and ID (Drivers License or MVD ID) to the Town of Payson, Finance Department, 303 N. Beeline Highway, Payson, AZ 85541, between the hours of 8 AM and 5 PM Mountain Standard Time Monday through Friday. If you have a tax exempt status, be sure to bring proof thereof. **(Note: Arizona is not on Daylight Savings Time.)**

2. NOTE: The successful bidder will be required to remit payment within seven (7) calendar days and remove the property within ten (10) business days from the date of Notice of Award. Accepted forms of payment are Cash, Certified Check, Cashier’s Check, Money Orders, Visa or Mastercard.
3. Once payment is made, the Finance Department will issue you a “Paid Receipt”. You may then contact the responsible party listed for that item and arrange for a mutually convenient pick up time.
4. Be sure to bring the “Notice of Award” with the “Paid Receipt” and personal identification such as a Drivers License or MDV ID to the pick up location. The person releasing the item will require you to show all three documents.



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5. If you are picking up an item for someone else, you will need all the items listed in #3 (photo copies are acceptable) plus a signed note from the designated “winning bidder” specifically naming you as their authorized representative, along with your own ID.
6. If paying by MAIL, send your payment to the “Town of Payson” at the address listed in #1. Once your payment is received the Finance Department can fax or email your “Paid Receipt” to you, you may then follow steps 2 through 4.

B. Town of Payson Disclaimer

Town of Payson Property Disposal Office Disclaimer:

**TOWN OF PAYSON WILL NOT SHIP**

Sale of all surplus property is, as is and where is, without warranty. The description of surplus property offered for sale has been compiled from available data, but there is no guarantee or warranty on the part of the Town of Payson as to condition or quality of surplus property. The Town of Payson reserves the right to withdraw any items being offered. No service of any kind will be furnished by the Town of Payson, and the successful bidder shall assume any cost of weighing, packaging, crating, loading, and hauling, unless otherwise indicated. No refunds or adjustments will be made on any award(s). Bids submitted shall remain firm and effective for a period of seven (7) days following the closing date. Successful bidder will be required to remit payment within seven (7) calendar days and remove property within ten (10) business days from date of notice of award. No property may be removed by the purchaser prior to making full payment. Buyer is responsible for paying the 8.6% sales tax over the final sell price. Pick-up hours are by appointment only.

Make checks payable to:

Town of Payson

Send to:

Silvia Smith

Town Clerk

303 N. Beeline Highway



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C. Sale of Equipment and/or Vehicle(s)

**TERMS AND CONDITIONS**

**Condition of Sale:** The sale of Town equipment and/or vehicle(s) is in an “As Is” condition, with all faults and without warranty. The description of the equipment and/or vehicle(s) offered for sale has been compiled from data available but there is no guaranty or warranty on the part of the Town as to condition, description of the equipment and/or vehicle(s) or quality. The Town reserves the right to withdraw any equipment and/or vehicle(s) being offered for sale. All costs associated with sale of the equipment and/or vehicle(s), including but not limited to loading, freight, insurance, shipping of equipment and/or vehicle(s) and taxes are the successful Bidder’s responsibility. The sale of the equipment and/or vehicle(s) will be to the highest responsive and responsible Bidder. There shall be no refunds or adjustments on the successful Bidders price. All sales are final.

**Omissions:** The Town is not responsible for any omissions or errors in the description of the equipment and/or vehicle(s) offered for sale.

**Inspection:** The Town shall have the equipment and/or vehicle(s) available for inspection by appointment only and prior to the start of bidding. Equipment and/or vehicle(s) will be available for viewing from 8:00 AM – 5:00 PM for two (2) days before putting the equipment and/or vehicle(s) up for bid. Bidders must adhere to the inspection dates and times indicated in the equipment and/or vehicle(s) description and contact only the person(s) listed to schedule an inspection.

**Bids:** Bids submitted shall remain firm for a period of seven (7) days following the closing date of bids. The successful Bidder shall be required to remit payment within seven (7) calendar days after notice of successful bid and remove the property within ten (10) business days from the date of successful bid. The Town reserves the right to withdraw any equipment and/or vehicle(s) from the sale up until the time the sale of the bid on any equipment and/or vehicle(s). The Town further reserves the right to advertise for new bids if, in the judgment of the Town, the best interest of the Town will be promoted thereby.



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**Award of Sale Item:** At the time auctioneer awards sale of equipment and/or vehicle(s) to bidder, a legally binding contract is established between the Town of Payson and the Bidder. The Town of Payson will pursue legal remedies allowed by law against any Bidder who fails to make required payments.

**Payment Terms:** Upon successful bid of the equipment and/or vehicle(s), the successful Bidder shall pay by Cash, Cashier's Check, Certified Check, Money Order, Visa or Mastercard payable to the Town of Payson within seven (7) days of the sale the successful bid amount. ANY BIDDER WHO, FOR ANY REASON FAILS TO MAKE PAYMENT ON EQUIPMENT AND/OR VEHICLE(S) WITHIN THE SPECIFIED TIME FRAME SHALL NOT BE ALLOWED TO BID ON FUTURE AUCTIONS. ALL PURCHASED EQUIPMENT AND/OR VEHICLE(S) MUST BE REMOVED BY SUCCESSFUL BIDDER WITH NO DEBRIS OR UNWANTED EQUIPMENT AND/OR VEHICLE(S) LEFT AT THE PICKUP LOCATION. ANY BIDDER WHO FAILS TO REMOVE ALL EQUIPMENT AND/OR VEHICLE(S) WITHIN THE SPECIFIED TIME FRAME SHALL NOT BE ALLOWED TO BID ON FUTURE AUCTIONS.

**Taxes:** Any and all taxes, federal, state and local, due on the sale of the equipment and/or vehicle(s) shall be paid by the successful bidder to the appropriate agency.

**Liability:** The successful Bidder shall assume all liability for the equipment and/or vehicle(s) after the award is made and the Town is not responsible for any loss or damage to the equipment and/or vehicle(s) upon sale. The equipment and/or vehicle(s) shall not be removed from the possession of the Town prior to full payment.

**Applicable Law and Dispute Resolution:** Any contract resulting from the bid for the equipment and/or vehicle(s) shall be governed and construed in accordance with the internal laws of the State of Arizona. Any dispute, controversy, claim or cause of action arising out of or related to this Agreement may, but in no event need, be settled by submission, with the written consent of both Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. 12-1501, et seq., and judgment upon any award rendered by the arbitrator(s) shall be entered in the Superior Court of Gila County, Arizona, or any such dispute, controversy, claim or cause of action may be mediated or may be litigated in the Superior Court of Gila County, Arizona. Both parties consent in advance to such venue and jurisdiction and waive any right the Gila County is an inconvenient forum or



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improper forum based upon lack of venue. Neither Party shall be entitled to recover any of its attorney fees, costs or expert witness fees from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorney's fees, costs and/or expert witness fees, without contribution from the other Party, whether the same is resolved through arbitration, litigation in a court of other wise.

Revisions:

November 2015-Updated for a 5 day work week rather than the 4 day work week as written.