

Farmington Auto Auction

1661 W. Murray Dr. • P. O. Box 2931 • Farmington, NM 87401
Phone: (505)326-1005 • FAX (505)326-1007

WELCOME TO FARMINGTON AUTO AUCTION

Enclosed you will find a dealer packet. In order to properly register your dealership you will need to return the following to our office as soon as possible.

- 1. Application**
All information completely filled out and all applicable places signed.
- 2. FAA Terms & Conditions (2 pages)**
- 3. GSA Registration**
- 4. GSA Terms & Conditions (4 pages)**
- 5. Bank letter of Guaranty**
Signed and returned. This must be on file before we can accept any personal check.
- 6. Legible copies of driver's licenses for all authorized representatives.**

The Farmington Auto Auction is a Dealers Only Auction which takes place once a month to be announced Wednesday at 1:00pm. We are located at 1661 W. Murray Dr. Farmington on the newly widened truck route. The Farmington Auto Auction sits on 10 acres which includes an 8,000 sq. ft. auction building with two lanes, snack bar, offices and all the comforts of a first class building. Check us out on our website at <http://www.farmingtonautoauction.com>

The Farmington Auto Auction can also provide transportation of your vehicles with one of their transport trucks. Call the auction and ask for the transportation department and request a pickup, it's that simple.

If you are planning to attend the auction and would like to stay the night, we can reserve you a room at one of the many fine hotels in Farmington. All you need to do is call the auction and one of our representatives will make the reservations for you.

If you have any further questions, please don't hesitate to give us a call. We look forward to seeing you at one of our sales.

Sincerely

Farmington Auto Auction



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Date _____

Name: _____

Address _____

City _____ State _____ Zip _____

P O Box _____ City _____ State _____ Zip _____

SS # _____

Home Phone _____ Cell Phone _____ FAX _____

Email: _____

If you expect to buy, will use (subject to approval): Cash _____ Check _____ Credit Card _____

Signature

(Date)

Notes:

1. All titles will be registered under name of bidder registered above.

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Rules & Policies

- A. Dealers only-dealers must register and be approved before transacting business. FAA reserves the right to discontinue doing business with any dealer without notice for any reason.
- B. Each buyer and seller agrees that all transactions shall be governed by the rules of the auction set forth herein and posted on the premises and as announced at the sale. All legal matters pertaining thereto shall be determined under the laws of the State of New Mexico. Such rules and policies are subject to change by the auction at any time without notice.
- C. All vehicles must cross the block for sale.
- D. Vehicles consigned for sale at FAA must be accurately declared. Vehicles not accurately declared or misrepresented in any way will be subject to arbitration and/or sale rejection, with the consignor liable for all expenses incurred including the FAA sale fee.
- E. In the event a guaranteed item does not work, or the buyer believes that the vehicle has been misrepresented, the buyer may request arbitration. All request for arbitration must be filed before payment, and/or by close of business at FAA on sale day. FAA will determine if the request for arbitration is valid and if it is, will resolve by repair, price adjustment or sale rejection.
- F. If consignor agrees to repair the problem and it can be done in a timely manner, the car remains sold. FAA will control all repairs.
- G. Repairs estimated to be less than \$500.00 by FAA are the responsibility of the buyer.
- H. No rejects after sale day.
- I. Auction arbitrator is final authority and must approve and/or reject.
- J. The following must be announced (including as is vehicles in excess of \$1,500.00) unless other terms and/or conditions are announced by the auctioneer day of sale.
 - 1. Salvage Titles (all vehicles)
 - 2. Missing Emissions
 - 3. Flood Cars, Police Cars, Taxi Cabs
 - 4. Rebuilt Units
 - 5. Improper Alterations
 - 6. Cracked Blocks
 - 7. Accurate Mileage Disclosure (all vehicles)
 - 8. Frame Damage- any frame or sub-frame that is damaged, altered, or repaired causing vehicle to be unsafe or preventing alignment. (Buyer-Section J defects must be reported to FAA within seven (7) days.)
- K. Antifreeze is not the responsibility of FAA. Seller is responsible for antifreeze until unit is removed from auction premises.
- L. Auction does not guarantee: Year, model-trailers, boats, motorcycles, snowmobiles, homemade or modified vehicles: sold as is.
- M. All transactions must be approved by management.
- N. Sale is not final until payment has been made and title surrendered in accordance with these rules.
- O. Payment on all units must be concluded on sale day prior to leaving premises. Payment must be in the form of company check, draft, or cash, subject to auction approval.
- P. Do not remove keys from any vehicle on auction property. If keys need to be made, buyer or seller will be charged for them.
- Q. Consignor must surrender a negotiable title free of all liens or encumbrances, with related disclosure statements, to the office of FAA within 30 days as computed by FAA. If Consignor fails to do so and Buyer agrees to cancel the sale, Consignor shall reimburse FAA for the price paid and consequential damages incurred, including but not limited to sale fees, late title fees, transportation, reject, return expenses, repurchase expenses and reasonable attorney fees.

