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Environmental Performance Systems

Online Auction

Auction closes
Tuesday, October 8, 2013 10:00AM EDT
(Soft Closing)



Blackbird Asset Services, LLC
5586 Main Street Suite 204
Williamsville, NY 14221
716-632-1000
www.blackbirdauctions.com

September 2013

Dear Prospective Buyer:

Thank you for inquiring about another incredible opportunity from Blackbird Asset Services, LLC. Environmental Performance Systems will be an onsite and online auction. We have prepared the enclosed information and equipment catalog in an effort to assist you in your due diligence prior to the online auction that closes Tuesday, October 8th at 10:00AM EDT.

As with any auction, prior to bidding, it is important that you read all of the available information, you do your own research, and that you thoroughly understand the terms and conditions of the auction. Each auction can have its own set of terms depending upon the type of auction being conducted.

The actual bidding platform with a catalog and larger (multiple) photos of the equipment can be found at: <https://www.proxibid.com/asp/Catalog.asp?aid=71071>
You can follow this link directly to log in, register and bid.

If at any time you have a question about this auction and/or the bidding process or to schedule an inspection please call our office at 716-632-1000 or contact us by email at info@blackbirdauctions.com . Our objective is to help answer all of your questions prior to the auction.

Good luck at the auction!

Sincerely,

Blackbird Asset Services, LLC



David A. Fiegel
President



Auction Bidder Agreement

Bidder and Auctioneer agree that the Terms and Conditions listed below shall govern this Online Auction sale:

1. All persons seeking to register to bid must present a valid credit card to register online. In addition, Auctioneer reserves the right to verify the validity of all cashier's checks or certified funds drawn from lending institutions.
2. The "Bidder" becomes a "Buyer" upon the closing of the lot and the Auctioneer's acceptance of their bid on one or more items in the Auction sale.
3. FULL PAYMENT must be made immediately for your purchase at the Auction. Following the Auction you will receive an invoice via email that will detail your winning bids. Your payment should be made in the form of: Credit Card (for purchases under \$5,000), or wire transfer (see wire instructions on invoice). Special arrangements can be made for cash, company check with bank letter of guarantee, cashier's check, certified check, if paying on site but must be preapproved in writing by auctioneer. Contact Auctioneer for details upon receipt of your invoice.
4. Items left unpaid for more than 48 hours will be resold at the risk and expense of the Buyer. In the event that a Buyer fails to pay the entire purchase price (in addition to the Buyer's premium and any applicable tax) within 48 hours or otherwise fails to comply with these Terms and Conditions, Auctioneer and the Seller will retain any deposit paid as liquidated damages without notice. Auctioneer and the Seller reserve the right to resell such items without notice, and the defaulting Buyer shall be liable to Auctioneer and Seller for any resulting deficiency, including costs incurred in storing and reselling such items.
5. Auctioneer shall charge and collect from each Buyer a Buyer's premium of 15% for each sale at the Auction, in addition to the purchase price as bid.
6. All items in the Auction shall be sold to the highest bidder; provided, however, that some items may be auctioned with minimum reserve prices, and/or subject to Seller's right of confirmation. Auctioneer reserves the right to reject any bid that is only a minimal increase over the preceding bid, that is not commensurate with the value of the item being offered or that Auctioneer believes was made illegally or in bad faith. Further, Auctioneer may bid at the Auction either for its own account or on behalf of the Seller or a third party. All sales are final. No returns or refunds will be permitted for any reason whatsoever.
