

**SALE OF GOVERNMENT PROPERTY
DOI SUPPLEMENTAL TERMS AND CONDITIONS**

Notice to Bidders: The Department of the Interior (DOI) has supplemental terms and conditions for the sale of aircraft and aircraft equipment which differ from the terms and conditions listed on the GSAAuctions® main page. The GSAAuctions® terms and conditions are applicable to DOI auctions unless specifically replaced by the supplemental terms and conditions below. DOI reserves the right to change its supplemental online sale terms and conditions at any time. Bidders are cautioned to periodically review the following supplemental terms and conditions for possible changes.

BIDDER INFORMATION AND REGISTRATON

NOTICE

All prospective bidders will be provided the opportunity to perform a thorough inspection of any/all items offered on each sale; thus relying exclusively on their own findings and determination in developing their bid. Failure to inspect will not be considered a basis for cancellation of a contract; however, failure to inspect may constitute the basis for the denial of a claim. It is the bidder's responsibility to perform inspection inasmuch as it is the Government's responsibility to offer an inspection period. Deficiencies, when known, will be indicated in the item description; however, absence of indicated deficiencies does not mean the item(s) may not have deficiencies. All items in this sale are sold AS-IS/WHERE-IS. No representations are made or implied as to the suitability of use or condition of the items sold. Items may or may not be complete as to their original intended use.

Notification of Sale Results.

The following replaces the Clause entitled "Notification of Sale Results" in the standard GSAAuctions® Terms and Conditions.

A successful bidder will be notified by an automated email from GSA Auctions. The successful bidder should contact the DOI contracting officer for the sale within 2 business days from the date and time the GSA Auctions award email notification was received. DOI will not be furnish bid results. It is the bidder's responsibility to follow-up on the status of his/her bid and to ensure that his/her email address and all registration data are kept accurate and up to date. If at any time, your information changes, it is your responsibility to update the appropriate information at GSA Auctions®. Warning: If any emails are undeliverable and returned due to an inaccurate email address, GSA Auctions® may remove such registrants from the database.

Title to Property.

The following replaces the Clause entitled "Title to Property" in the standard GSAAuctions® Terms and Conditions.

Buyers of aircraft will receive an FAA Bill of Sale Form. An aircraft Bill of Sale in no way serves as a waiver for payment of registration fees, nor county or state taxes assessed to the aircraft, subsequent to its purchase. Buyers of items other than aircraft will receive only the SF 114. Unless

otherwise provided in the auction/sale, title to property sold hereunder shall vest in the Purchaser when the property is removed from DOI premises by the successful bidder or his/her agent.

The way you register will determine how your information is displayed on sales paperwork. Either your name and address as an individual, or your name, company name and address must be completed as you wish it to appear on all subsequent paperwork. You can only select one option to indicate registering as an individual or company. Changes will not be permitted after award. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

BIDDING

Canceled Auctions.

The following replaces the Clause entitled “Canceled Auctions” in the standard GSAAuctions® Terms and Conditions.

Due to technical problems encountered from time to time, situations may arise that warrant the Government cancelling awards because full and open competition consistent with the value and nature of the property was not met. Items may be reoffered at a later date.

Mis-described Property.

The following replaces the Clause entitled “Mis-described Property” in the standard GSAAuctions® Terms and Conditions.

Prior to the closing of a sale, if an item has been determined to be inadequately described (for example: a gross omission regarding the functionality of an item, failure to cite major missing parts, and/or restrictions with regards to its use after purchase or removal are omitted in the description), the property may be considered as mis-described. If the Government is aware of this missed information prior to the close of a sale, the item may be pulled from the sale and resubmitted with the information or re-offered at a later date.

Default.

The following replaces the Clause entitled “Default” in the standard GSAAuctions® Terms and Conditions.

Bidders are cautioned to bid only on items they are prepared to pay for and remove in accordance with the online sale terms and conditions of this sale. Failure to pay for and remove all awarded items, or all items within a lot within the timeframe specified, could result in termination of the contract. The bidder will also be subject to paying liquidated damages. **The following supersedes Clause No. 9 of the SF 114C.**

If you are awarded an item on GSA Auctions®, you have a responsibility to pay for the item or lot that you were awarded within 10 calendar days from the date and time the award email notification was received and promptly remove it before 20 days from the date and time the award email notification was received, unless otherwise specified in the contract. If you fail to meet either of

these two conditions, you will be in violation of the online sale terms and conditions of your contract with the Government and will be considered “in default” of your contract.

