

GENERAL SERVICES ADMINISTRATION SPECIAL SALE TERMS AND CONDITION

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 the sale. 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 of 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. Clause Number 9 of the SF 114C has been deleted and replaced with this default clause. This language serves to change the minimum amount for liquidated damages to \$325 as stated below: "The purchaser agrees that in the event he 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 \$325 per instance." In the event the purchaser fails to perform contractual obligations (payment and removal) as specified in this document, the following action applies: The 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 the sale catalog. Upon the purchaser's failure to cure such default within that period, the purchaser shall lose all right, title, and interest which he or 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 or 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 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. CONTRACT DISPUTES ACT of 1978 (Pub. Law 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.

<http://www.gpo.gov/fdsys/pkg/STATUTE-92/pdf/STATUTE-92-Pg2383.pdf>

PUBLIC LAW: In accordance with Public Law No. 104-134, Section 31001, the Debt Collection 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 a business entity's Employer Identification Number (EIN). In accordance with the Privacy Act (5 U.S.C. 552a) the following notice is provided: The information requested is collected pursuant to section 31001 of the Debt Collection Improvement Act of 1996 (Pub. L. 104-134) for the 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: The Debt Collection Improvement Act of 1996 (Pub. L. 104-134) can be located at:

<http://www.gpo.gov/fdsys/pkg/PLAW-104publ134/pdf/PLAW-104publ134.pdf>