Signature

Date

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In the event of Consignor's failure to surrender title in a timely manner, as stated above, the buyer may elect to cancel the sale and return the subject automobile any time following 30 days. If buyer wishes to cancel the sale in such circumstances, buyer shall notify FAA during regular business hours to that effect. All parties agree that FAA shall retain final authority to approve the return of a vehicle pursuant to this rule. The parties here to agree that the buyer's sole remedy in such circumstances shall be the right to cancel the sale as just stated and to be reimbursed for any transportation expenses actually incurred in effecting the return of the subject vehicle as approved by FAA. All parties agree that this provision encompasses both the duties and the remedies of the parties with respect to a late title, notwithstanding any other right or remedy which may be provided by law or in equity.

- R. Method of title transfer and related disclosure statements will be conducted as per New Mexico state law.
- S. Auction does not provide any type of insurance coverage on vehicles consigned for sale, storage, or transportation, on or removed from auction premises. Auction will not be responsible for fire, theft, vandalism, wind, hail, collision, or any other damage. The legal or equitable owner of vehicle agrees to assume all such risks arising from such ownership and shall provide insurance for same.
- T. Each buyer and seller authorizes FAA to act as his agent and trustee to purchase, sell, transport and store vehicles, transfer ownership thereof and execute any disclosure statements relating thereto. Each buyer and seller agrees to indemnify it, hold it harmless and defend it against all claims, loss damage, expense, and attorney fees that it may sustain by reason of acting as his agent and trustee, or by reason of default by either buyer or seller.
- U. The amount of the auction company's liability under its guaranty of title of the vehicle the subject of this transaction, shall never exceed the sale price of said vehicle in this transaction, and the maximum amount of the auction company's liability under its said guaranty shall be reduced by deducting from said sale price 2% thereof on the first of each month following the date of this transaction, and all liability of the auction company will expire and terminate on the first day of the fiftieth month after the date of this transaction.
- V. The auction company's guaranty of title is expressly limited to the buyer of the vehicle in the transaction the subject hereof, and said guaranty is not negotiable or transferable. The auction company's guaranty to the buyer shall be void if the purchase price for the vehicle is not paid by the buyer. The guaranty does not protect against defects in the title known to the buyer whether listed as exceptions to the title on the instrument or not. Whatever any claim is made by any person against the title of said vehicle, whether by suit or otherwise, the buyer shall within five days after becoming aware of said claim notify the auction company, giving full particulars of the claim, and shall cooperated fully in defending any legal action and in taking any other steps to minimize possible loss. On payment of any claim under this guaranty the buyer will execute all necessary papers subrogating its right to recover against the seller, or other, to the auction company.
The buyer shall not surrender possession of the vehicle, except as required by legal process, to any such claimant, nor shall it voluntarily pay or acknowledge the validity of any such claim, without prior approval of the auction company.
Time is of the essence of this agreement and any failure on the part of the buyer to notify the auction company of any such claim shall vitiate the auction company's liability under this guaranty. Likewise, failure of the buyer to cooperate in defending any such claim shall relieve the auction company of the liability under this guaranty.
- W. Firm/Close pricing structure. A FIRM price is within \$50 of low price stated at check-in. A CLOSE price is within \$200 of low price stated at check-in.

Signature

Date



Bidder Number

GSA SALE INFORMATION

MUST BE COMPLETED PRIOR TO SALE

Name (Please Print) _____

Complete Address _____

Telephone Number _____

Email Address _____

I, the undersigned, agree that any bids submitted by me will be subject to the General Sale Terms and Conditions (Standard Form 114C) and any Special Terms applicable to this sale, copies which I have received or have been made available to me. Further, by signing below, I certify that I am not indebted to the Federal Government nor do I appear on a Government debarred listing.

