



Herman G. Honanie  
CHAIRMAN

Alfred Lomahquahu, Jr.  
VICE-CHAIRMAN

Office of Financial Management

***Sale of Surplus Property***

***Closing Date: 10/09/2015***

The Hopi Tribe's sale of surplus property is "as is and where is", without warranty, all terms and conditions apply. The description of the surplus property offered for sale has been compiled from available information, but there is no guarantee or warranty on the part of the Hopi Tribe as to the condition or quality of surplus property. The Hopi Tribe reserves the right to withdraw any items being offered.

No service of any kind will be furnished with regard to the surplus property, and the successful Buyer shall assume any cost of loading or hauling.

Bids submitted shall remain firm and effective for a period of ten (10) days following the closing date. The successful Buyer will be required to remit payment within ten (10) working day and to remove property within (10) working days from the date of the Notice of Award. No refunds or adjustment will be made on any award(s).

Inspection days are Monday through Friday, 8:30 am to 3 pm up to closing date. Contact the Procurement Office at 928-734-3353 or 3351 to set up an appointment. No property may be removed by the Buyer prior to making full payment and without an appointment.

**TERMS AND CONDITIONS:**

**Guarantee Waiver:** ALL ITEMS ARE BEING SOLD "AS IS", WITH NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Buyer is not entitled to any payment for loss of profit or any other money damages - special, direct, indirect, or consequential. Nothing in this process shall be deemed to constitute a waiver of sovereign immunity of the Hopi Tribe.

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

**Inspection:** The surplus item description has been included to assist in identifying the sale item. This information has been compiled from the information that is presently available to the Hopi Tribe and is not warranted to be accurate. All interested parties are encouraged to inspect the sale items prior to bidding. Most items offered for sale are used and may contain defects not immediately detectable. Contact (928) 734-3353 or 3351 for an inspection appointment prior to the closing date.

**Consideration of Bid:** The Hopi Tribe reserves the right to reject any and all bids and to withdraw from sale of the items listed.

**Notice of Award:** The successful buyer will receive a Notice of Award by letter which may be emailed or mailed by the Tribe.

**Payment:** Payment in full is due not later than ten (10) working days from the time and date of the Notice of Award and shall be made in the form of a Cashier's check or Money Order made payable to the Hopi Tribe and mailed or delivered to the Hopi Tribe's Treasurer's Office. Please include a copy of the Notice of Award with your payment to ensure prompt processing of the sale.

**Removal:** Property may be removed between the hours of 8:30 am and 3 pm., Monday through Thursday, excluding Holidays observed by the Hopi Tribe. All items must be removed within 10 working days from the time and date of issuance of the Notice of Award. Purchases will only be released upon receipt of full payment as specified. The Buyer is responsible for removal from the location indicated on the Notice of Award and will make all arrangements and perform all work necessary, including packing, loading and transportation of property. Should the Bidder use a third party to remove the purchased item, Buyer must ensure that the Third Party has a copy of the receipt and has written authorization to remove the purchased item. Under no circumstances will the Hopi Tribe assume responsibility for removal. If the bidder fails to meet the deadline to remove the purchased item, the Hopi Tribe may charge the bidder a storage fee of \$25.00 per item per day, payable prior to pickup of the purchased item(s). If the Buyer has not made arrangements to remove or pick up the item within thirty (30) calendar days and has paid any and all applicable storage fees, the Bidder shall be deemed to have ceded ownership to the Hopi Tribe. Thereafter, the Hopi Tribe may dispose of the items as it deems reasonable and will retain any proceeds therefrom.

**Default:** Default shall include: 1) failure to observe these Terms and Conditions; 2) failure to make good and timely payment; 3) failure to remove all items within the specified time. Default may result in termination of the Notice of Award and suspension from participation in all future sales until the default has been fully resolved. If the Buyer fails to meet the obligations herein, the Hopi Tribe may exercise such rights and may pursue such remedies provided by law.

**Vehicle Titles:** The Hopi Tribe will issue a title or certificate upon receipt of payment. Titles are subject to any and all regulations or restrictions of the Arizona Department of Motor Vehicles. Open titles cannot be issued. The Hopi Tribe will not issue replacement titles.

