

GSA SPECIAL TERMS AND CONDITIONS -
GENERAL SERVICES ADMINISTRATION, REGION 3
SALE DATE DECEMBER 1, 2009
AUCTION SALE NUMBER: 3BFBPC-10-504

GENERAL: Government property listed in this catalog will be sold at public auction. Mailed, telegraphic, or telephonic bids will not be accepted. This office is offering for sale the following items on a "competitive bid basis".

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 ARE INELIGIBLE.**

GENERAL SALE TERMS AND CONDITIONS:

The General Sale Terms and Conditions (Standard Form 114C (Rev. 4/2001, pages 1-5), are incorporated herein by reference. These standard forms are available upon request.

DESCRIPTION WARRANTY: (Condition No. 2 of SF114C 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 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. Clause No. 2 of the Standard Form 114C is deleted.

DEFAULT: (Condition No. 9 of the SF114C is changed as follows). 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. **"THIS IS YOUR OFFICIAL NOTICE OF DEFAULT"**. This default must be cured in accordance with the Payment and Removal clauses contained in this sale catalog.

DEFAULT (continued): Upon purchaser's failure to cure such default within that period, 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 line item(s) as to which the default has occurred or (b) \$200.00: 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 a separate subsequent written notice), that upon 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 remedies as are provided by law or under the contract. **GSA DOES NOT GRANT EXTENSIONS OF TIME FOR PAYMENT AND REMOVAL.**

FORMS OF PAYMENT: (Condition No. 4 of SF114C is changed as follows) Acceptable forms of payments shall be: **Cash (US Currency) Cashier Check, Money order, Credit Cards: Visa, Master, American Express & Discover. Debit Cards that display Visa or Master Card Logo.** To expedite the credit card payment process please be cognizant of your account balance(s).

PAYMENT OF PROPERTY: Any / All purchases must be paid in full no later than:

4:00 PM DECEMBER 1, 2009

REMOVAL OF PROPERTY: All property must be removed by:

4:00 PM DECEMBER 1, 2009

REGISTRATION: ALL BIDDERS MUST BE PROPERLY REGISTERED AND HAVE AN ASSIGNED BIDDER NUMBER IN ORDER TO BID.

REVOCATION OF AWARD: "The bidder (offeror) warrants that he 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."

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.

CONTRACT DISPUTES ACT of 1978 (Pub. L. 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.

ORAL STATEMENTS AND MODIFICATIONS: Any oral statement or representation by any representative of the U.S. Government or its agent, changing or supplementing the offering or contract or any condition thereof, is unauthorized and shall constitute no right for the bidder or purchaser.

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 Company (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.

SALES AND USE TAX LIABILITY: The buyer of surplus property from the U.S. Government purchased through a contracted Auction Company **may** be subject to state and/or local use tax. **The U.S. Government is not responsible for collection of State Tax.** 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. Sales tax, where applicable, will be collected by the auction house, or the Department of Motor Vehicles when/where the vehicle is being registered.

THIS IS YOUR RESPONSIBILITY TO DETERMINE APPLICABILITY.

TAX IDENTIFICATION REQUIREMENT: In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement 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 business entity's Employer Identification Number (EIN).

INSPECTION Vehicles will be available for public inspection during the following date(s) and time frames indicated below:

NOVEMBER 30, 2009 9 am - 4:00 pm
DECEMBER 1, 2009 8:30 am – 10:00 am

VEHICLE PERFORMANCE: During the inspection period, you can start the vehicles to check the performance of the engine, air conditioning, heater, and other accessories. However, the vehicle must stay parked and cannot be driven.

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).

GSA Owned Vehicles ONLY

Any/All claims arising out of this sale must be addressed in writing to the Assigned Sales Contracting Officer of record, within 15 calendar days from sale date (See Description Warranty Clause, previous page, and Contract Disputes Act, this page).

SALES CONTRACTING OFFICER OF RECORD

Name: Patricia J. Greene

**Address: General Services Administration
The Strawbridge Bldg 3QMDA
20 N 8th Street
Philadelphia PA 19107**

**Telephone (215) 446-5034
Fax (215) 829-2734**

GSA SPECIAL SALES TERMS AND CONDITIONS (31QSSS10017)

GSA Region 3, is offering for sale the following property on a competitive bid basis. This offering is subject to the General Sale Terms and Conditions (Standard Form 114C April 2001 edition) including Special Auction Conditions, which are incorporated herein, and such other Special Terms and Conditions as are contained herein. A copy of Standard Form 114C is on file and will be made available upon request.

BIDDING: To be considered responsive to this solicitation, bidders must comply with the following requirements: All bidders must be registered and have a bidder registration number in order to bid. Bidders must be present to bid. Bidders may bid on each item/lot as it is offered for sale. *This is not an absolute sale.* The U.S. Government reserves the right to reject any and all bids. In the event of a rejection, the item/lot may be reoffered one more time during the course of the sale. **THE AUCTIONEER'S DECISION IS FINAL** with concurrence from the Sales Contracting Officer (SCO).