Please indicate below how you learned of this sale.

- GSA Webpage Newspaper Ad Friend/Relative Sign/Poster
- Radio Ad Other _____

Signature X _____

FORM OF PAYMENT

VISA MASTERCARD AMERICAN EXPRESS DISCOVER
PERSONAL OR COMPANY CHECK, ONLY WHEN ACCOMPANIED
BY A BANK LETTER GUARANTEEING PAYMENT.

Warning: GSA reserves the right to change these sale terms and conditions. Bidders are cautioned to periodically review these terms and conditions for possible changes.

Each sale location may have Special Terms and Conditions that are applicable and supersede the following.

GENERAL SALE TERMS AND CONDITIONS: The General Sale Terms and Conditions (Standard Form 114C (Rev. 04 / 2001, pages 1-5 & 9), are incorporated herein by reference. These standard forms are available upon request.

Terms and Conditions of Sale

ELIGIBILITY OF BIDDERS:

Bidders must be at least 18 years of age. GSA Employees (including members of their immediate households) are prohibited from purchasing, either directly or indirectly, any government property being sold. Contractors and sub-contractors (including members of their immediate household) that are involved with the administration of this sale are also prohibited from purchasing, either directly or indirectly, any government property being sold. Employees of other government agencies may purchase government personal property unless prohibited by their agency regulations. For breach of this eligibility standard, the Government shall have the right to annul this contract without liability. Further, the bidder warrants, by accepting these sale terms and conditions and submitting a bid, that he/she is not delinquent in paying for previous purchases of Federal personal property and any related charges. Indebted bidders will be ineligible for contract awards. Bidders will not be able to bid on items offered until all debts have been cleared. This sale is open to the public. Bidders must attend the sale in order to bid. Bidders must be registered for the GSA sale and sign to agree to the terms and conditions of the sale in order to bid.

SOCIAL SECURITY NUMBER OR TAX IDENTIFICATION NUMBER:

In accordance with Public Law No.104-134, Section 31001, the Debt Collection Improvement Act of 1996: a Social Security Number (SSN) or company Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Bids will not be considered for award from any one not providing this information. Non U.S. citizens must provide passport or VISA information in lieu of a SSN or TIN. (Warning: absence of a SSN or TIN may result in the rejection of any claim(s)) Individuals purchasing a vehicle for another person or company must furnish the information stated above and have a letter showing Power of Attorney from that person or company authorizing the buyer to purchase Federal Surplus Property on their behalf. Power of attorney is not required if the purchaser is a licensed dealer and registered as such, although the requirement to provide a TIN remains.

HIGH BIDDERS:

High Bidders will be required to acknowledge and sign bid cards/block tickets immediately after an item is declared sold. If this is required and not accomplished, the item will be re-offered. THE GOVERNMENT HAS THE RIGHT TO REJECT ANY BID.

PAYMENT:

Clause No. 4 of Standard Form 114C is changed as follows. A valid Driver's License or other accepted form of federal, state or local government issued photo identification information will be captured and recorded for all high bidders at time of payment. Acceptable forms of payment shall include: cash (in U.S. currency), credit card, cashier's check, credit union cashier's check issued by a Federal or State chartered credit union, traveler's check, postal or commercial money order, and properly endorsed Federal, State, or local government checks. 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 specific sale date at which it is intended to be used, and that it covers the purchase of U.S. Government property only. The letter must be signed by the bank official affirming the guarantee. Checks and forms of instrument payment other than cash must be made payable to the auction facility.

MasterCard, VISA, American Express, Discover credit cards may be accepted. Acceptance of credit cards is subject to verification and approval by the issuing bank. Not all credit cards are accepted at all locations. Debit cards may be accepted. Debit cards must have a Visa or MasterCard backing. Check with your local auction house to determine the accepted credit/debit cards for that location. WHILE MULTIPLE FORMS OF PAYMENT WILL BE ACCEPTED FOR A PURCHASED VEHICLE, NO MORE THAN **TWO** CREDIT CARDS MAY

BE USED TO RENDER PAYMENT FOR ANY ONE VEHICLE. In the event the bidder is purchasing for another individual or company and uses a credit card not imprinted with the bidder's name, a power of attorney permitting the use of the credit account will be required. Power of attorney is not required if the purchaser is a licensed dealer and registered as such.

