

**PRIVACY ACT NOTICE**

In accordance with the Privacy Act (5 U.S.C. 552a) the following notice is provided: The information requested on this form is collected pursuant to section 31001 of the Debt Collection Improvement Act of 1996 (Pub. L.104-134), for 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: (1) disclosure where pertinent in any legal proceeding to which GSA is a party before a court or administrative body; (2) disclosure to the Department of Justice, U.S. Attorney, or the Department of Treasury in a proceeding when (a) the United States, GSA, a component of GSA, or, when arising from his/her employment, an employee of GSA, is party to litigation or anticipated litigation or has an interest in such litigation, and (b) GSA determines that the disclosure is relevant or necessary in the litigation; (3) to a Member of Congress or a congressional staff member in response to an inquiry from that congressional office made on behalf of and at the request of the individual about whom the record is maintained; (4) to any Federal agency where the debtor is employed or receiving some sort of remuneration for the purpose of enabling that agency to collect a debt owed the Federal government on GSA's behalf; (5) in the event a record indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute or particular program statute or by regulation, rule or order issued pursuant thereto, disclosure to the appropriate Federal agency and/or state or local agencies charged with the responsibility of investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation, or order; (6) to a Federal agency in response to a request in connection with hiring or retention, the letting of a contract, or the issuing a license, grant, or other benefit; (7) to a debt collection contractor or to other Federal agencies for the purpose of collecting and reporting on delinquent debt; (8) for purposes of debt collection, publication or public dissemination regarding the identity of delinquent non-tax debtors and the existence of non-tax debts; (9) disclosure to credit reporting agencies/credit bureaus for the purpose of adding to a credit history file or obtaining a credit history file or comparable credit history information for use in the administration of debt collection; (10) to the Internal Revenue Service to obtain mailing addresses to locate a taxpayer to collect a Federal claim against the taxpayer; (11) to the Internal Revenue Service to offset a Federal claim against a taxpayer's income tax refund; (12) disclosure to the Internal Revenue Service and applicable state and local governments for tax reporting purposes; (13) to banks enrolled in the Treasury Credit Card Network to collect payment or debt when the individual has given his/her credit card number for this purpose; (14) disclosure to Treasury or other Federal agencies with which GSA has entered an agreement for debt collection cross servicing operations to satisfy, in whole or in part, debts owed the U.S. Government; (15) disclosure to Treasury, government corporations, state or local agencies, or other Federal agencies to conduct computer matching programs to identify and locate individuals who are receiving Federal salaries or benefit payments in order to collect the debts by voluntary repayment or administrative or salary offset; (16) to the National Archives and Records Administration for records management inspections; and (17) any other use specified by GSA in the system of records entitled "Credit Data on Individual Debtors, PPFM-7," as published in the Federal Register periodically by GSA.

\* The name of the Purchaser, as indicated on the registration sheet or card, will

be printed on the Bill of Sale and SF-97. See a GSA or Auction House representative, before registering, if there are any questions.



# NOTICE

**Effective June 1, 2015 the Department of Treasury Policy lowered the maximum daily dollar amount allowed for a credit card transaction. The daily limit per credit card account has been lowered from the current amount of \$49,999.99 to \$24,999.99. Until further notice GSA cannot accept a debit card as a debit card transaction.**

**All credit card payments are processed through the Department of the Treasury's Pay.gov system. The new daily limit for credit cards will automatically be enforced through the Pay.gov system. If cardholders exceed the daily limit, a message will indicate that the maximum daily limit has been reached and the payment will be rejected. Paying high fees for accepting credit card transactions is not in the Federal Government's best interest.**

**If you have any questions, please contact [autoauctions@gsa.gov](mailto:autoauctions@gsa.gov) for more information.**

# SALE OF GOVERNMENT PROPERTY GENERAL SALE TERMS AND CONDITIONS

INVITATION FOR BIDS NO.

PAGE

## 1. INSPECTION.

The Bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Property will be available for inspection at the places and times specified in the Invitation.

## 2. CONDITION AND LOCATION OF PROPERTY.

Unless otherwise provided in the Invitation, all property listed therein is offered for sale "as is" and "where is." Unless otherwise provided in the Invitation, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose. Except as provided in Conditions No. 12 and 14 or other special conditions of the Invitation, no request for adjustment in price or for rescission of the sale will be considered. This is not a sale by sample.