7. Collection of applicable taxes will be in accordance with the laws of the State of Florida, and at a rate determined by the county of registration in Florida. Auctioneer reserves the right to charge and collect tax on all purchases, shifting the burden of determining any 'tax exempt' status to the purchaser (if applicable). In such case tax refunds will be issued by the respective state. Some items in this sale may be subject to U.S. export control regulations.
8. For any purchase paid in cash with a value of \$10,000 or greater, Buyer is required to complete US Treasury Dept. form #8300 at the time of purchase.
9. Removal and shipment of purchased items will be the sole responsibility of the Buyer. NO MATERIAL HANDLING EQUIPMENT OR TOOLS WILL BE MADE AVAILABLE BY THE SELLER OR AUCTIONEER FOR BUYERS' USE DURING ITEM REMOVAL. All Buyers and/or their agent riggers MUST comply with all insurance requirements as noted in the downloadable PDF Auction catalog. Removal is by appointment ONLY and all purchases must be removed by October 16. Additional charges will apply to any buyer that holds over or requests additional time to remove their purchases.
10. The Buyer becomes fully responsible for, and assumes all risk of loss and damage to items purchased until items are removed from the Auction site whether or not the removal deadline has passed. If the Buyer does not remove an item within the announced removal period, Auctioneer and the Seller may, in their sole discretion, deem the item to have been abandoned by the Buyer and the Buyer will have no further rights with respect to the item.
11. In the event of any dispute concerning the winning bid price for an item, the record kept by Auctioneer shall control. In any dispute between two or more bidders, the Auctioneer's decision shall be absolute and final.
12. ALL ITEMS ARE SOLD AS IS, WHERE IS AND WITH ALL FAULTS. NEITHER SELLER NOR AUCTIONEER MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY, VALUE OR CONDITION OF ANY ITEM. AUCTIONEER AND SELLER EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
13. No sale shall be invalidated by reason of any defect or inaccuracy in any description or listing, and no liability shall be borne by the Auctioneer with respect to such errors. All information has been obtained from sources generally believed to be reliable, but the accuracy cannot be guaranteed or warranted by the Auctioneer. Bidder acknowledges it is their responsibility to inspect all items and to make their own inquiries.
14. The aggregate respective liability of Seller or Auctioneer in respect of any other loss or damage suffered by a Buyer and arising out of or in connection with these Terms and Conditions or arising out of or in any way connected with a Buyer's participation in the Auction, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed (i) in the case of the Seller, the amount of the purchase price paid by the Buyer; and (ii) in the case of the Auctioneer, the Buyer's premium paid by the Buyer, in each case in respect of the goods which are the subject of the claim.
15. Buyers acknowledge that an Auction site or the Seller's site is a potentially dangerous place. Flammable, noxious, corrosive and pressurized substances may be present. Heavy equipment may be operated, and electrical circuits may be live. Every person enters such site at his or her own risk with notice of the condition of the premises and the activities that will be or have been conducted on the premises. Buyers shall so advise their agents and employees. No person shall have any claim against Auctioneer, the Seller or their respective agents or employees for any injuries sustained or for damages to or loss of person or property that may occur at such site.
16. These Terms and Conditions are incorporated and merged with any sale specific Terms and Conditions that may be distributed via our online bidding site and or at the physical auction location.