For vehicles purchased on-line through www.gsaauctions.gov there may be up to a 48-hour delay between the processing of payment and notification arriving to the custodian auction facility. Please verify with the auction house that payment has been received before attempting to remove the vehicle(s).

REMOVAL OF PURCHASED PROPERTY:

THE GOVERNMENT DOES NOT PROVIDE FOR, NOR ARRANGE, THE TRANSPORTATION OF VEHICLES PURCHASED AT AUCTION. It is the Bidder's responsibility to arrange for the loading and removal of purchased vehicles within the time frame specified within the applicable Special Term and Conditions at time of sale. The display of a valid Driver's License or other accepted form of identification will be required to remove property from the sale premises. For vehicles purchased from an auction location, a valid gate pass issued by the auction is required. The credit card used to make payment must be displayed at time of removal for vehicles purchased on-line and paid via credit card. If said credit card is not available, and a power of attorney provided in lieu thereof, removal of property may be delayed until the identity of the removing agent can be verified with the buyer.

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 of such laws or regulations.

The buyer of property from the U.S. Government purchased through a contracted Auction House may be subject to state and/or local use tax. The U.S. Government is not responsible for collection of state and/or local use taxes. Sales and/or use tax officials are permitted to examine records of Federal personal property sales to determine tax liability. Sales tax, where applicable, will be collected by the auction house, or the Department of Motor Vehicles when/where the vehicle is being registered. THIS IS YOUR RESPONSIBILITY TO DETERMINE APPLICABILITY.

WITHDRAWAL OF PROPERTY:

The government reserves the right to make withdrawals of property offered for sale at any time prior to removal.

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. If a mis-description is determined before removal of the property, the Government will keep the property and refund any money paid. If a mis-description is determined after removal, the Government will refund any money paid if the purchaser takes the property at his or her expense to a location specified by the contracting officer. No refund will be made unless the purchaser submits a written notice, claiming a mis-description, to the contracting officer within **15 calendar days** of the date of specified for removal and maintains the property in the same condition as when removed. Bidders 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. 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 or recovery under this provision is limited to the purchase price of the mis-described property. The purchaser is not entitled to any payment for loss of profit or any other money damages, special, direct, indirect, or consequential. Any refund of payment, full or 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.

REVOCAION OF AWARD:

The bidder (offeror) warrants that he is not delinquent in the payment of any debt due the United States Government resulting from prior purchase of surplus personal property. In the event the Government determines after award that the bidder has breached warranty, the Government shall have the right to annul the contract without liability.

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: 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 purchaser's failure to cure such default within that period, 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 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.**

TITLE:

A Standard Form 97 (The United States Government Certificate to Obtain Title to a Vehicle) and a Purchaser's Receipt will be issued to the buyer of each motor vehicle sold. A Purchaser's Receipt only will be issued for property other than vehicles. The SF-97 is not a motor vehicle registration. It is evidence of title only and is to be used by the purchaser to obtain a proper state motor vehicle registration. The SF-97 in no way serves as a waiver for payment of registration fees, nor county or State taxes assessed to the vehicle, subsequent to its purchase. The SF-97 is accepted in all 50 states and U.S. territories. The Government makes no claims as to the acceptance of this Standard Form outside of these areas.

Note: There are times when buyers require/request a duplicate copy of the SF 97. Any request for a duplicate SF-97 must be made in writing to the Contracting Officer of record. Please be advised there may be a fee associated with this request.

ORAL STATEMENTS AND MODIFICATIONS:

Any oral statement or representation by any representative of the Government, changing or supplementing the offering 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 Sales Contracting Officer or his/her designated representative.

DISPUTES:

Any contract resulting from this offering is subject to the Contract Disputes Act of 1978, (41 U.S.C. 601-613) Public Law 95-563 as amended to include the Administrative Dispute Resolution Act (enacted Nov. 15, 1990 (Pub. L. 101-552)). The current Disputes clause is hereby incorporated by reference. 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 Sales Contracting Officer for decision. A claim by the Government against the purchaser shall be subject to a decision by the Sales Contracting Officer. Copies of the clause are available upon request from the GSA Sales Office conducting this sale.