## 3. CONSIDERATION OF BIDS.

a. Unless otherwise provided in the Invitation, telegraphic or telephonic bids will not be considered.

b. The Bidder agrees that his/her bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening of bids (60 calendar days if no period is specified by the Government or by the Bidder, but not less than 10 calendar days in any case) and that during such period his/her bid will remain firm and irrevocable. The Government reserves the right to reject any or all bids, including bids under which a Bidder would take unfair advantage of the Government or other Bidders, to waive any technical defects in bids, and unless otherwise specified by the Government or by the Bidder, to accept any one item or group of items in the bid, as may be in the best interest of the Government. Unless the Invitation otherwise provides, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that time.

## 4. FORMS OF BID DEPOSITS AND PAYMENTS.

Unless otherwise provided in the Invitation, bid deposits (when required by the Invitation) and payments shall be in U.S. currency or any form of credit instruments other than promissory notes, made payable on demand in U.S. currency. Provided, That uncertified personal or business checks must be first party instruments: Provided further, That if in connection with any prior sale, the Bidder or Purchaser tendered an uncertified personal or business check which was not paid by the drawee for any reason and the Bidder, Purchaser, and the Drawer of the check were so notified in writing by the selling agency, uncertified personal or business checks will not be an acceptable form of bid deposit or payment. Bids submitted after the effective date specified in the written notification referred to which are not accompanied by the property bid deposit will be summarily rejected.

## 5. BID PRICE DETERMINATION.

When bids are solicited on a unit price basis, Bidders will insert their unit prices and total prices in the space provided for each item.

a. In the event the Bidder inserts a total price on the item but fails to insert a unit price, the Government will determine the unit price by dividing the total price by the quantity of the item set out in the Invitation. The unit price so determined shall be used for the purpose of bid evaluation, award, and all phases of contract administration.

b. When bids are solicited on a "lot" basis, Bidders should submit a single total price in the Total Price Bid column of the bid sheet. Bidders should not make any entry in the Unit Price Bid column. In the event a Bidder submits a total bid price and also a unit bid price which are not identical, the unit bid price will not be considered.

## 6. PAYMENT.

The Purchaser agrees to pay for property awarded to him/her in accordance with the prices quoted in his/her bid. Subject to any adjustment made pursuant to other provisions of this contract, payment of the full purchase price, after applying the total bid deposit, if any, must be made within the time specified in the Invitation and prior to delivery of any of the property. If an adjustment is made requiring additional payment, such payment must be made immediately upon notice of such adjustment. In the absence of any debts owed to the selling agency, where the total sum becoming due to the Government from the Purchaser on a contract awarded to him/her under the Invitation is less than the total amount deposited with his/her bid, the difference will be promptly refunded and also, deposits accompanying bids which are not accepted will be promptly refunded to the Bidder. No refund or demands will be made for any amount less than one dollar (\$1).

## 7. TITLE.

Unless otherwise provided in the Invitation, title to the property sold hereunder shall vest in the Purchaser as and when removal is effected. On all motor vehicles and motor-propelled or motor-drawn equipment requiring licensing by a State motor vehicle regulatory agency, a certificate of release, Standard Form 97, will be furnished for each vehicle and piece of equipment unless otherwise provided in the Invitation.

## 8. DELIVERY, LOADING, AND REMOVAL OF PROPERTY.

a. Unless otherwise provided in the Invitation, the Purchaser shall be entitled to obtain the property upon full payment therefor with delivery being made only from the exact place where the property is located within the installation. The Purchaser must make all arrangements necessary for packing, removal, and transportation of property. The Government will not act as liaison in any fashion between the Purchaser and carrier, nor will the Government recommend a specific common carrier. Loading will only be performed as set forth in the Invitation, and unless otherwise provided in the Invitation, loading will not be performed on Saturdays, Sundays, Federal holidays, or any date that the installation where the property is located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the property on conveyance(s) furnished by the Purchaser and the initial placement of the Purchaser's conveyance shall be as determined by the Government. Unless otherwise provided in the Invitation, the Government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the Purchaser.

b. Where it is provided in the Invitation that the Government will not load or that the Purchaser will load, the Purchaser will make all arrangements and perform all work necessary to effect removal of the property. The Purchaser shall remove the property at his/her expense within the period of time allowed in the Invitation. If the Contracting Officer determines that the failure to remove the property within the period of time originally allowed arose out of causes beyond the control and without the fault or negligence of the Purchaser, such determination shall be reduced to writing, and a reasonable extension of time for removal shall be allowed.

Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather. If the Purchaser is permitted to remove the property after the expiration of the time originally allowed for removal or any additional time allowed by the Contracting Officer pursuant to this clause, the Government, without limiting any other rights which it may have, may require the Purchaser to pay a reasonable storage charge. The Purchaser shall reimburse the Government for any damage to Government property caused during the removal operations by the Purchaser or his/her authorized representative.

c. Items purchased under the Invitation will be released only to the Purchaser or his/her authorized representative. The authorized representative must furnish authorization from the Purchaser to the Custodian of the property location before any delivery of release will be made. When property is described as being boxed, packed, crated, skidded, or in containers, the Government does not warrant that the property, as packaged, is suitable for shipment.

d. Segregation, culling, or selection of property for the purpose of effecting partial or increment removals will not be permitted except as specifically authorized and prescribed by the Government.

#### 9. DEFAULT.

If, after the award, the Purchaser breaches the contract by failure to make payment within the time allowed by the contract as required by Condition No. 6, or by failure to remove the property as required by Condition No. 8, then the Government may send the Purchaser a 15-day written notice of default (calculated from date of mailing), and upon Purchaser's failure to cure such default within that period (or such further period as the Contracting Officer may allow) the Purchaser shall lose all right, title, and interest which he/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/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 a sum equal to the greater of (a) 20 percent of the purchase price of the item(s) as to which the default has occurred, or (b) \$25, whichever is greater. Provided, That in the event of multiple awards of items under a single Invitation for Bids, the amount to be charged, if the minimum charge provided for in (b) above is applicable, shall be determined by the total purchase price reflected in the award documents. Provided further, That the maximum sum which may be recovered by the Government as damages for failure of the Purchaser to pay for and remove the property shall be the formula amount. The Government shall specifically apprise the Purchaser, either in its original notice of default (or in separate subsequent written notice), that upon the expiration of the period prescribed for curing the default, the formula amount will be retained (or collected) by the Government as liquidated damages. However, if the property was sold on a "per lot" basis and the Purchaser removes a portion of the lot but fails to remove the balance, no portion of the purchase price will be refunded. If the Purchaser otherwise fails in the performance of his/her obligations, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract.

#### 10. SETOFF OF REFUNDS.

The Bidder or Purchaser agrees that the selling agency may use all or a portion of any bid deposit or refund due him/her to satisfy, in whole or in part, any debts arising out of prior transactions with the Government.

#### 11. INTEREST.

Notwithstanding any other provision of this contract, unless paid within 30 calendar days from the date of first written demand, all amounts that become payable by the Purchaser to the Government under this contract shall bear simple interest at the rate which has been established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), from the date of first written demand until paid.

#### 12. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.

Unless otherwise provided in the Invitation, when property is sold by a unit other than "weight", the Government reserves the right to vary the quantity tendered or delivered to the Purchaser by 10 percent; when the property is sold by "weight", the Government reserves the right to vary the weight tendered or delivered to the Purchaser by 25 percent. The purchase price will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity or weight actually delivered. Unless otherwise specifically provided in the Invitation, no adjustment for such variation will be made where property is sold on a "price for the lot" basis.

#### 13. WEIGHING, SWITCHING, AND SPOTTING.

Where weighing is necessary to determine the exact purchase price, the Purchaser shall arrange for and pay all expenses of weighing the property (unless Government scales are available on the premises). All switching and spotting charges shall be paid by the Purchaser unless such services are performed with Government-owned or Government-operated locomotives on Government property. When removal is by truck, weighing shall be under the supervision of the Government and at its option on: (a) Government scales, (b) certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales, or by other means acceptable to the railroad for freight purposes.

