

Terms and Conditions for Online bidders:

**In reference to G.S.A. purchased vehicles;**

1. All purchases made must be paid for day of sale. Approved method of payment is: credit card, Floor plan (DSC, GAAC, MAFS) or E.F.T. (call 800-830-3191 for details). No exceptions.
2. The Bid price is the purchase price. G.S.A. vehicles are not subject to buy fees, internet bid fees etc.
3. Non – DSC, GAAC, MAFS floor planning may be accepted, however, it is the customer's responsibility to make sure that the Auction accepts specific floor plan. All non-DSC, GAAC, MAFS floor planning incurs a \$50 charge per car as the auction may experience delay in being paid by Floor Plan Company.
4. There is no auction arbitration for vehicles sold for GSA. Any buyer who believes a vehicle has been misrepresented may contact GSA directly. Mike Gauntt is the GSA representative for this sale. He may be reached at 816-823-3639
5. No offers will be taken on GSA vehicles prior to or following the sale.
6. Condition Reports are provided as a convenience and in many cases are products of one individual's opinion. Auction will not be responsible for minor errors. Decision of auction and the GSA Representative will be final in all disputes.
7. Given the delay in time between live floor bids and internet bids, the bid recognized by the auctioneer will stand. In the case of any dispute between the floor bidder and the internet bidder, the floor bidder will be recognized. Bidding via the internet is not a substitute for attending a live sale. It assists in providing access to a sale when no other option is available.
8. All internet bids will be considered a binding agreement to purchase the vehicle at the bid price. All high bids / offers will be valid 24 hours after the close of the internet sale.

**GENERAL SERVICES ADMINISTRATION, Region 6**

**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, 4/01 Edition, (pages 1-5), including Special Auction Conditions (page 9) are incorporated herein by reference. These standard forms are available upon request.

**CHANGES TO THE SF 114C ARE AS FOLLOWS:**

**DESCRIPTION WARRANTY:** (Condition No. 2 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 misrepresentation is determined before removal of the property, the Government will keep the property and refund any money paid. If a misrepresentation 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 misrepresented 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 misrepresented property. The purchaser is not entitled to any payment for loss of profit or any other money damages, special, direct, indirect, or consequential.

**VEHICLE INSPECTION:** 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. During your inspection we ask that you check the condition of the vehicle and equipment; such as the interior, windows, doors, body, paint, engine, air conditioning, heater, etc. The extent of vehicle inspection, including starting the motor, will be at the discretion of the custodian consistent with available personnel and maintenance of adequate security. **CONDITION OF PROPERTY IS NOT WARRANTED 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.

**FORMS OF PAYMENT:** (Condition No. 4 is deleted and the following applies). Forms of payments shall be as follows: **: Cash, cashier's check, money order, VISA, Master Card, American Express, Discover credit cards will be accepted for the purchase price only, Personal checks payable to Lincoln Auto Auction will be accepted ONLY when accompanied by a letter of guarantee from your lending institution for the exact purchase amount.**

**State sales tax, licensing, registration or any other applicable fees cannot be paid for with credit cards.**

**FULL PAYMENT** of the purchase price must be made **NO LATER THAN: AT THE CONCLUSION OF THE SALE**

**DEFAULT:** (Condition 9 of the SF 114C is deleted and the following applies) Bidders are cautioned to bid only on items they are prepared to pay for and remove in accordance with the terms and conditions of this sale. Failure to pay for and remove all items awarded within the specified time could result in termination of the contract. The bidder also may be subject to paying liquidated damages. **The following supersedes Clause No. 9 of the SF 114C.** In the event the purchaser fails to perform contractual obligations (payment and removal) as specified in the Invitation for Bid (Sale brochure), the following action applies: Purchaser will automatically be placed in default. **"THIS IS YOUR OFFICIAL NOTICE OF DEFAULT". This default must**

**be cured by close of business within two (2) working days of the date of this Auction.** 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 the 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, 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.

**DISPUTES:** Any contract resulting from this offering is subject to the Contract Disputes Act of 1978, Public Law 95-563. The current "Disputes" clause is hereby incorporated by reference. Copies of the clause are available upon request from the office conducting the sale.

**REVOCATION OF AWARD:** "The bidder 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."

**REGISTRATION:** All bidders must have a bidder number in order to bid. Bidders may register and receive this catalog during inspection. Your SF 97 U.S. Government Certificate to obtain title to a vehicle will read exactly as registered.

**REMOVAL OF PROPERTY: All property must be removed by: AT THE CONCLUSION OF THE SALE**

**ALTERNATIVE FUEL VEHICLES** may have special requirements. Please consult your owner's manual for specific information.

**LOW CLEARANCE VEHICLES:** Some sedans have dents in the rails due to low clearance. Bidders are cautioned to inspect these vehicles thoroughly and bid accordingly.

**EXCHANGE/SALE PROVISION:** Property offered in this invitation for bid is being offered in accordance with the Exchange/Sale provision of Section 201 c of the Federal Property and Administrative Services Act of 1949, 63 Stat.384, as amended (40 U.S.C. 481c).

**PUBLIC LAW:** In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, Tax Identification Number (TIN) or Social Security number 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).

**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.

**BUY "NOW" FIXED PRICE:** Vehicles may be available via the Internet during the scheduled inspection date(s), on a "first come-first served" sale basis. Vehicles offered in this manner will have non-negotiable prices posted. Only vehicles marked will be offered in this manner. Vehicles sold in this manner will not be available at the live auction.

**SALES CONTRACTING OFFICER OF RECORD**

Any claim arising out of this sale must be addressed in writing to the assigned Sales Contracting Officer of record. The Sales Contracting Officer is:

Michael A. Gauntt  
Acquisition/Remarketing Manager  
Fleet Services Branch (6QMDA)  
U.S. General Services Administration  
1500 E. Bannister Rd., Bldg 6  
Kansas City, MO 64131-3009  
Tel: 816-823-3639  
Fax: 816-823-2063