TAX IDENTIFICATION NUMBER: *In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement 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. NOTE: A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). Bids will not be considered for award from anyone not providing this information. 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.*

PRIVACY ACT NOTICE: The "Privacy Act Notice", is hereby incorporated by reference. Copies of the notice are available upon request from the GSA sales office conducting this sale.

ELIGIBILITY OF BIDDERS: Bidders must be at least 18 years of age. Any breach of this warranty, the Government shall have the right to annul this contract without liability.

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 this sale. All items awarded to you as the high bidder are contractually yours and must be paid for and removed within the time allowed by the invitation for bid. Failure to do so will subject you to pay as liquidated damages 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) \$200.00. **IN THE EVENT PURCHASER FAILS TO PERFORM THEIR CONTRACTUAL OBLIGATIONS (PAYMENT AND REMOVAL) AS SPECIFIED IN THIS INVITATION FOR BID, PURCHASER WILL AUTOMATICALLY BE PLACED IN DEFAULT.**

THIS IS YOUR OFFICIAL NOTICE OF DEFAULT.

NO FURTHER NOTICE WILL BE PROVIDED. The default time frame will be the next seven (7) calendar days. Upon purchaser's failure to cure such default within that period, the purchaser shall lose all right, title, and interest which he/she might otherwise have acquired in and to such property as to which default has occurred. The purchaser agrees that in the event he/she fails to pay for the property or remove same within the prescribed period(s) of time, the Government shall be entitled to retain liquidated damages as described above. **NOTE: 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 and an additional liquidated damages charge as described above may be assessed.** Condition 9 (SF-114C) Default, is amended.

DESCRIPTION WARRANTY: CONDITION OF PROPERTY IS NOT WARRANTED 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 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. **Clause No. 2 of Standard Form 114C is deleted.**

VEHICLE INSPECTION: During your inspection, we ask you to check the condition of the vehicle and equipment; such as the interior, windows, doors, body, paint, engine, air conditioner, heater, etc. The extent of vehicle inspection, including motor starting, will be at the discretion of the custodian consistent with available personnel and maintenance of adequate security. As expressed in the sale terms, we do not warrant the condition of the property. *These are used vehicles for sale.* Deficiencies, when known, have been noted in the item description; however, absence of any indicated deficiency does not mean the item may not have deficiencies. The government provides an inspection period for prospective bidders to determine the true condition and to bid accordingly. Failure to inspect will not be considered a basis for cancellation of the contract. **Bidders are cautioned to inspect the property before bidding.**

ORAL STATEMENTS AND MODIFICATIONS: Any oral statement or representation by any representative of the Government, changing or supplementing the offering 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 designated representative.

AIR POLLUTION CONTROL DEVICES: The buyer of any vehicle, from the U.S. Government, is responsible for having air pollution control devices installed and obtaining a certificate of compliance from the appropriate state registration official.

SALES TO GOVERNMENT EMPLOYEES: 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 ARE INELIGIBLE.**

SALES AND USE TAX LIABILITY: The purchaser of property from the U.S. Government may be subject to payment of state and/or local use tax. The United States Government is not responsible for collection of state and/or local taxes

TITLE: Standard Form 97 (The United States Government Certificate to Obtain Title to a Vehicle) will be issued to the buyer of each motor vehicle sold. An SF-97, will not always be issued for vehicles sold as salvage or scrap. If an SF-97 is issued, the document will indicate that the vehicle is

for salvage or scrap only. Subsequent SF-97's will not be issued regardless of repairs made. SF-97 is not a motor vehicle registration form. It is evidence of title only, to be used by the buyer to obtain a proper state motor vehicle registration. It is the buyer's responsibility (when taking possession of and prior to physical removal from this facility) to check the Standard Form 97 for completeness as well as accuracy. This document cannot be altered in any fashion or erased. If a discrepancy is noticed the day of the sale and the Sales Officer is still on site, corrective action will be taken. If your SF-97 requires correction after the sale date, contact the GSA Sales Contracting Officer of record listed below for action.

REVOCATION CLAUSE: The bidder (offeror) warrants that he/she is not delinquent in the payment of any debt due to 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**.

DISPUTES: Any contract resulting from this offering is subject to the Contract Disputes Act of 1978, Public Law 95-563 as amended to include the Alternative Dispute Resolution Act (enacted Nov. 15, 1990, Pub. L. 101-552). Copies of this clause are available upon request from the GSA sales office conducting this sale. All claims should be sent to the Sales Contracting Officer as provided below.

EXCHANGE/SALE PROPERTY: Some items in this invitation for bids are being offered in accordance with the exchange/sale provision of Section 201(c) of the Administration Services Act of 1949, 63 Stat.384 as amended (40 U.S.C. 481(c))

GSA Sales Contracting Officer (SCO): *Corlette Bumbrey GSA Sales Branch (3QSCC)703-605-9319 Fax 703-605-9354
6808 Loisdale Road Bldg A Suite 2 Franconia VA 22150*