



## ***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 Sale of Government Property General Sale Terms and Conditions - [Standard Form 114C](#) (Rev. 04 / 2001) (SF-114C), which are incorporated by reference, apply to all sales of GSA Fleet vehicles. This standard form is available upon request.

1. **INSPECTION:** This clause of the SF-114C is unchanged.
2. **CONDITION AND LOCATION OF PROPERTY:** This clause of the SF-114C is deleted and replaced by the following:

**LIMITED DESCRIPTION WARRANTY.** The Government warrants to the original purchaser that the property listed in the Invitation for Bids or the Fleet Sales Catalog will conform to its description only. Condition of property is not guaranteed. Deficiencies, when known, have been noted in the item description; however, the absence of any indicated deficiencies does not mean there are none. Announced conditions at time of sale supersede the description in the Invitation for Bids or the Fleet Sales Catalog.

If a mis-description is determined, the Government will keep the property and refund any money paid unless an equitable resolution is agreeable between both parties. 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be made by electronic funds transfer (EFT) or a credit back to the credit card, if paid with such, on which payment was originally made. If a mis-description is determined after removal, the purchaser may be required to take the property at his or her expense to a location specified by the contracting officer. No refund will be made unless 1) the purchaser is still in possession of, and the owner of the vehicle, and 2) 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. Purchasers 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-



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described property. The purchaser is not entitled to any payment for loss of profit or any other monetary damages, including special, direct, indirect, or consequential damages.

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 supplemented with the following:

A valid driver's license or other form of Federal, state or local government issued photo identification information must be presented by all high bidders at time of payment.

Acceptable forms of payment shall include:

- a. Cash
  - i. Cash may not be accepted at all auction locations. Check with the auction facility or the Sales Contracting Officer prior to sale to determine the acceptability of cash as a form of payment.
  - ii. All cash must be in U.S. currency
  - iii. 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](#).
- b. Credit card - MasterCard, VISA, American Express, or 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 individual credit card transaction is \$24,999.99.
  - ii. Any individual credit card transaction greater than \$24,999.99 will be rejected.
  - iii. Any individual transaction amount above \$24,999.99 must be paid by another form of payment.
  - iv. Individual transactions greater than \$24,999.99 may not be split into two or more transactions over one or multiple days if the multiple transactions would cause the total charge to exceed the individual transaction maximum dollar amount of \$24,999.99. Splitting a transaction violates card network and Fiscal Service



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- rules.
- v. For a customer that attempts multiple transactions on the same day with the same credit card, those transactions causing the total charge to exceed the limit of \$24,999.99 will be rejected.
  - vi. For more information on this limitation from the U.S Treasury Department visit: <https://tfm.fiscal.treasury.gov/v1/p5/c700.html>
- c. Debit cards - Must be backed by a United States financial institution. Debit cards with dollar limitations and/or requiring a PIN number are not acceptable. Debit card transactions have no U.S. Treasury daily transaction limit.
- 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. The following type of checks, subject to the conditions noted, may be used with advance approval from the auction facility:
- 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 – State and local governments 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. (See [FMR 102.38.350](#))



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While multiple forms of payment will be accepted to purchase a 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 in accordance with the payment due date listed in the Invitation for Bid or the Fleet Sales catalog for each sale.

5. **BID PRICE DETERMINATION:** This clause of the SF-114C is unchanged.
6. **PAYMENT:** This clause of the SF-114C is unchanged.
7. **TITLE:** This clause of the SF-114C is supplemented with the following:

A United States Government Certificate to Obtain Title to a Vehicle, Standard Form 97-1 (SF-97-1) and a purchaser's receipt will be issued to the buyer of each motor vehicle sold. The SF-97-1 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-97-1 in no way serves as a waiver for payment of motor vehicle registration fees, nor county or State taxes assessed on the vehicle, subsequent to its purchase. The SF-97-1 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.

The SF-97-1 can only be made out to the individual purchasing the vehicle. There are times when buyers require/request a duplicate copy of the SF-97-1. Any request for a duplicate SF-97-1 must be made in writing to the Contracting Officer of record. Please be advised there may be a fee associated with this request.

**SALVAGE VEHICLES:** A branded SF-97-1 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". A subsequent SF-97-1 will not be issued regardless of repairs made.