EXCHANGE SALE:

This property is being offered in accordance with the exchange/sale provisions of Section 201(a) of the Federal Property and Administrative Services Act of 1949 Stat. 384 as amended (40 U.S.C. 503a).

SALVAGE VEHICLES:

A branded SF-97, Certificate to Obtain Title to a Vehicle, will be issued for vehicles sold as salvage or scrap. This brand may indicate that the vehicle is sold as "salvage," "salvage – Not to be titled for highway use," or that the vehicle is sold as "salvage – parts only". Subsequent SF-97s will not be issued regardless of repairs made.

AIR POLLUTION CONTROL DEVICES:

The buyer of any vehicle from the U.S. Government is responsible for having air pollution control devices inspected and or installed and obtaining a certificate of compliance from the appropriate state registration official. Accordingly the Auction House (in accordance with applicable state laws) may have the vehicle inspected prior to obtaining title and collect the fee associated with the certificate of compliance at the time of payment.

ALTERNATIVE FUEL VEHICLES:

These vehicles may have special requirements. Please refer to the owner's manual for specific information or consult with the appropriate manufacturer or dealer.

RECALLS:

Vehicles being sold could have outstanding recalls. Potential buyers should contact the National Highway Traffic Safety Administration at <http://www.nhtsa.gov> for more information on recall campaigns. Buyers should contact a manufacturer's dealership in their local area that services that brand of vehicle to address any outstanding recalls, or to verify that all recalls that have been addressed are completed.

SALES CONTRACTING OFFICER OF RECORD

Name: Victor Flores

Address: 6500 Boeing Dr. Suite 0-200 El Paso, TX 79925

Telephone: (915) 724-3203 Cell: (915) 525-2010

Fax: (915) 772-1268

Email: victor.flores@gsa.gov

GSA Fleet Vehicle Sales Terms and Conditions for Internet Sales

Vehicles may be inspected at designated times or by appointment, with arrangements to be made with the auction location at which the vehicle is located. Payment is required in full within 2 days following the close of the auction. Removal must be completed, or arranged for with the vehicle custodian, at time of payment. Transportation services may be acquired through the auction house at additional cost, if available. No providers of such services are endorsed by GSA Fleet.

Please use the contact information at the top of the page for more information. To find auction dates and times, please visit our website at <http://www.autoauctions.gsa.gov>

A Standard Form (SF) 97-1 (The United States Government Certificate to Obtain Title to a Vehicle) and a Purchaser's Receipt will be issued to the buyer of each motor vehicle sold. For property other than vehicles only a Purchaser's Receipt will be issued. The SF97-1 is not a motor vehicle registration. It is evidence of a vehicle's ability to obtain title only and is to be used by the purchaser to obtain a proper state motor vehicle registration.

GENERAL SERVICES ADMINISTRATION SPECIAL SALE TERMS AND CONDITIONS

- a. **GENERAL:** Government property in this sale will be offered to the public via Internet auction. Mailed, telegraphic, or telephonic bids will not be accepted. To participate in the sale all bidders must comply with the GSA General Sale Terms and Conditions, and the GSA Special Terms and Conditions applicable to this sale.
- b. **SALE TERMS AND CONDITIONS:** The General Sale Terms and Conditions, Standard Form (SF) 114C (Rev. 4/01, pages 1-5), including Special Auction Conditions (page 9), are incorporated herein by reference. These terms and conditions can be found at:

<http://www.gsa.gov/portal/forms/download/115626>

The government has the right to reject any and all bids. Items not awarded may be re-offered during the sale or at an upcoming auction. Failure to register prior to the close of the auction shall confer no liability to the Government.

- c. **REGISTRATION: ALL BIDDERS MUST BE PROPERLY REGISTERED IN ORDER TO BID.** Bidders must register to bid according to the requirements of the Internet auction.
- d. **BIDDERS INDEBTED TO THE GOVERNMENT:** The bidder warrants, by accepting the sale terms and conditions and submitting a bid, that he or she is not delinquent in paying for previous purchases of Federal personal property, including any debt administratively found due. Indebted bidders will be ineligible for contract awards until all prior debt is repaid. Debt repayment may be made at time of award.