#### 14. RISK OF LOSS.

Unless otherwise provided in the Invitation, the Government will be responsible for the care and protection of the property subsequent to it being available for inspection and prior to its removal. Any loss, damage, or destruction occurring during such period will be adjusted by the Contracting Officer to the extent it was not caused directly or indirectly by the Purchaser, its agents, or employees. At the discretion of the Contracting Officer, the adjustment may consist of rescission. With respect to losses only, in the event the property is offered for sale by the "lot," no adjustment will be authorized under this provision unless the Government is notified of the loss prior to removal from the installation of any portion of the lot with respect to which the loss is claimed.

#### 15. LIMITATION ON GOVERNMENT'S LIABILITY.

Except for reasonable packing, loading, and transportation costs (such packing, loading, and transportation costs being recoverable only when a return of property at Government cost is specifically authorized in writing by the Contracting Officer), the measure of the Government's liability, in any case where liability of the Government to the Purchaser has been established, shall not exceed refund of such portion of the purchase price as the Government may have received.

#### 16. ORAL STATEMENTS AND MODIFICATIONS.

Any oral statement or representation by any representative of the Government, changing or supplementing the Invitation or

contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser. Further, no interpretation of any provision of the contract, including applicable performance requirements, shall be binding on the Government unless furnished or agreed to, in writing, by the Contracting Officer or his/her designated representative.

#### 17. COVENANT AGAINST CONTINGENT FEES.

a. The Purchaser warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

b. "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a Purchaser for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

c. "Bona fide employee," as used in this clause, means a person, employed by Purchaser and subject to the Purchaser's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

d. "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

e. "Improper Influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

#### 18. OFFICIALS NOT TO BENEFIT.

No member of or Delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

#### 19. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.

a. The Purchaser certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Purchaser or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Purchaser, directly or indirectly, to any other Purchaser or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Purchaser to include any other concern to submit or not to submit an offer for the purpose of restricting competition.

b. Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the Purchaser's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(ii) As an authorized agent, does certify that the principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above, and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

c. If the Purchaser deletes or modifies subparagraph (a)(2) above, the Purchaser must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 20. ASSIGNMENTS OF CONTRACTS.

Any contract awarded under the Invitation is subject to the provisions of 41 U.S.C. 15 which generally precludes assignment of such contract.

#### 21. CLAIMS LIABILITY.

The Bidder or Purchaser agrees to save the Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, costs and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property and injuries, illness or disabilities to or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including State, local and interstate bodies, in any manner caused by or contributed to by the Bidder or Purchaser, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of or subject to the control of the Bidder or Purchaser, its agents, servants or employees after the property has been removed from Government control.

#### 22. WITHDRAWAL OF PROPERTY AFTER AWARD.

The Government reserves the right to withdraw for its use any or all of the property covered by this contract, if a bona fide requirement for the property develops or exists prior to actual removal of the property from Government control. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

#### 23. ELIGIBILITY OF BIDDERS.

The Bidder warrants that he/she is not: (a) under 18 years of age; (b) an employee of an agency of the Federal Government (either as a civilian or as a member of the Armed Forces of the United States, including the United States Coast Guard, on active duty) prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the employee in (b), above. For breach of this warranty, the Government shall have the right to annul this contract without liability.

**24. REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.**

It is the Bidder's responsibility to ascertain and comply with all applicable Federal, State, local, and multi-jurisdictional laws, ordinances, and regulations pertaining to the registration, licensing, handling, possession, transportation, transfer, export, processing, manufacture, sale, use or disposal of the property listed in the Invitation. Purchasers or users of this property are not excused from any violation of such laws or regulations either because the United States is a party to this sale or has had any interest in the property at any time.

**25. DEFINITIONS.**

As used herein, the following terms shall have the meaning set forth below:

a. "Telegraphic bid" and "telegraphic notice" include bids and notices by telegram or by mailgram.

b. "Contracting Officer" means the person accepting the bid in whole or in part on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer, and includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of the representative's authority.

c. A "small business concern" for the purpose of the sale of Government-owned property is a concern which can qualify under the small business classification criteria referenced in 13 CFR § 121.3-9.

# SALE OF GOVERNMENT PROPERTY GENERAL SALE TERMS AND CONDITIONS

INVITATION FOR BIDS NO.

