

The Virginia Department of General Services (DGS) has been approached by a major retail auto parts company with a donation of auto parts that the company has determined to be “non-working inventory”, i.e. inventory that is not projected to sell within 4 years. The quantity of goods offered is significant. DGS is willing to accept receipt of those parts for which state agencies, localities, and other public bodies have identified a use. Public bodies (hereinafter referred to as “recipients”) interested in receiving parts from this donated supply must first agree to the terms stipulated in this Agreement.

Because of the volume of inventory at issue, the auto parts company is able to hold the parts for a limited period of time and therefore interested recipients will need to quickly identify parts they wish to receive, no later than **(14 calendar days from standing-up list)**. The terms and conditions that will apply to the receipt and distribution of such parts are outlined below. The purpose of this phase of the process is to gather requisition information from recipients. DGS is still negotiating the final terms of an agreement with the auto parts company. It is possible that final agreement will not be reached and no parts will be available.

Interested recipients shall use eVA to request parts. For information on registering with eVA, a complete list of the auto parts available, and instructions for completing a parts order please visit <http://www.eva.virginia.gov/autoparts>

1. ALL PARTS ARE PROVIDED ON AN AS IS BASIS WITHOUT WARRANTY AND RECIPIENT’S USE THEREOF IS AT ITS OWN RISK. NEITHER THE AUTO PARTS COMPANY NOR THE COMMONWEALTH MAKE AND HEREBY SPECIFICALLY DISCLAIM, AND RECIPIENT RELEASES AND WAIVES, ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND PURPOSE, NON-INFRINGEMENT, TITLE OR ANY WARRANTY ARISING UNDER STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL THE AUTO PARTS COMPANY OR THE COMMONWEALTH BE LIABLE TO RECIPIENT FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE USE OR PERFORMANCE OF THE PARTS.
2. Parts are for RECIPIENT’S USE ONLY. They may not be resold, given away or introduced into the retail market.
3. Recipients will be charged a processing fee for each part ordered. The processing fee charged covers the administrative costs incurred by DGS and is identified in the catalog of parts posted on the eVA web-site. By requisitioning a part from the eVA web-site, the recipient agrees to pay the applicable processing fee.
4. Recipients must pay all costs to ship the parts from Richmond, Virginia to recipient’s designated location(s). Alternatively, recipient may pick up its parts, at recipient’s expense, from the DGS Surplus Property warehouse located at 1910 Darbytown Road, Richmond, Virginia 23231 or the DGS Surplus Property warehouse located at 800 East Main Street, Wytheville, Virginia 24382. There will be no shipping costs incurred if

recipient pick up its parts directly. Parts must be picked up within five (5) working days from the date that DGS confirms to recipient that its parts request is ready. Parts not picked up within the five day period may be put back into inventory and made available to other recipients. Recipients must indicate their election to pick up parts at the time their orders are placed. DGS may not be able to comply with later requests for direct pick-up.

5. An invoice for all processing fees and any applicable shipment costs will be provided with recipient's order. Payment is due to DGS within 30 days of receipt of valid invoice.
6. The contractual clauses required in Va. Code § 2.2-4354 are incorporated herein by reference.
7. DGS will strive to fill requests based on the order in which they are received. NO WARRANTIES ARE MADE REGARDING THE ACCURACY OF THE CATALOGUE PROVIDED OR FULFILLMENT OF TIMELY REQUESTS FOR PARTS.
8. If there are errors in shipment, recipients must notify DGS by sending an email to [auto.parts@dgs.virginia.gov](mailto:auto.parts@dgs.virginia.gov) within two (2) days of receipt. Upon receiving a timely notification of error, DGS will investigate claimed error and provide the recipient with options for correction. NO WARRANTIES ARE MADE REGARDING ACCURACY OF SHIPMENTS OR CORRECTIONS OF ORDERS.
9. Contractual claims shall be processed in accordance with the procedure in Va. Code § 2.2-4363. The public body receiving a contractual claim shall issue its final decision on the claim within ten days after it is submitted.

The authorized official whose signature appears below has committed his/her entity to the above terms and conditions effective this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_