- e. **REVOCATION OF AWARD:** "The bidder (offeror) warrants that he/she is not delinquent in the payment of any debt due the United States resulting from a prior purchase of surplus personal property. In the event the Government determines after award that the bidder has breached this warranty, the Government shall have the right to annul the contract without liability."
- f. **FORMS OF PAYMENT:** Condition No. 4 of SF-114C is deleted and the following applies: Payment is required as prescribed in the special terms and conditions available for each sale. Cash payments shall be in U.S. currency. Other acceptable forms of payment may include credit/debit cards, cashier's check, credit union cashier's check issued by a Federal or State chartered credit union, traveler's check, postal or commercial money order, and properly endorsed Federal, State, or local government checks. Personal or company checks may be accepted as payment. It is necessary to verify their acceptance with the auction location prior to bidding. 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 sale date, and that it covers the purchase of U.S. Government property only. Checks and forms of payment other than cash must be made payable to the auction facility.

MasterCard, VISA, American Express, Discover credit cards will be accepted. Debit cards will be accepted only with the backing of a major credit card company. Acceptance of credit cards is subject to verification and approval by the issuing bank.

FULL PAYMENT IS DUE AT THE AUCTION HOUSE NO LATER THAN TWO (2) BUSINESS DAYS FOLLOWING THE CLOSE OF THE AUCTION.

- g. **REMOVAL OF PROPERTY:** All property must be removed, or removal arrangements made with the vehicle custodian, at time of payment. Should the successful buyer elect to have property removed by someone other than him/herself, a notarized document must be provided to the auction facility identifying the individual authorized to remove that item. Failure to remove property within fifteen (15) calendar days after purchase may constitute a default of your bid.
- h. **DESCRIPTION WARRANTY:** Condition No. 2 of SF-114C is deleted and the following applies: 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 expense 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 the 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, expressed 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.

- i. **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>

Any/All claims arising out of this sale must be addressed in writing to the Sales Contracting Officer within fifteen calendar (15) days following the close of the auction.

- j. **EXCHANGE SALE:** This property is being offered in accordance with the exchange/sale provisions of Section 201 of the Federal Property and Administrative Services Act of 1949 Stat. 384 as amended (40 U.S.C. 481c).
- k. **STATE SALES AND/OR USE TAX:** Purchasers of Federal personal property may be subject to payment of State sales and/or use tax. The U.S. Government is not responsible for collection of State taxes. Purchasers may obtain information from a State tax office. Sales and/or use tax officials are permitted to examine records of Federal personal property sales to determine tax liability.
- l. **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>

- m. **PURCHASE OF GOVERNMENT PROPERTY:** To the extent not prohibited by the regulations of an executive agency, an employee of such agency (either as a civilian or as a member of the Armed Forces of the United States, including the U.S. Coast Guard on active duty), may be allowed to purchase Government personal property. The term "employee" as used in this statement includes an agent or immediate member of the household of the employee.

GSA employees, contract auction house employees, any subcontractor or their employees, or members of their immediate households may not purchase or act as an agent or representative for any other party in the purchase of, either directly or indirectly, Government vehicles sold at an auction conducted by the contractor. Any entity in which the contractor has any financial interest shall not be allowed to purchase, either directly or indirectly, Government vehicles sold at contract auction.
- n. **ALTERNATIVE FUEL VEHICLES:** These vehicles may have special requirements. Please refer to the owner's manual for specific information or consult with the appropriate manufacturer or dealer.

- o. **RECALLS:** Vehicles being sold could have outstanding recalls. Potential buyers should contact the National Highway Traffic Safety Administration at <http://www.nhtsa.gov> for more information on recall campaigns. Buyers should contact a manufacturer's dealership in their local area that services that brand of vehicle to address any outstanding recalls, or to verify that all recalls that have been addressed are completed.

Payment Options:

Money Order/Cashier's Check, Visa/Master Card, Discover, American Express, See Description

Shipping:

See Terms of Sale.

Buyer pays actual shipping cost.

**For more information on our vehicles and upcoming public sales, please visit
our website at
www.autoauctions.gsa.gov.**



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Note: GSA reserves the right to change these sale terms and conditions. Bidders are cautioned to periodically review these terms and conditions for possible changes.

GENERAL SALE TERMS AND CONDITIONS: Subject to the changes noted herein, the General Sale Terms and Conditions ([Standard Form 114C](#) (Rev. 04 / 2001)), which are incorporated by reference, apply to all sales of GSA Fleet vehicles. This standard form is available upon request.