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1. Disclosure where pertinent in any legal proceeding to which GSA is a party before a court or administrative body.
2. Disclosure to the Department of Justice, U.S. Attorney, or the Department of Treasury in a proceeding when (a) the United States, GSA, a component of GSA, or when arising from his/her employment, an employee of GSA, is party to litigation or anticipated litigation or has an interest in such litigation, and (b) GSA determines that the disclosure is relevant or necessary in the litigation.
3. Disclosure to a Member of Congress or a congressional staff member in response to an inquiry from that congressional office made on behalf of and at the request of the individual about whom the record is maintained.
4. Disclosure to any Federal agency where the debtor is employed or receiving some sort of remuneration for the purpose of enabling that agency to collect a debt owed the Federal government on GSA's behalf.
5. In the event a record indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute or particular program statute or by regulation, rule or order issued pursuant thereto, disclosure to the appropriate Federal agency and/or state or local agencies charged with the responsibility of investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation or order.
6. Disclosure to a Federal agency in response to a request in connection with hiring or retention, the letting of a contract, or the issuing a license, grant, or other benefit.
7. Disclosure to a debt collection contractor or to other Federal agencies for the purpose of collecting and reporting on delinquent debt.
8. Disclosure for purposes of debt collection, publication or public dissemination regarding the identity of delinquent non-tax debtors and the existence of non-tax debts.
9. Disclosure to credit reporting agencies/credit bureaus for the purpose of adding to a credit history file or obtaining a credit history file or comparable credit history information for use in the administration of debt collection.
10. Disclosure to the Internal Revenue Service to: (1) obtain mailing addresses to locate a taxpayer to collect a Federal claim against the taxpayer, or (2) offset a Federal claim against a taxpayer's income tax refund.
11. Disclosure to the Internal Revenue Service and applicable state and local governments for tax reporting purposes.
12. Disclosure to banks enrolled in the Treasury Credit Card Network to collect payment or debt when the individual has given his/her credit card number for this purpose.
13. Disclosure to Treasury or other Federal agencies with which GSA has entered an agreement for debt collection cross servicing operations to satisfy, in whole or in part, debts owed the U.S. Government.
14. Disclosure to Treasury, government corporations, state or local agencies, or other Federal agencies to conduct computer matching programs to identify and locate individuals who are receiving Federal salaries or benefit payments in order to collect the debts by voluntary repayment or administrative or salary offset.
15. Disclosure to the National Archives and Records Administration for records management inspections.
16. Disclosure for any other use specified by GSA in the system of records entitled "Credit Data on Individual Debtors, PPFM-7," as published in the Federal Register periodically by GSA.





## GSA Fleet Vehicle Sales Terms and Conditions for Live Sales

**Note:** GSA reserves the right to change these sale terms and conditions. Bidders are cautioned to periodically review these terms and conditions for possible changes.

**GENERAL SALE TERMS AND CONDITIONS:** Subject to the changes noted herein, the General Sale Terms and Conditions (Standard Form 114C (Rev. 04 / 2001)), which are incorporated by reference, apply to all sales of GSA Fleet vehicles. This standard form is available upon request.

1. **VEHICLE INSPECTION:** This clause of the standard form 114C is replaced with the following. The Government provides an inspection period for prospective bidders to determine the true condition and to bid accordingly. Inspection times are posted on [autoauctions.gsa.gov](http://autoauctions.gsa.gov). Failure to inspect a vehicle will not be considered a basis for cancellation of the contract.
2. **CONDITION AND LOCATION OF PROPERTY:** This clause of the Standard Form 114C is replaced with a LIMITED DESCRIPTION WARRANTY. The Government warrants to the original purchaser that the property listed in the Invitation for Bids will conform to its description. **Condition of property is not guaranteed; these are used vehicles.** Deficiencies, when known, have been noted in the item description; however the absence of any indicated deficiencies does not mean there are none.

If a mis-description is determined before removal of the property, the Government will keep the property and refund any money paid. If a mis-description 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, claiming a mis-description, to the contracting officer within 15 calendar days of the date of specified for removal and maintains the property in the same condition as when removed. Bidders may be required to submit an independent estimate of repairs from a reputable repair facility as part of their written notice to the contracting officer. This warranty is in place of all other guarantees and warranties express 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 mis-described property. The purchaser is not entitled to any payment for loss of profit or any other money damages, special, direct, indirect, or consequential. Any refund of payment, full or in part, as a result of a vehicle claim, will be made by electronic funds transfer (EFT) or a credit back to the credit card, if paid with such, on which payment was originally made.

