GENERAL SALE TERMS AND CONDITIONS (114C EXCERPTS)

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 Condition No. 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 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.

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 vast 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 sever 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, or purchase price of such item(s) if the, purchase price is less than $25: 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. 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.

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.

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.

15. LIMITATION ON GOVERNMENTS 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. "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. "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. "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.

20. ASSIGNMENTS OF CONTRACTS

Any contract awarded under the Invitation is subject to the provisions of 41 U.S.C. 1 5 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 1 8 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. Standard Form 114C (REV. 6-97)

SALE OF GOVERNMENT PROPERTY SPECIAL AUCTION CONDITIONS

A. SUBMISSION OF BIDS AND AWARD

(a) The Auctioneer will offer each numbered item separately. Bidders will communicate the amount of their bids either orally or by such other means as may be recognized by and acceptable to the Auctioneer. Unless otherwise provided in the Invitation, bid offers will not be recognized from any person not properly registered and where applicable issued a numbered paddle. (b) All items cataloged by weight, count or measure will be sold in like units unless specifically changed by announcement by the Auctioneer. The Government reserves the right to sell in such units or groups thereof as it deems most expedient. Items will not be subdivided or grouped unless specific announcement is made. (c) The Auctioneer's "knocking down" an item will constitute an award by the Contracting Officer to the successful Purchaser for each item except as otherwise, herein specifically provided. (d) In the event of a dispute as to the amount bid, item or item number, and/or paddle number of a Bidder, the Contracting Officer reserves the right to reoffer the item in question. Once an item is "knocked down", the Purchaser may not withdraw the bid. (e) Records of the Government, certified by the Contracting Officer, as to name and number of the Bidder, the bid, and amount thereof shall be prime facie evidence of the circumstances of the sale, and all disagreements will be resolved in accordance with such records. (f) Special provisions made by the Bidder will not be acceptable and will be cause for rejection of bids. The General Sale Terms and Conditions and Special Conditions of Sale constitute a part of the contract of sale between the Government and the Purchaser. All Bidders acknowledge (by signing the registration card) that they have full and complete understanding of the terms and conditions, and agree to be bound thereby.

B. PARTIAL PAYMENTS

(a) Unless full payment is required, the successful Bidder for any item must make a partial payment -on the day of the sale of at least 20% of the total amount awarded him/her. (b) Full or partial payments shall be made in the form prescribed in Condition No. 4, General Sale Terms and Conditions (Standard Form 114C). (c) In the event the successful Bidder has on file an approved Deposit Bond-Annual, Sale of Government Personal Property (Standard Form 151), that deposit bond may be used in lieu of the 20% partial payment required in subparagraph (a), above, when its use is authorized as an acceptable form of partial payment in the Invitation. Deposit Bond-Individual Invitations, Sale of Government Personal Property (Standard Form I 50), is also acceptable if it has been approved in advance by the selling agency, when its use is authorized as an acceptable form of partial payment in the Invitation. (d) The Purchaser agrees that in the event he/she fails to make partial payment on the day of the sale, as required by this clause, the contract price shall be increased in a sum equal to 5% of the amount of the required partial payment which remained unpaid on the date of sale for each day that the amount remains unpaid not to exceed 20% of such amount. Such amount will be considered paid at such time as payment is deposited in the mail or with a telegraph company.

DESCRIPTION WARRANTY

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 ex pense 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, 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 misdescribed property. The purchaser is not entitled to any payment for loss of profit or any other money damages, special, direct, indirect, or consequential.

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.

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A LETTER OF CERTIFICATION FROM THE FINANCIAL INSTITUTION IE BANK OR CREDIT UNION MUST ACCOMPANY PERSONAL OR BUISINESS CHECKS GUARANTEEING PAYMENT OF THE CHECK.