1. **VEHICLE INSPECTION:** This clause of the standard form 114C is replaced with the following. The Government provides an inspection period for prospective bidders to determine the true condition and to bid accordingly. Inspection times are posted on autoauctions.gsa.gov. Failure to inspect a vehicle will not be considered a basis for cancellation of the contract.

2. **CONDITION AND LOCATION OF PROPERTY:** This clause of the Standard Form 114C is replaced with a 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 of property is not guaranteed; these are used vehicles.** Deficiencies, when known, have been noted in the item description; however the absence of any indicated deficiencies does not mean there are none.

If a mis-description is determined before removal of the property, the Government will keep the property and refund any money paid. If a mis-description is determined after removal, the Government will refund any money paid if the purchaser takes the property at his or her expense to a location specified by the contracting officer. No refund will be made unless the purchaser submits a written notice, claiming a mis-description, to the contracting officer within 15 calendar days of the date of specified for removal and maintains the property in the same condition as when removed. Bidders 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 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 mis-described property. The purchaser is not entitled to any payment for loss of profit or any other money damages, special, direct, indirect, or consequential. Any refund of payment, full or 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.

3. **CONSIDERATION OF BIDS:** This clause of the SF 114C is unchanged.

4. **FORMS OF BID DEPOSITS AND PAYMENTS:** This clause of the SF 114C is unchanged.

5. **BID PRICE DETERMINATION:** This clause of the SF 114C is unchanged.

6. **PAYMENT:** This clause of the Standard Form 114C is amended as follows. A valid Driver's License or other accepted form of federal, state or local government issued photo identification information will be displayed for all high bidders at time of payment. Acceptable forms of payment shall include:

- a. Cash (in U.S. currency) - If a cash payment is in excess of \$10,000, it must be filed with the Federal Crimes Enforcement Network in accordance with [31 USC §5331](#) and [23 USC §6050i](#).



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- b. Credit card - MasterCard, VISA, American Express, Discover credit cards may be accepted. Credit cards must be backed by a United States financial institution. Acceptance of credit cards is subject to verification and approval by the issuing bank.
 - i. Effective June 1, 2015, the daily limit per credit card account is \$24,999.99. Debit transactions have no daily limit. For more information on this limitation from the U.S Treasury Department visit: <http://tfm.fiscal.treasury.gov/v1/announc/a-14-04.html>
- c. Debit cards - Must be backed by a United State financial institution.
- d. Checks – Must be made payable to the auction facility and must be backed by a United States financial institution. The buyer must obtain approval from the auction facility to pay by check prior to bidding.
 - i. Cashier's check
 - ii. Credit union cashier's check - issued by a Federal or State chartered credit union
 - iii. Traveler's check
 - iv. Checks, properly endorsed by Federal, State, or local government
 - v. Personal or company checks 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 minimum of 30 days after the specific sale date at which it is intended to be used, and that it covers the purchase of U.S. Government property only. The letter must be signed by the bank official affirming the guarantee.
- e. Postal or commercial money order – Must be made payable to the auction facility.
- f. Purchase Orders – Buyers participating in the State Agency for Surplus Property program may present a purchase order to obligate funds for vehicle purchases. The obligation of funds via a purchase order must be pre-approved by the SCO. Payment must be received by GSA within 30 days of the vehicle sale.

While multiple forms of payment will be accepted for a purchased vehicle, no more than two credit cards may be used to render payment for any one vehicle. In the event the bidder is purchasing for another individual or company and uses a credit card not imprinted with the bidder's name, a power of attorney permitting the use of the credit account will be required. Power of attorney is not required if the purchaser is a licensed dealer and registered as such.

Full payment must be made by close of business the day of the sale. A specific time will be provided for each location.

7. **TITLE:** This clause of the Standard Form 114C is replaced with the following. A Standard Form 97 (The United States Government Certificate to Obtain Title to a Vehicle) and a purchaser's receipt will be issued to the buyer of each motor vehicle sold. The SF-97 is not a motor vehicle registration. It is evidence of title only and is to be used by the purchaser to obtain a proper state motor vehicle registration. The SF-97 in no way serves as a waiver for payment of registration fees, nor country or State taxes assessed to the vehicle, subsequent to its purchase. The SF-97 is accepted in all 50 states and U.S. territories. The Government makes no claims as to the acceptance of this standard form outside of these areas.