These Terms and Conditions are for the online auction of Environmental Performance Systems, Oct 8, 2013 v1.

BUYER'S PREMIUM

**A BUYER'S
PREMIUM OF
15% APPLIES
TO ALL
PURCHASES.**

REMOVAL DATES ARE

Removal will be by appointment ONLY

Please contact our office at 716-632-1000 or by email at info@blackbirdauctions.com to make an appointment for your rigger to gain access to the facility and remove your purchases.

PROCEDURES FOR EQUIPMENT REMOVAL

1. All Riggers/Buyer's must present authorized Blackbird personnel with an original insurance certificate in the amount of at least \$2,000,000.00 prior to commencing any removal activities (see attached sheet). The auctioneer has the right to reduce or eliminate these requirements at his sole discretion.
2. Should any pits, floor bolts or hazard of any type exist after removal of equipment, it is the responsibility and cost of the buyer to guard these areas using generally accepted safety practices, such as safety tapes, pipes or bars welded in place, or suitable safety barrier, acceptable to Blackbird. All floor bolts and/or anchoring fasteners are to be cut flush to the floor and the area left broom clean. All electric wiring and utility piping must be safely disconnected and capped at the incoming main switch or valve, which will remain in the building, unless otherwise specified.
3. Machines are to be staged for loading in the area assigned by Blackbird personnel.
4. Any hydraulic fluid or oil leaks are the Rigger/Buyer's responsibility to clean up. Miscellaneous conduit, wires and threaded studs in cement must also be removed.
5. It is the responsibility of the Rigger/Buyer to disconnect all electrical power to the machines and needs to be done by a licensed tradesman. Please check to make sure the power is off to the machines before disconnecting. In cases where the seller is responsible for disconnect, you will be notified in advance.
6. No trucks are to be left running in an enclosed building. Blackbird is not liable for equipment and tools left on the premises.
7. Bridge cranes and hoists may be used only by Rigger/Buyers with crane insurance on their certificate and only with the written permission of crane owner.
8. Liable for Damages - Any surface or structural damage to walls, ceilings, floors, overhead doors, gates, etc. will be Rigger/Buyer's responsibility. Blackbird personnel are instructed to report damage to the Home Office and plant personnel immediately. Rigger/Buyers will not be permitted to leave with equipment until repairs are made.
9. Theft will not be tolerated and we reserve the right to inspect all trucks, toolboxes and rigger cases. Instances of theft will result in the immediate termination of removal privileges and full-allowed prosecution by law.
10. Rigger/Buyers must present a copy of the customer's invoice to authorized Blackbird personnel prior to removal of any equipment, along with an executed authorization from the customer allowing the Rigger to remove selected equipment.
11. Rigger/Buyer must take full responsibility for and exercise all reasonable care to ensure that there is no release to the environment of any hazardous wastes or substances as are defined in applicable Federal, State and Local Statutes, Regulations, Rules or Ordinances.

NO WARRANTIES:

Every item and lot in this auction is sold: (a) "AS-IS, WHERE-IS AND WITHOUT RECOURSE," and (b) with no warranties, guarantees or representation of any kind or variety, whether expressed, implied or otherwise.

PAYMENT

Although you register with a credit card we DO NOT automatically charge your card. Payment may be made by cash, certified funds, company check, wire transfer, ACH or credit card. You will be forwarded an invoice by email upon the completion of the auction and contacted by us to facilitate payment. Removal scheduling will not be permitted until all funds clear our account.

Visa and Mastercard will be accepted at this auction up to \$5,000.00.

BUYER'S PREMIUM

A BUYER'S PREMIUM OF 15% WILL BE ADDED TO THE BID PRICE FOR EACH LOT FOR BUYER'S WHO PAY IN THE FORM OF CASH, CASHIER'S CHECK, COMPANY CHECK (WITH A LETTER OF GUARANTEE), CREDIT CARD OR WIRE TRANSFER.

SALES TAX

SALES TAX OF 6% MUST BE CHARGED TO ALL PURCHASERS UNLESS THE ITEMS ARE FOR RESALE OR SOLD OUT OF STATE. An additional 1% Dade County Surtax will be charged on the first \$5,000.00 of each item purchased. Purchaser must supply a current Resale Certificate (DR-13), along with a copy of their Sales Tax Certificate of Authority. Blackbird reserves the right to charge sales tax on ANY purchase and require the purchaser to file with the State of Florida for a refund.

Environmental Performance Systems 10/7/2013-10/8/2013

LOT #

1 Vacuum Truck

2007 International 7400 / DT466 , 6X4, INTR. DT 466 Engine, 41767 miles, Allison 3000 RDS Transmission, tandem axle, WB 620. 41,767 miles. Vehicle set up as a sewer jet / vacuum truck equipped with a 2007 VacCon Model VPD4012LHAD (Vac-Con SN#02074529), FMC LI414 SC water pump Hibon TS 56 V18 4000 CFM Blower, DEUTZ 2012-138 HP Aux. Engine, REXROTH Hydrostatic pump and motor. 500' x 3/4" Jet hose / Footage Counter, 10' Boom has new hydraulic pump, optional front mounted articulating hose reel, hi-dump vacuum body, capacity 12 yards. Vin 1HTWHAAT97J422437.
Quantity: 1



sewer inspection vehicle and is equipped with CUES camera inspection system. 1x ques prodata 2000, 1 x sewer bot MZ 300 with camera (sn 08021802), 1 x ques controller, 1 x 1208 PCU, 1 x UPS- APC 800, 1 x ques, transport controller, 1 x Toshiba DVD 600 DVR / CDRW, 1 x ques, transport controller, 1 x prosine 3.0 inverter – charger by Xantrax, 2 x 17" flat screen. Vin WDYPF445785229448. Duplicate title applied for, title delivery date pending.
Quantity: 1