3. **CONSIDERATION OF BIDS:** This clause of the SF 114C is unchanged.
4. **FORMS OF BID DEPOSITS AND PAYMENTS:** This clause of the SF 114C is unchanged.
5. **BID PRICE DETERMINATION:** This clause of the SF 114C is unchanged.
6. **PAYMENT:** This clause of the Standard Form 114C is amended as follows. A valid Driver's License or other accepted form of federal, state or local government issued photo identification information will be displayed for all high bidders at time of payment. Acceptable forms of payment shall include:
  - a. Cash (in U.S. currency) - If a cash payment is in excess of \$10,000, it must be filed with the Federal Crimes Enforcement Network in accordance with 31 USC §5331 and 23 USC §6050i.



**GSA Fleet Vehicle Sales Terms and Conditions for Live Sales**

- b. Credit card - MasterCard, VISA, American Express, Discover credit cards may be accepted. Credit cards must be backed by a United States financial institution. Acceptance of credit cards is subject to verification and approval by the issuing bank.
  - i. Effective June 1, 2015, the daily limit per credit card account is \$24,999.99. Debit transactions have no daily limit. For more information on this limitation from the U.S Treasury Department visit: <http://tfm.fiscal.treasury.gov/v1/announc/a-14-04.html>
- c. Debit cards - Must be backed by a United State financial institution.
- d. Checks – Must be made payable to the auction facility and must be backed by a United States financial institution. The buyer must obtain approval from the auction facility to pay by check prior to bidding.
  - i. Cashier's check
  - ii. Credit union cashier's check - issued by a Federal or State chartered credit union
  - iii. Traveler's check
  - iv. Checks, properly endorsed by Federal, State, or local government
  - v. Personal or company checks 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 minimum of 30 days after the specific sale date at which it is intended to be used, and that it covers the purchase of U.S. Government property only. The letter must be signed by the bank official affirming the guarantee.
- e. Postal or commercial money order – Must be made payable to the auction facility.
- f. Purchase Orders – Buyers participating in the State Agency for Surplus Property program may present a purchase order to obligate funds for vehicle purchases. The obligation of funds via a purchase order must be pre-approved by the SCO. Payment must be received by GSA within 30 days of the vehicle sale.

While multiple forms of payment will be accepted for a purchased vehicle, no more than two credit cards may be used to render payment for any one vehicle. In the event the bidder is purchasing for another individual or company and uses a credit card not imprinted with the bidder's name, a power of attorney permitting the use of the credit account will be required. Power of attorney is not required if the purchaser is a licensed dealer and registered as such.

Full payment must be made by close of business the day of the sale. A specific time will be provided for each location.

7. **TITLE:** This clause of the Standard Form 114C is replaced with the following. A Standard Form 97 (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. The SF-97 is not a motor vehicle registration. It is evidence of title only and is to be used by the purchaser to obtain a proper state motor vehicle registration. The SF-97 in no way serves as a waiver for payment of registration fees, nor country or State taxes assessed to the vehicle, subsequent to its purchase. The SF-97 is accepted in all 50 states and U.S. territories. The Government makes no claims as to the acceptance of this standard form outside of these areas.



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The SF-97 can only be made out to the individual purchasing the vehicle. There are times when buyers require/request a duplicate copy of the SF-97. Any request for a duplicate SF-97 must be made in writing to the Contracting Officer of record. Please be advised there may be a fee associated with this request.

**8. DELIVERY, LOADING, AND REMOVAL OF PROPERTY:** This clause of the standard form 114C is replaced with the following. The government does not provide nor arrange for the transportation of vehicles purchased at auction.