**Acceptance of Terms and Conditions:** By submitting a bid, any potential Buyer agrees that said Buyer has read, fully understands and accepts these Terms and Conditions, and agree to pay for and remove the property, if the Buyers bid is accepted by the dates and times specified.

**Indemnification:** Bidder agrees for and on behalf of bidder, bidder's heirs, successors and assigns that bidder shall indemnify and hold the Hopi Tribe harmless from and against any claim, demand, or cause of action arising or alleged to have arisen out the sale or failure to sell any item of surplus property including claims for personal or bodily injury, death or contract damages.



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***SURPLUS VEHICLE BID FORM:***

*Bids for the following vehicles (as is) are being accepted until 5:00 PM on October 9, 2015. All bid forms shall identify the number associated with the vehicle and must include a name and working telephone number. Bids shall be no less than \$100 per vehicle. Use a separate bid form if bidding on more than one vehicle.*

Address, Mail/Deliver Bid in a sealed envelope to: Attention: Surplus Vehicle Bid  
The Hopi Tribe – OFM/Procurement  
PO Box 123  
Kykotsmovi, AZ 86039

*\*\*Deposit all delivered bids in the mail slot at the Front Desk area.*

To schedule a time and date to inspect, please call (928) 734-3353 or 734-3351 or email [RFPBids@hopi.nsn.us](mailto:RFPBids@hopi.nsn.us)

**Vehicle Descriptions:**

- |   |   |
|---|---|
| 1. 2001 Dodge Caravan (G-944CN)                 | 19. 1996 Ford F-250 (G-093BR)             |
| 2. 2001 Chevy Van Wheelchair Accessible G-590CV | 20. 1990 Chevy ¾ Ton PickUp (G-020AT)     |
| 3. 2003 Dodge Durango (G-391CY)                 | 21. 2000 Chevy Silverado (G-939CN)        |
| 4. 2006 Toyota Sienna Mini Van (G-704ES)        | 22. 2003 Ford F250 ¾ Ton PickUp (G-938DJ) |
| 5. 2009 Chevrolet Suburban (G-760FX)            | 23. 2003 Ford F250 ¾ Ton PickUp (G-936DJ) |
| 6. 1997 Ford E-350 Club Wagon (G-123BL)         | 24. 2003 Ford F250 ¾ Ton PickUp (G-937DJ) |
| 7. 1998 Ford Ecoline 15 Passenger Van (G-007BJ) | 25. 2003 Ford F250 ¾ Ton PickUp (G-939DJ) |
| 8. 1998 Chevrolet Astro Van (G-574BM)           | 26. 2007 Chevy Tahoe (G-865EV)            |
| 9. 2004 Chevrolet Express (G-392CY)             | 27. 2010 Toyota Sienna Mini Van (G-930EV) |
| 10. 2002 Chevrolet Venture Van (G-921DJ)        | 28. 1992 Chevy Pick Up 4x4 (G-695BS)      |
| 11. 2001 Ford Taurus (G-396DA)                  | 29. 2006 Ford Taurus (G-391EJ)            |
| 12. 2004 Chevrolet Impala (G-382CY)             | 30. 1988 Chevy Pick Up 4x4 (LG-35C6)      |
| 13. 2006 Chevrolet Uplander (G-393EJ)           | 31. 1985 Chevy Dump Truck (LG-676W)       |
| 14. 1998 Ford Windstar (G-793CB)                | 32. 1991 Chevy Pick Up (G-229AC)          |
| 15. 2002 Nissan Sentra (G-933DJ)                | 33. 1998 Chevy Flat Bed (G949DW)          |
| 16. 1997 Ford Taurus (G-927BN)                  | 34. 2003 Chevy Tahoe (G-980DJ)            |
| 17. 2002 Nissan Sentra (G-931DJ)                | 35. 2003 Chevy Tahoe (G-976DJ)            |
| 18. 2010 Toyota Sienna Mini Van G-931EV         | 36. 2003 Chevy Express Van (G-974DJ)      |

**Vehicle Number:** \_\_\_\_\_ **Bid Amount:** \_\_\_\_\_

**Bidders Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Signature:** \_\_\_\_\_