Invites you to Participate in a

PUBLIC AUCTION

OF SURPLUS

GOVERNMENT PERSONAL PROPERTY

BULK COMPUTER EQUIPMENT / LABORATORY EQUIPMENT / MISCELLANEOUS OTHER ELECTRONIC EQUIPMENT

Materiel Management Service Center

6351Ammendale Road, Beltsville, MD 20705

**ACCEPTABLE FORMS OF PAYMENT FOR SALES ITEMS ARE**

**MASTER CARD, VISA, AMERICAN EXPRESS & DISCOVER**

**BANK OR CREDIT UNION ISSUED CERTIFIED CHECKS, MONEY ORDERS**

**(ALL CHECKS AND MONEY ORDERS MUST BE MADE PAYABLE TO U.S. DEPARTMENT**

**OF AGRICULTURE).**

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| SALE # CEPO-21-002 | | |
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| SALE | | |
| Thursday, August 12, 2021 | 9:00 AM | 3:PM |
|  | | |
| INSPECTION | | |
| Tuesday, August 10, 2021 | 9:00 AM | 3:PM |
| Wednesday, August 11, 2021 | 9:00 AM | 3:PM |

**\*\*\*\*\*\*\*\*\*\*OPEN TO THE GENERAL PUBLIC\*\*\*\*\*\*\*\*\*\*\***

**GENERAL SALES TERMS AND CONDITIONS**

This sale is to be held in accordance with the provisions of Standard Form 114C, General Sale Terms and Conditions, April 2001 in accordance with the following special terms and conditions:

**ELIGIBILITY OF PURCHASERS:** Personnel employed at the U.S. Department of Agriculture Beltsville Service Center, which includes members of their immediate families (immediate family is defined a persons living in their household) may not purchase this property. Purchasers must be at least 18 years of age. The public is welcome to participate in this sale.

The Purchaser warrants that he/she is not delinquent in the payment of any debt to the United States Government resulting from prior purchases of surplus personal property. In the event the Government determines after award that the purchaser has breached this warranty, the Government shall have the right to void the contract without liability.

**DISPUTES:** All disputes arising from the sale of surplus personal property listed in this offering must be directed to the MMSC/CEPO Sales Officer. Any contracts resulting from this offering are subject to the Contract Disputes Act of 1978, public law 95-563, which is incorporated by reference.

Any oral statement or representation by any representative of the Government, changing or supplementing this invitation or any conditions thereof, is unauthorized and shall confer no right upon the Government or Purchaser.

**The Government reserves the right to reject unacceptable offers for the items or lots offered on this sale.**

# NOTICE TO PURCHASERS: You are cautioned to purchase only those items you are prepared to pay for and remove in accordance with the terms and conditions of this sale. All items awarded to you are contractually yours and must be paid for and removed within the time period allowed by this invitation.

**DEFAULT CLAUSES:** Failure to pay for and/or removal will subject you to pay liquidated damages at a sum equal to the greater of (A) 20% of the purchase price of the item (s) as to which the default has occurred, or (B) a $25.00 default fee. If the property goes into default, the property will immediately revert back to the government. In the event that the customer has already paid for the property the liquidated damages will be deducted from the payment and the remainder of the payment will be returned to the customer. In cases where the customer has not paid for the property and/or the payment is not enough to meet the $25.00 default limits the customer will be required to pay all liquidated damages prior to participating in any future sale at the USDA/CEPO. This includes but not limited to Auction, Fixed Price, Negotiated and any other sales being held at USDA/CEPO.

“CONDITION OF PROPERTY IS NOT WARRANTED, ALL PROPERTY LISTED IN THIS INVITATION IS OFFERED IN AS-IS CONDITION”

**DESCRIPTION WARRANTY:** The Government warrants to the original purchaser that the property listed in this Invitation will conform to its description. Any defect in the property reported to the government will be reported to the customer via this catalog. However, absence of any indicated deficiencies does not mean items may not have deficiencies. This warranty is in place of all other guarantees and warranties, expressed or implied. The Government does not warrant the merchantability of the property or its purpose. The purchaser is not entitled to any payment for loss of profit or any other money damages, special, direct, indirect, or consequential. It is incumbent upon the purchaser to remove all labels and tags from the property, prior to the resale of the property purchased.

## PURCHASERS ARE CAUTIONED TO INSPECT BEFORE BUYING

**!!!! PURCHASE AT YOUR OWN RISK!!!!**

ACCEPTABLE FORMS OF PAYMENT AND TERMS:

1. **Master Card, Visa, American Express & Discover**
2. **Bank or Credit Union issued Certified Checks**
3. **Money Order**

Checks and other forms of payments must be made payable to the United States Department of Agriculture.

**All purchases must be removed before 3:00pm on AUGUST 17, 2021**

**All purchases must be paid in full by 3:00pm the day of the sale.**