8. **DELIVERY, LOADING, AND REMOVAL OF PROPERTY:** This clause of the SF-



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114C supplemented with the following:

### **The Government does not provide nor arrange for the transportation of vehicles purchased at auction.**

A valid driver's license or other accepted form of Federal, state, or local government issued photo identification will be required to remove property from the sale premises. A copy of the identification 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, 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 valid driver's license or other accepted form of Federal, state, or local government issued photo identification, 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 or other form of Federal, state, or local government issued photo identification.

Property must be removed by with the removal date listed in the Invitation for Bid or the Fleet Sales catalog for each 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 facility, 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 other Federal, state, or local government issued photo identification, it will need to comply with the requirements of the Real ID Act. 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 with non-compliant identifications may present alternative forms of federal and local government issued photo 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 SF-114C is deleted and replaced with the



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following:

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 purchaser agrees that in the event he or she 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:

Award Amount	Liquidated Damages Fee Equal To
Less than \$875.00	Award Amount
\$875.00 and greater	\$875.00

In the event the purchaser fails to pay for or remove the vehicle as specified in these terms and conditions, the following action applies: Purchaser will automatically be placed in 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.

In the event the purchaser is placed in default, 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.**

Purchasers in default are not eligible to bid on future sales until all defaults are cured. See Provision #23 - Eligibility of Bidders.

10. **SETOFF OF REFUNDS:** This clause of the SF-114C is unchanged.

11. **INTEREST:** This clause of the SF-114C is unchanged.



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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 SF-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:** This clause of the SF-114C is unchanged.
22. **WITHDRAWAL OF PROPERTY AFTER AWARD:** This clause of the SF-114C is unchanged.
23. **ELIGIBILITY OF BIDDERS:** This clause of the SF-114C supplemented with the following:

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



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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 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.

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

**REGULATIONS:** This clause of the SF-114C is supplemented with the following:

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 GSA Fleet contracted auction house, or the Department of Motor Vehicles when/where the vehicle is being registered. **It is the purchaser's responsibility to determine applicability.**

**25. DEFINITIONS:** This clause of the SF-114C is amended to include the following:

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

**PRIVACY ACT NOTICE:** The Privacy Act Notice contained in the SF-114C is supplemented with the following:

**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,



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although the requirement to provide a TIN remains.

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

**SALE OF GOVERNMENT PROPERTY SPECIAL SEALED BID – TERM CONDITIONS:** These terms and conditions do not apply to the sale of GSA Fleet vehicles.

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

**SALE OF GOVERNMENT PROPERTY SPECIAL AUCTION CONDITIONS:** The special auction terms and conditions included in the SF-114C apply to all GSA Fleet vehicle sales. This section of the SF-114C is amended to supplement it with the following additional terms and conditions:

1. **HIGH BIDDERS:** High bidders will be required to acknowledge and sign bid cards/block tickets immediately after an item is awarded and prior to removal. If this requirement is not accomplished, the item may be re-offered. **THE GOVERNMENT HAS THE RIGHT TO REJECT ANY BID.**
2. **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. 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. Any claim for mis-description must be submitted to the contracting officer within 15 calendar days of the date of specified for removal as stated in provision 2 above. A claim by the purchaser 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.
3. **REVOCATION OF AWARD:** The bidder (offeror) warrants that they are not delinquent in the payment of any debt due the United States Government



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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.

4. **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).
  
5. **BUYER RESPONSIBILITIES:** The buyer of any vehicle from GSA is responsible for adhering to any Environmental Protection Agency (EPA) or National Highway Traffic Safety Administration (NHTSA) requirements. Additionally, buyers are 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.
  
6. **RECALLS:** Vehicles with known open recalls have been identified, but additional outstanding recalls may be possible. 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.
  
7. **TELEMATICS DEVICES:** Vehicles being sold may have telematics devices installed in the OBD-II (or similar) port. All telematics service subscriptions have been cancelled. Telematics devices have had any memory erased and the devices have been rendered permanently non-operational.
  
8. **CONCURRENT LIVE BROADCAST BIDDING SYSTEMS:** Concurrent live broadcast bidding may be offered as a courtesy. Neither GSA nor the Auction Contractor guarantee functionality, compatibility, or availability of concurrent live broadcast bidding systems. Registration with the auction facility 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.



U.S. General Services Administration

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