

GSA Fleet Vehicle Sales Terms and Conditions for Internet Sales

Vehicles may be inspected at designated times or by appointment, with arrangements to be made with the auction location at which the vehicle is located. Payment is required in full within 2 days following the close of the auction. Removal must be completed, or arranged for with the vehicle custodian, at time of payment. Transportation services may be acquired through the auction house at additional cost, if available. No providers of such services are endorsed by GSA Fleet.

Please use the contact information at the top of the page for more information. To find auction dates and times, please visit our website at <http://www.autoauctions.gsa.gov>

A Standard Form (SF) 97-1 (The United States Government Certificate to Obtain Title to a Vehicle) and a Purchaser's Receipt will be issued to the buyer of each motor vehicle sold. For property other than vehicles only a Purchaser's Receipt will be issued. The SF97-1 is not a motor vehicle registration. It is evidence of a vehicle's ability to obtain title only and is to be used by the purchaser to obtain a proper state motor vehicle registration.

GENERAL SERVICES ADMINISTRATION SPECIAL SALE TERMS AND CONDITIONS

- a. **GENERAL:** Government property in this sale will be offered to the public via Internet auction. Mailed, telegraphic, or telephonic bids will not be accepted. To participate in the sale all bidders must comply with the GSA General Sale Terms and Conditions, and the GSA Special Terms and Conditions applicable to this sale.
- b. **SALE TERMS AND CONDITIONS:** The General Sale Terms and Conditions, Standard Form (SF) 114C (Rev. 4/01, pages 1-5), including Special Auction Conditions (page 9), are incorporated herein by reference. These terms and conditions can be found at:
<http://www.gsa.gov/portal/forms/download/115626>

The government has the right to reject any and all bids. Items not awarded may be re-offered during the sale or at an upcoming auction. Failure to register prior to the close of the auction shall confer no liability to the Government.

- c. **REGISTRATION: ALL BIDDERS MUST BE PROPERLY REGISTERED IN ORDER TO BID.** Bidders must register to bid according to the requirements of the Internet auction.
- d. **BIDDERS INDEBTED TO THE GOVERNMENT:** The bidder warrants, by accepting the sale terms and conditions and submitting a bid, that he or she is not delinquent in paying for previous purchases of Federal personal property, including any debt administratively found due. Indebted bidders will be ineligible for contract awards until all prior debt is repaid. Debt repayment may be made at time of award.

- e. **REVOCATION OF AWARD:** "The bidder (offeror) warrants that he/she is not delinquent in the payment of any debt due the United States resulting from a prior purchase of surplus personal property. In the event the Government determines after award that the bidder has breached this warranty, the Government shall have the right to annul the contract without liability."
- f. **FORMS OF PAYMENT:** Condition No. 4 of SF-114C is deleted and the following applies: Payment is required as prescribed in the special terms and conditions available for each sale. Cash payments shall be in U.S. currency. Other acceptable forms of payment may include credit/debit cards, cashier's check, credit union cashier's check issued by a Federal or State chartered credit union, traveler's check, postal or commercial money order, and properly endorsed Federal, State, or local government checks. Personal or company checks may be accepted as payment. It is necessary to verify their acceptance with the auction location prior to bidding. A personal or company check will only be accepted when accompanied by a bank letter guaranteeing payment. This letter must state that the bank will guarantee the check for a specific amount for a period of 30 days after the sale date, and that it covers the purchase of U.S. Government property only. Checks and forms of payment other than cash must be made payable to the auction facility.

MasterCard, VISA, American Express, Discover credit cards will be accepted. Debit cards will be accepted only with the backing of a major credit card company. Acceptance of credit cards is subject to verification and approval by the issuing bank.

FULL PAYMENT IS DUE AT THE AUCTION HOUSE NO LATER THAN TWO (2) BUSINESS DAYS FOLLOWING THE CLOSE OF THE AUCTION.

- g. **REMOVAL OF PROPERTY:** All property must be removed, or removal arrangements made with the vehicle custodian, at time of payment. Should the successful buyer elect to have property removed by someone other than him/herself, a notarized document must be provided to the auction facility identifying the individual authorized to remove that item. Failure to remove property within fifteen (15) calendar days after purchase may constitute a default of your bid.
- h. **DESCRIPTION WARRANTY:** Condition No. 2 of SF-114C is deleted and the following applies: The Government warrants to the original purchaser that the property listed in the invitation for bids will conform to its description. If a misdescription is determined before removal of the property, the Government will keep the property and refund any money paid. If a misdescription is determined after removal, the Government will refund any money paid if the purchaser takes the property at his or her expense to a location specified by the Contracting Officer. No refund will be made unless the purchaser submits a written notice to the Contracting Officer within 15 calendar days of the date of removal that the property is misdescribed and maintains the property in the same condition as when removed. After the property has been removed, no refund will be made for shortages of property sold by the "LOT." 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 fitness for any use or purpose. The amount of recovery under this provision is limited to the purchase price of the misdescribed property. The purchaser is not entitled to any payment for loss of profit or any other money damages, special, direct, indirect, or consequential.