The display of a valid Driver's License or other accepted form of identification will be required to remove property from the sale premises. This is to prevent attempts to commit fraudulent purchases. A copy of the driver's license will be maintained for up to 90 days and will then be destroyed. For vehicles purchased from an auction location, a valid gate pass issued by the auction is required. For vehicles purchased online via concurrent live broadcast or internet auction, the credit card used to make payment must be displayed at time of removal. If said credit card is not available at the time of removal a notarized letter from the credit card holder must be provided in order to remove the property. The notarized letter must include, at a minimum, the purchaser's name, the purchaser's address, the name of the individual or transport company authorized to remove the property, a copy of the purchaser's driver's license, and a copy of the credit card used to make the purchase. The removal of property may be delayed until the identity of the removing agent can be verified with the buyer. The individual removing the property must also provide a valid driver's license.

Property must be removed by close of business the day of the sale. Buyers may make arrangements with the auction house to store vehicles at the auction facility for additional time, but this agreement is between the buyer and the auction house and the buyer assumes all risk of damages and costs associated with storage.

Access to some federal facilities is now impacted by the Real ID Act. If using a driver's license or state issued identification card as identification, it will need to comply with the requirements of the Real ID act at those locations. Refer to [www.dhs.gov/real-id-public-faqs](http://www.dhs.gov/real-id-public-faqs) for more information on the REAL ID Act. Individuals without licenses from compliant jurisdictions may present alternative forms of identification - such as a U.S. Passport - accepted by the agency. Some agencies may have additional processes to accommodate individuals lacking the prescribed identification documents.

**9. DEFAULT:** This clause of the Standard Form 114C is replaced with the following. 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 for 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.

The minimum amount for liquidated damages is changed 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: Purchaser will automatically be placed in default. These terms and



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conditions are your official notice of default. If the terms and conditions outlined in this document are not met a buyer will immediately be put into default. Upon being put in default the purchaser shall lose all right, title, and interest which he/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/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.

10. **SETOFF OF REFUNDS:** This clause of the SF 114C is unchanged.
11. **INTEREST:** This clause of the SF 114C is unchanged.
12. **ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT:** This clause of the SF 114C is unchanged.
13. **WEIGHING, SWITCHING, AND SPOTTING:** This clause of the SF 114C is unchanged.
14. **RISK OF LOSS:** This clause of the SF 114C is unchanged.
15. **LIMITATION ON GOVERNMENT LIABILITY:** This clause of the SF 114C is unchanged.
16. **ORAL STATEMENTS AND MODIFICATIONS:** This clause of the standard form 114C is unchanged.
17. **COVENANT AGAINST CONTINGENT FEES:** This clause of the SF 114C is unchanged.
18. **OFFICIALS NOT TO BENEFIT:** This clause of the SF 114C is unchanged.
19. **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This clause of the SF 114C is unchanged.
20. **ASSIGNMENTS OF CONTRACTS:** This clause of the SF 114C is unchanged.
21. **CLAIMS LIABILITY: WITHDRAWAL OF PROPERTY AFTER AWARD:** This clause of the standard form 114C is unchanged.
22. **ELIGIBILITY OF BIDDERS:** This clause of the Standard Form 114C is amended with the following additions. Contractors and subcontractors (including members of their immediate household) that are involved with the administration of this sale are also prohibited from purchasing, either directly or indirectly, any government property being sold. Further, the bidder warrants, by accepting these sale terms and conditions and submitting a bid, that he/she is not delinquent in paying for previous purchases of Federal personal property and any related charges. Indebted bidders will be ineligible for contract awards. Bidders will not be able to bid on items offered until all debts have been cleared. This sale is open to the public. Bidders must attend the sale either in person or via



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concurrent live broadcast in order to bid. Bidders must be registered for the GSA sale and sign to agree to the terms and conditions of the sale in order to bid.

23. **REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS:** This clause of the standard form 114C is amended with the following additions. The buyer of property from the U.S. Government purchased through a contracted Auction House may be subject to state and/or local use tax. The U.S. Government is not responsible for collection of state and/or local use taxes. Sales and/or use tax officials are permitted to examine records of Federal personal property sales to determine tax liability. Sales tax, where applicable, will be collected by the auction house, or the Department of Motor Vehicles when/where the vehicle is being registered. It is the purchaser's responsibility to determine applicability.

24. **DEFINITIONS:** This clause of the Standard Form 114C is amended to also include the following.

