

## History

In 1999, the Purchasing Director of a large school district in Utah contacted us. His programmers were trying to build an internet based surplus auction system. The district wanted a system to replace the live auction approach used in the past, with little success. Knowing we created internet auction systems, he asked if we could help.

He had three main requirements. The system must:

1. Provide a detailed audit record of all activity.
2. Be able to automatically reallocate surplus items internally.
3. Provide a dynamic bid auction for those items not internally reallocated.

Intrigued, we decided to do some research in Utah, as well as other states. It would be important to assess the level of need other public agencies may have for a complete surplus inventory management system. Ninety-four agencies, including cities, counties, school districts and colleges, were contacted during this research. It was determined that none of these agencies were in full compliance with their state's regulations or policies. Problems were found relating to record keeping, reallocation and/or collusion avoidance. Moreover, the processes for managing surplus inventory operations were generally disorganized.

It became apparent to us that there was a great need no other company was filling. A system that could manage an agency's entire surplus inventory operations, while assuring compliance with government regulations and policies, would become a great benefit to the public sector. Our past experience with public agencies, along with the information we had gathered, gave us a head start in creating such a system. So, we moved forward, confident that we had the keys to make the best surplus management system specifically designed for the needs of public agencies.

A year later we introduced the Public Surplus System to the purchasing director whose questions started us on this journey. Since that time hundreds of agencies across the country have registered on the system. Their surplus inventory has become more automated and streamlined making it much easier to manage. The accessibility of the internet, along with the efforts of our Buyer Contact Department, have helped these agencies generate 30-200% more net revenue than any other method previously utilized.

We feel the ease of use, audit trails, internal reallocation features, and overall increase in net revenue, make Public Surplus the best available surplus management tool.

## Auction Payment and Pick Up Procedure

Congratulations on your winning bid. The *City of New Port Richey* appreciates your participation in our auction. Listed below are the instructions for payment and pick up.

- 1.) Please bring the “Notice of Award” (emailed from PublicSurplus.com) along with payment and ID (Drivers License or DMV ID) to **City Hall at 5919 Main St. New Port Richey FL 34652** between the hours of 9:00AM and 3:00PM Eastern Time Monday through Friday.

NOTE: The successful bidder will be required to remit payment within five (5) business 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, or Money Orders.**

- 2.) Once payment is made, the Cashier 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.
- 3.) Be sure to bring the “Notice of Award” with the “Paid Receipt” and personal identification such as a Drivers License or DMV ID to the pickup location. The person releasing the item will require you to show all three documents. If you have a tax-exempt status, be sure to bring proof thereof.
- 4.) If you are picking up an item for someone else, you will need all of the items listed in #3 (photo copies are acceptable) plus a note from the designated “winning bidder” specifically naming you as their authorized representative, along with your own ID.
- 5.) If paying by MAIL, send your payment to “*City of New Port Richey*” at the address listed in #1. Once your payment is received the Cashier will e-mail your “Paid Receipt” to you, you may then follow steps 2 through 4 and have your designated representative or common carrier pick up your merchandise.

## Terms and Conditions

### ONLINE SALES – TERMS AND CONDITIONS

**Guarantee Waiver.** All property is offered for sale “as-is, where-is.” *City of New Port Richey* makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

**Description Warranty.** *City of New Port Richey* warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If *City of New Port Richey* confirms that the property does not conform to the description, *City of New Port Richey* will keep the property and refund any money paid. The liability of *City of New Port Richey* shall not exceed the actual purchase price of the property. Please note that upon removal of the property, **all sales are final.**

**Inspection.** Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description or contact the person listed to schedule an inspection.

**Consideration of Bid.** *City of New Port Richey* reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

**Notice of Award.** Successful bidders will receive a Notice of Award by email from PublicSurplus.com

**Payment.** Payment in full is due not later than **10 working** days from the time and date of the Notice of Award. Payment shall be in the form of:

Currency

Cashier's Check

Certified Check

Money Order

Checks shall be made payable to: *City of New Port Richey*. Payments shall be made at the location listed in the Notice of Award.

**Removal.** All items must be removed within **10 working** days from the time and date of issuance of the Notice of Award. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Notice of Award. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will *City of New Port Richey* assume responsibility for packing, loading or shipping. Property may be removed between the hours of and , Monday through Friday, excluding legal holidays. For additional information, please contact **Bill Gregoire, (727) 841-4540, [gregoireb@cityofnewportrichey.org](mailto:gregoireb@cityofnewportrichey.org).**

**Vehicle Titles.** *City of New Port Richey* will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. *City of New Port Richey* will not issue replacement titles.

**Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time.

Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, ***City of New Port Richey*** may exercise such rights and may pursue such remedies as are provided by law.

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified.

**State/Local Sales and/or Use Tax.** ***City of New Port Richey*** will collect sales tax on non vehicles if applicable.

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