- i. **DEFAULT:** You are cautioned to bid only on those items you are prepared to pay for and remove in accordance with the terms and conditions of the sale. All items awarded to you as the high bidder are contractually yours and must be paid for and removed within the time period specified under the special terms and conditions for each sale. Failure to do so could result in termination of the contract and the bidder may also be subject to paying liquidated damages. It is the responsibility of the bidder to be cognizant of which vehicle they are bidding on. Bidding on the incorrect vehicle does not constitute grounds to be released from the award of that vehicle. Clause Number 9 of the SF 114C has been deleted and replaced with this default clause. This language serves to change the minimum amount for liquidated damages to \$325 as stated below: "The purchaser agrees that in the event he fails to pay for the property or remove the same within the prescribed period of time, the government at its election and upon notice of default shall be entitled to retain (or collect) as liquidated damages a sum equal to \$325 per instance."

In the event the purchaser fails to perform contractual obligations (payment and removal) as specified in this document, the following action applies: The purchaser will automatically be placed in default. "THIS IS YOUR OFFICIAL NOTICE OF DEFAULT". This default must be cured in accordance with the Payment and Removal clauses contained in the sale catalog. Upon the purchaser's failure to cure such default within that period, the purchaser shall lose all right, title, and interest which he or she might otherwise have acquired in and to such property as to which a default has occurred.

The purchaser agrees that in the event he or she fails to pay for the property or remove the same within the prescribed period(s) of time, the Government shall be entitled to retain (or collect) as liquidated damages the sum as denoted above. In the event multiple lots were purchased, this default amount will apply to EACH and EVERY lot for which a default has been recorded. **GSA DOES NOT GRANT EXTENSIONS OF TIME FOR PAYMENT AND REMOVAL.**

CONTRACT DISPUTES ACT of 1978 (Pub. Law 95-563) as amended to include the Administrative Dispute Resolution Act (enacted Nov. 15, 1990 (Pub. L. 101-552) applies to this sale. Contracts resulting from this sale are subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Except as provided in the Act, all disputes arising under or relating to the sale shall be resolved under this clause. As used herein, "claim" means a written demand or assertion by one or more parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim must be reduced to writing and submitted to the assigned Contracting Officer for decision. A claim by the Government against the purchaser shall be subject to a decision by the Contracting Officer.

<http://www.gpo.gov/fdsys/pkg/STATUTE-92/pdf/STATUTE-92-Pg2383.pdf>

Any/All claims arising out of this sale must be addressed in writing to the Sales Contracting Officer within fifteen calendar (15) days following the close of the auction.

- j. **EXCHANGE SALE:** This property is being offered in accordance with the exchange/sale provisions of Section 201 of the Federal Property and Administrative Services Act of 1949 Stat. 384 as amended (40 U.S.C. 481c).
- k. **STATE SALES AND/OR USE TAX:** Purchasers of Federal personal property may be subject to payment of State sales and/or use tax. The U.S. Government is not responsible for collection of State taxes. Purchasers may obtain information from a State tax office. Sales and/or use tax officials are permitted to examine records of Federal personal property sales to determine tax liability.
- l. **PUBLIC LAW:** In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Act of 1996, Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the government may arise. Bid(s) will not be considered for award if the TIN is not provided. A TIN is defined as an individual's Social Security Number (SSN) or a business entity's Employer Identification Number (EIN).

In accordance with the Privacy Act (5 U.S.C. 552a) the following notice is provided: The information requested is collected pursuant to section 31001 of the Debt Collection Improvement Act of 1996 (Pub. L. 104-134) for the purposes of collecting and reporting on any delinquent amounts arising under or relating to any contract awarded to you as a result of this sale. The information collected is mandatory. Failure to provide the information prior to contract award will result in rejection of your bid or offer. Routine uses which may be made of the collected information are as follows: The Debt Collection Improvement Act of 1996 (Pub. L. 104-134) can be located at: <http://www.gpo.gov/fdsys/pkg/PLAW-104publ134/pdf/PLAW-104publ134.pdf>

- m. **PURCHASE OF GOVERNMENT PROPERTY:** To the extent not prohibited by the regulations of an executive agency, an employee of such agency (either as a civilian or as a member of the Armed Forces of the United States, including the U.S. Coast Guard on active duty), may be allowed to purchase Government personal property. The term "employee" as used in this statement includes an agent or immediate member of the household of the employee.

GSA employees, contract auction house employees, any subcontractor or their employees, or members of their immediate households may not purchase or act as an agent or representative for any other party in the purchase of, either directly or indirectly, Government vehicles sold at an auction conducted by the contractor. Any entity in which the contractor has any financial interest shall not be allowed to purchase, either directly or indirectly, Government vehicles sold at contract auction.
- n. **ALTERNATIVE FUEL VEHICLES:** These vehicles may have special requirements. Please refer to the owner's manual for specific information or consult with the appropriate manufacturer or dealer.

- o. **RECALLS:** Vehicles being sold could have outstanding recalls. Potential buyers should contact the National Highway Traffic Safety Administration at <http://www.nhtsa.gov> for more information on recall campaigns. Buyers should contact a manufacturer's dealership in their local area that services that brand of vehicle to address any outstanding recalls, or to verify that all recalls that have been addressed are completed.

Payment Options:

Money Order/Cashier's Check, Visa/Master Card, Discover, American Express, See Description

Shipping:

See Terms of Sale.

Buyer pays actual shipping cost.

**For more information on our vehicles and upcoming public sales, please visit
our website at
www.autoauctions.gsa.gov.**