As a defaulted bidder, you will be responsible for the payment of liquidated damages, an administrative fee for the processing and re-handling of the item for which you neglected to pay for and/or remove. The charge will total 20% of the purchase price of the award amount or \$200, whichever is greater. The Government shall be entitled to retain (to collect) this amount of the purchase price of the item(s) as to which the default occurred.

Further, if an item or lot has been paid for but only a portion of the lot has been removed, you will still be considered “in default”, and you will not be entitled to a partial refund (the difference of 20% or \$200).

In the event of a default, a bidder will lose all rights to place bids for other items for sale on GSA Auctions® until liquidated damages have been paid and the payment processed (see below). Defaulted bidders will only be allowed to "browse" items. At the time that liquidated damages are paid, the bidder will be given access to begin bidding on items.

PAYMENT AND REMOVAL

Payment and Removal Timeframes.

The following replaces the Clause entitled “Payment and Removal Timeframes” in the standard GSAAuctions® Terms and Conditions.

If you are the successful bidder, property must be paid for within 10 calendar days and property removed within 20 calendar days after the receipt of the award email notification of sale results, unless otherwise specified in the contract.

Forms of Payment.

The following replaces the Clause entitled “Forms of Payment” in the standard GSAAuctions® Terms and Conditions, which replaces Condition Number 4 of standard Form 114C, General Sale terms and Conditions is deleted.

Forms of payments shall be as follows: Acceptable forms of payment in U. S. Dollars only are: **cashier's check**, traveler's check, credit union cashier's check issued by a Federal or State chartered credit union, postal or commercial money order, and properly endorsed federal, State or local government checks. Credit card payments or wire transfers will not be accepted. A personal or company check 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 period of 30 days after the date of sale and that it covers the purchase of U.S. Government property only. **Full payment (payable to “DOI Office of Aviation Services”) must be made within 10 (ten)-working days after the date of award email notification of sale results.**

Removal.

The following replaces the Clause entitled “Removal” in the standard GSAAuctions® Terms and Conditions.

A minimum 24-hour advance notice must be made with the property custodian to coordinate anticipated removal date and time. The Government and/or the property custodian is not responsible for and will not make any removal arrangements. Purchaser will be required to make all removal arrangements (to include transportation conveyance, packing, labor, environmental compliance (i.e.) Federal, State, Local, Multi Jurisdictional, Political entity, and/or person or persons under the employ of the removing party, etc.). If the purchaser authorizes individuals other than him/herself to remove property, a written release of authority must be provided to the sales contracting officer, prior to executing the removal. Removal must be made with in TWENTY (20) working days from date appearing on the official notice of award document.

SUCCESSFUL BIDDERS ARE CAUTIONED THAT THEY ARE RESPONSIBLE FOR LOADING AND REMOVAL OF ANY AND ALL PROPERTY AWARDED TO THEM FROM THE EXACT PLACE WHERE THE PROPERTY IS LOCATED, AS INDICATED FOR EACH ITEM ON THE GSAAUCTIONS.GOV WEBSITE. The Purchaser will make all arrangements and perform all work necessary to effect removal of the property, to include loading, packing and transportation of the property.

SPECIAL NOTICES

Other Special Requirements and Conditions.

The following replaces the Clause entitled “Other Special Requirements and Conditions” in the standard GSAAuctions® Terms and Conditions.

Any offering from the U.S. Department of the Interior, through the Federal Acquisition Service's Internet Website, www.GSAAuctions.gov, is subject to the Online Sale Terms and Conditions, DOI Supplemental Terms and Conditions, and the General Sales Terms and Conditions (**Standard Form 114C, April 2001**). To view pdf files, you need Adobe's Acrobat Reader and it is obtainable for free online, if you do not have it already.

As a bidder on DOI offered sales, I recognize that I am subject to the Online Sale Terms and Conditions, General Sale Terms and Conditions (**Standard Form 114C, April 2001**) and the **Special Requirements and Conditions**, and that they are applicable to any item offered on the GSAAuctions.gov website, I offer and agree to purchase the item(s) at the price(s) for each item(s) as indicated.

WARNING TO PURCHASERS/RECIPIENTS:

The aircraft you have purchased or received in an exchange may not be in compliance with applicable FAA requirements. You are solely responsible for bringing the aircraft into compliance with 14 CFR Chapter I, or other applicable standards, by obtaining all necessary FAA inspections or modifications.

Terms and Conditions Effective Date: 01/27/2016