



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DENIED: September 15, 2015

CBCA 4673

AMIR AGHDAM,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Amir Aghdam, pro se, Irvine, CA.

Keaton Norquist, Office of Regional Counsel, General Services Administration,
San Francisco, CA, counsel for Respondent.

Before Board Judges **GOODMAN**, **WALTERS**, and **LESTER**.

GOODMAN, Board Judge.

Appellant filed this appeal from the contracting officer's decision denying his claim for costs incurred in repairing a vehicle purchased at an agency auction. Respondent has moved for summary relief. As we find no material facts in dispute, and that appellant is not entitled to relief as a matter of law, we grant respondent's motion and deny the appeal.

Background

On January 15, 2015, appellant purchased a Ford Focus sedan (the vehicle) at auction from respondent. The vehicle was sold pursuant to terms and conditions of Standard Form 114C. Clause 2 of that form states:

Unless otherwise provided in the invitation, all property listed therein is offered for sale “as is” and “where is.” Unless otherwise indicated in the invitation, the Government makes no warranty, express or implied, as to the quantity, kind, character, quality, weight, size or description of any of the property, or its fitness for any use or purpose.

In addition, the terms of sale stated:

LIMITED DESCRIPTION WARRANTY

Clause No. 2 of Standard Form 114C is deleted and replaced by this Limited Description Warranty. The Government warrants to the original purchaser that the property listed in the Invitation for Bids will conform to its description. Condition is not guaranteed.

Bidders were allowed to inspect the vehicles the day before the auction and the day of the auction before the auction occurred.

The description of the vehicle included, among other information, the make, model, year, color, VIN number, mileage, and that the tires had a tread depth of 5/32 inches or less. The description did not mention the condition of the transmission.

Appellant asserts that after he purchased the vehicle, he discovered that the transmission required repair. He sought \$4350 from respondent to repair the transmission, based upon estimates he received for the repair work.

Respondent’s contracting officer denied the claim, stating that the vehicle was not misdescribed, and therefore there was no breach of the limited warranty description.

Discussion

Summary relief is appropriate only where there is no genuine issue as to any material fact (a fact that may affect the outcome of the litigation) and the moving party is entitled to relief as a matter of law. Any doubt on whether summary relief is appropriate is to be resolved against the moving party. The moving party shoulders the burden of proving that no genuine issue of material fact exists. *Sullivan v. General Services Administration*, CBCA 936, 08-1 BCA ¶ 33,820.

In this case, respondent has met its burden. The vehicle was sold “as is.” The only warranty contained in the general sales terms and conditions was that the vehicle would be properly described. The fact that the vehicle was accurately described by year, make, model, and VIN number satisfies the warranty of description. *Farnam v. Department of the Treasury*, CBCA 2870, 12-2 BCA ¶ 35,159; *Ibarra v. Department of Homeland Security*, CBCA 1986, 10-2 BCA ¶ 34,573. That appellant had to pay for repairs to fix problems that were not specified does not obligate respondent to reimburse appellant for these repairs. *Farnam; Spicer v. General Services Administration*, CBCA 1532, 09-2 BCA ¶ 34,195 (purchase price could not be refunded or purchaser reimbursed for repairs to vehicle sold “as is”).

Decision

Respondent’s motion for summary relief is granted. The appeal is **DENIED**.

ALLAN H. GOODMAN
Board Judge

We concur:

RICHARD C. WALTERS
Board Judge

HAROLD D. LESTER, JR.
Board Judge