- a. **Concurrent Live Broadcast** - a simultaneous transmission of a live auction via the internet

**PRIVACY ACT NOTICE:** The Privacy Act Notice contained in the standard form 114C is unchanged.

**SPECIAL SEALED BID CONDITIONS:** These terms and conditions do not apply to the sale of GSA Fleet vehicles.

**SPECIAL SEALED BID - TERM CONDITIONS:** These terms and conditions do not apply to the sale of GSA Fleet vehicles.

**SPOT BID CONDITIONS:** These terms and conditions do not apply to the sale of GSA Fleet vehicles.

**ADDITIONAL AUCTION TERMS and CONDITIONS:** The special auction terms and conditions included in the standard form 114C apply to all GSA Fleet vehicle sales. The following additional terms and conditions also apply.

A1. **SOCIAL SECURITY NUMBER OR TAX IDENTIFICATION NUMBER:** In accordance with Public Law No.104-134, Section 31001, the Debt Collection Improvement Act of 1996: a Social Security Number (SSN) or company Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Bids will not be considered for award from anyone not providing this information. Non-U.S. citizens must provide passport or VISA information in lieu of a SSN or TIN. (Note: absence of a SSN or TIN may result in the rejection of any claim(s)) Individuals purchasing a vehicle for another person or company must furnish the information stated above and have a letter showing Power of Attorney from that person or company authorizing the buyer to purchase Federal Surplus Property on their behalf. Power of attorney is not required if the purchaser is a licensed dealer and registered as such, although the requirement to provide a TIN remains.

A2. **HIGH BIDDERS:** High bidders will be required to acknowledge and sign bid cards/block tickets immediately after an item is declared sold. If this requirement is not accomplished, the item may be re-offered. **THE GOVERNMENT HAS THE RIGHT TO REJECT ANY BID.**

A3. **DISPUTES/CLAIMS:** Any contract resulting from this offering is subject to the Contract Disputes Act of 1978, (41 U.S.C. 7101-7109) Public Law 95-563 as amended to include the Administrative Dispute Resolution Act (enacted Nov. 15, 1990 (Pub. L. 101-552)). The current Disputes clause is hereby incorporated by reference.



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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 Sales Contracting Officer for decision. A claim by the purchases against the Government shall be subject to a decision by the Sales Contracting Officer. Copies of the clause are available upon request from the GSA Sales Office conducting this sale.

**A4. REVOCATION OF AWARD:** The bidder (offeror) warrants that he is not delinquent in the payment of any debt due the United States Government resulting from prior purchase of surplus personal property. In the event the Government determines after award that the bidder has breached warranty, the Government shall have the right to annul the contract without liability.

**A5. EXCHANGE SALE:** This property is being offered in accordance with the exchange/sale provisions of Section 201(a) of the Federal Property and Administrative Services Act of 1949 Stat. 384 as amended (40 U.S.C. 503).

**A6. SALVAGE VEHICLES:** A branded SF-97, Certificate to Obtain Title to a Vehicle, will be issued for vehicles sold as salvage or scrap. This brand may indicate that the vehicle is sold as "salvage," "salvage - Not to be titled for highway use," or that the vehicle is sold as "salvage - parts only". Subsequent SF-97s will not be issued regardless of repairs made.

**A7. AIR POLLUTION CONTROL DEVICES:** The buyer of any vehicle from the U.S. Government is responsible for having air pollution control devices inspected and or installed and obtaining a certificate of compliance from the appropriate state registration official. Accordingly the Auction House (in accordance with applicable state laws) may have the vehicle inspected prior to obtaining title and collect the fee associated with the certificate of compliance at the time of payment.

**A8. 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.

**A9. 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

**A10. CONCURRENT LIVE BROADCAST BIDDING SYSTEMS:** Concurrent live broadcast bidding may be offered as a courtesy. GSA nor the Auction Contractor guarantee functionality, compatibility, or availability of concurrent live broadcast bidding systems. Registration with the Auction Contractor prior to sale is required. The requirements and process for registration for concurrent live broadcast bidding may vary by auction location. Bidders are cautioned to test system operability prior to bidding. Full payment must be made by close of business the day of the sale.

#### **Sales Contracting Officer**

**Name:** Troy Williams

**Phone:** 317.402.4974

**Email:** [troy.williams@gsa.gov](mailto:troy.williams@gsa.gov)