



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DENIED: October 24, 2025

CBCA 8278

JOE & PAUL CROUSE INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Paul J. Crouse, Vice President of Joe & Paul Crouse Inc., Columbia, PA, appearing for Appellant.

Anne C. McDermott, Office of General Counsel, General Services Administration, Philadelphia, PA, counsel for Respondent.

Before Board Judges **LESTER**, **KULLBERG**, and **ZICSHKAU**.

KULLBERG, Board Judge.

Appellant, Joe & Paul Crouse Inc. (JPC), appeals the contracting officer's decision (COFD) that denied its claim regarding the purchase of a motor vehicle at an auction. JPC contends that the vehicle had excessive motor noise, which was not disclosed at the time it was auctioned, and JPC seeks to return the vehicle at government expense. Respondent, the General Services Administration (GSA), contends that (1) it did not misdescribe the vehicle; (2) JPC failed to inspect the vehicle in advance of the auction; and (3) JPC improperly seeks to return the vehicle at government expense. For the reasons stated below, the appeal is denied.

Background

On October 18, 2024, GSA held an auction of fleet vehicles at America's Auto Auction Richmond in Richmond, Virginia. Exhibit 9 at 2.¹ The notice of the auction (auction notice) included the following general sale terms and conditions:

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 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be made by electronic funds transfer (EFT) or a credit back to the credit card, if paid with such, on which payment was originally made.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 [] 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 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 monetary damages, including special, direct, indirect, or consequential damages.

Id. at 2-3. Additionally, the auction notice incorporated by reference section one, Inspection, of GSA Standard Form 114C, Sale of Government Property General Sale Terms and

¹ Record citations are to exhibit pdf page numbers, including cover pages.

Conditions, (Rev. 4/2001), which advised potential bidders that they were “invited, urged, and cautioned to inspect the property prior to submitting a bid.” Exhibit 8 at 2. Bidders had the opportunity to preview vehicles on the day before and the morning of the auction. Exhibit 9 at 2.

JPC purchased a 2016 Ford Transit Wagon at the auction. Exhibit 6 at 2. The condition report for the vehicle included its make, model, year, and vehicle identification number (VIN), and the report represented that the vehicle was drivable. Exhibit 5 at 2.

On October 24, 2024, appellant informed GSA that the vehicle had a “bad motor that wasn’t announced.” Exhibit 3 at 2. In a later email, which was dated October 29, 2024, JPC inquired about returning the vehicle. *Id.* at 4. JPC’s representative stated in a November 2, 2024, email that he had relied upon the information in the vehicle description, which said nothing about motor noise, and he was “not physically at the Richmond Auto Auction.” *Id.* at 5.

On November 1, 2024, the contracting officer (CO) issued her COFD, which denied JPC’s claim. Exhibit 1. The COFD stated the following:

This vehicle was accurately described in the sale catalog and when it went across the block (NO KNOWLEDGE OF ISSUES WHEN IT WENT ACROSS THE BLOCK). **As per the GSA Sale Terms and Conditions referenced above, condition of the property is not guaranteed** and any claim for a misdescription must be submitted to the Contracting Officer within 15 calendar days following removal of the property on October 21, 2024. Your claim is hereby denied.

Id. at 3. JPC appealed the COFD to the Board and stated in its notice of appeal that the vehicle was “exhibiting excessive motor noise, which we suspect is due to a cracked piston.” Notice of Appeal at 1. Additionally, JPC alleged that it would not have purchased the vehicle if it had been aware of the condition and sought recovery of the cost of returning the vehicle. *Id.* The parties elected to have this appeal decided on the written record. GSA filed a brief, but JPC did not file a brief or supplement the record.

Discussion

At issue is whether the terms and conditions of the sale of the vehicle that JPC purchased provide any remedy for JPC’s allegations of excessive motor noise, which it attributes to a cracked piston. JPC purchased the vehicle subject to the terms and conditions of the sale that provided only a remedy in the case of a misdescription of the vehicle.

Consequently, “[i]n cases where the vehicle is sold ‘as is,’ the warranty of description is satisfied when the advertisement provides an accurate year, make, model, and VIN number.” *First Place Auto Sales, Inc. v. General Services Administration*, CBCA 7890, 24-1 BCA ¶ 38,534, at 187,309 (quoting *Godwin Anagu v. General Services Administration*, CBCA 5626, 17-1 BCA ¶ 36,812, at 179,413). That warranty of description does not include the condition of the vehicle as it relates to appearance, quality, or working order. *Id.* JPC has not alleged any misdescription as to the make, model, year, or VIN number of the vehicle, and the terms and conditions of the sale provided no other warranty regarding the condition of the vehicle.

JPC alleges that the vehicle had “excessive motor noise, which we suspect is due to a cracked piston,” but it also acknowledges that it conducted no inspection of the vehicle. “[A] successful bidder cannot establish that an item was misdescribed if the bidder complains of a problem that a bidder could have reasonably discovered during an inspection.” *First Place Auto Sales*, 24-1 BCA at 187,310 (quoting *Kenneth G. Hanke v. General Services Administration*, GSBCA 14097, 97-2 BCA ¶ 29,247, at 145,490). The condition report for the vehicle stated that it was “drivable.” There is no evidence that the vehicle was not drivable, and JPC has presented no evidence to document the existence of a cracked piston. To the extent that the vehicle may have had excessive motor noise, the Board finds it reasonable to conclude that an inspection of the vehicle—by starting the motor—would have been sufficient to discover that condition before purchasing it.

Finally, JPC erroneously seeks to recover the cost of returning the vehicle. Even if GSA had determined that the vehicle had been misdescribed, the terms and conditions of the sale required that JPC return the vehicle at its own expense to a location specified by the CO. Those terms and conditions of the sale did not provide for the recovery of any other “special, direct, indirect, or consequential damages.”

Decision

The appeal is **DENIED**.

H. Chuck Kullberg
H. CHUCK KULLBERG
Board Judge

We concur:

Harold D. Lester, Jr.
HAROLD D. LESTER, JR.
Board Judge

Jonathan D. Zischkau
JONATHAN D. ZISCHKAU
Board Judge