2 Vacuum Truck

2007 International 1400, DT466 engine, Allison 3000 RDS Transmission, tandem Axle, WB 620. 56,474 miles. Truck equipped with a Vac-Con jetter vac set. VacCon Model VPD4012LHAD (Vac-Con SN 11064439) , FMC 1618 SC water pump, DEUTZ 2012-138 HP Aux. Engine, REXROTH Hydrostatic pump HW02024039, with Rexroth motor, 500' x 3/4" Jet hose / Footage Counter, 10' boom, optional front mounted articulating hose reel, Hibon TS 56 V18 4000 CFM Blower, hi-dump vacuum body, capacity 12 yards, Vin 1HTWHAAT77J422436
Quantity: 1



4 Pumper Truck

2001 Freightliner Columbia Series truck, tandem axle with Detroit engine Mod. 6067MK6D, 430HP, 52,000 lb GVWR, fitted with 4000 gallon tank (7' diameter x 20'), Fruitland pump. 798,159 miles. Vin 1FUJA6CG01PH16348
Quantity: 1



3 Video Inspection Van

2008 Dodge Sprinter 3500 CRD extended top utility van. Dual rears, Mercedes engine model OM642 LA, CID 182, backup camera, (am/fm 5x CD, AC front and rear). 27,930 miles. Vehicle set up as a video



5 Sweeper Truck

2007 Freightliner DT466 / 4300 chassis, Mercedes 210 HP engine, Allison 2500RDS transmission, dual steering. 51,612 miles. Truck equipped with a 2007 Schwarze M6000TE (sn BF4L 2011) sweeper, 2,531 hrs. Features include tube type main broom, dual tilting gutter brooms, main boom spray bar, tank and hopper indicators, strobe, Vobel autolube. Vin 1FVACXCS17HX58298
Quantity: 1



6 Sweeper Truck

2005 Sterling SC 8000 sweeper truck, cab-over, equipped with a 2005 Elgin Eagle Sweeper serial number F2067D. 60,545 miles. GVWR- 33,000 lb., Single axle,



Environmental Performance Systems 10/7/2013-10/8/2013

Features include Side broom pressure gauge, beacon light, AM/FM Cassette, A/C, Side broome tilt R/L, remote heated mirrors, autolube on truck and sweeper, front spray bar, 280 gallon water tank, conveyor flush out, Bendix AD-9 air dryer, 4.5 cubic yard waste hopper, 120" sweep path. DOT Arrowboard, max dump height 10'2". 5 cu. yd. capacity, SN 07M6TE0135, Vin 49HAADB55DN90194

Quantity: 1

10 Sweeper Truck

2007 Freightliner Business Class M2 Sweeper truck, mechanical broom, Mercedes Benz engine, GVWR- 33,000 lb, single axle, air brakes, dual steering, arrow control board, with Schwarze #M6000TE twin engine sweeper body, 5 cu. Yd capacity, S/N 06M6TE0142, 34,483 miles tmu, Vin 1FVACXCS77HX58290

Quantity: 1

**7 Utility Truck**

2004 International 4300, DT 466 C195 engine, single axle utility truck, WB 445, outfitted with 8x8x4 open top debris box, arrow board and vac-con hose reel FBVHR serial number 10054131. True miles unknown. Vin 1HTMMAAL54H662705.

Note: Energy Absorbition package in photo NOT INCLUDED.

Quantity: 1

**8 Vac-Con Trailer**

2005 Twin axle 7,000# GVWR trailer, 100 gallon aluminum fuel tank, tandem axle with air lift third wheel, with 4700 gallon capacity liquid waste transport tank body (tank- 7' diameter x 20' L), steel, equipped with a Vac-Con deep well vacuum hose reel model VHR6x120, serial number 10054132. Pintle hook. Vin 1VCER1423570048

Quantity: 1

**9 Sweeper Truck**

2005 International 4200 Sweeper truck, mechanical broom, VT365 engine, single axle, WB 360, AT, air brakes, dual steering, cruise control, AC, arrow control board, with Schwarze #M6000TE twin engine sweeper body, 5 cu. Yd capacity, S/N 06M6TE0091, 40,168 miles tmu, Vin 1HTMPAFN85H126592

Quantity: 1

