

GSA SPECIAL TERMS AND CONDITIONS -
GENERAL SERVICES ADMINISTRATION, REGION 3
SALE DATE JULY 20, 2010
AUCTION SALE NUMBER: 3BFBPC-10-528

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 JULY 20, 2010

REMOVAL OF PROPERTY: All property must be removed by:

4:00 PM JULY 20, 2010

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:

July 19, 2010, 9 am - 5:00 pm
July 20, 2010 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: Amy Anthony

**Address: General Services Administration
1000 Omega Drive, Suite 1155 3QMIDA
Pittsburg, PA 15205**

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