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The SF-97 can only be made out to the individual purchasing the vehicle. There are times when buyers require/request a duplicate copy of the SF-97. Any request for a duplicate SF-97 must be made in writing to the Contracting Officer of record. Please be advised there may be a fee associated with this request.

8. **DELIVERY, LOADING, AND REMOVAL OF PROPERTY:** This clause of the standard form 114C is replaced with the following. **The government does not provide nor arrange for the transportation of vehicles purchased at auction.**

The display of a valid Driver's License or other accepted form of identification will be required to remove property from the sale premises. This is to prevent attempts to commit fraudulent purchases. A copy of the driver's license will be maintained for up to 90 days and will then be destroyed. For vehicles purchased from an auction location, a valid gate pass issued by the auction is required. For vehicles purchased online via concurrent live broadcast or internet auction, the credit card used to make payment must be displayed at time of removal. If said credit card is not available at the time of removal a notarized letter from the credit card holder must be provided in order to remove the property. The notarized letter must include, at a minimum, the purchaser's name, the purchaser's address, the name of the individual or transport company authorized to remove the property, a copy of the purchaser's driver's license, and a copy of the credit card used to make the purchase. The removal of property may be delayed until the identity of the removing agent can be verified with the buyer. The individual removing the property must also provide a valid driver's license.

Property must be removed by close of business the day of the sale. Buyers may make arrangements with the auction house to store vehicles at the auction facility for additional time, but this agreement is between the buyer and the auction house and the buyer assumes all risk of damages and costs associated with storage.

Access to some federal facilities is now impacted by the Real ID Act. If using a driver's license or state issued identification card as identification, it will need to comply with the requirements of the Real ID act at those locations. Refer to www.dhs.gov/real-id-public-faqs for more information on the REAL ID Act. Individuals without licenses from compliant jurisdictions may present alternative forms of identification - such as a U.S. Passport - accepted by the agency. Some agencies may have additional processes to accommodate individuals lacking the prescribed identification documents.

9. **DEFAULT:** This clause of the Standard Form 114C is replaced with the following. 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 for 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.

The minimum amount for liquidated damages is changed 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: Purchaser will automatically be placed in default. **These terms and**



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conditions are your official notice of default. If the terms and conditions outlined in this document are not met a buyer will immediately be put into default. Upon being put in default 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 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.**

10. **SETOFF OF REFUNDS:** This clause of the SF 114C is unchanged.
11. **INTEREST:** This clause of the SF 114C is unchanged.
12. **ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT:** This clause of the SF 114C is unchanged.
13. **WEIGHING, SWITCHING, AND SPOTTING:** This clause of the SF 114C is unchanged.
14. **RISK OF LOSS:** This clause of the SF 114C is unchanged.
15. **LIMITATION ON GOVERNMENT LIABILITY:** This clause of the SF 114C is unchanged.
16. **ORAL STATEMENTS AND MODIFICATIONS:** This clause of the standard form 114C is unchanged.
17. **COVENANT AGAINST CONTINGENT FEES:** This clause of the SF 114C is unchanged.
18. **OFFICIALS NOT TO BENEFIT:** This clause of the SF 114C is unchanged.
19. **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This clause of the SF 114C is unchanged.
20. **ASSIGNMENTS OF CONTRACTS:** This clause of the SF 114C is unchanged.
21. **CLAIMS LIABILITY: WITHDRAWAL OF PROPERTY AFTER AWARD:** This clause of the standard form 114C is unchanged.
22. **ELIGIBILITY OF BIDDERS:** This clause of the Standard Form 114C is amended with the following additions. Contractors and subcontractors (including members of their immediate household) that are involved with the administration of this sale are also prohibited from purchasing, either directly or indirectly, any government property being sold. Further, the bidder warrants, by accepting these sale terms and conditions and submitting a bid, that he/she is not delinquent in paying for previous purchases of Federal personal property and any related charges. Indebted bidders will be ineligible for contract awards. Bidders will not be able to bid on items offered until all debts have been cleared. This sale is open to the public. Bidders must attend the sale either in person or via



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concurrent live broadcast in order to bid. Bidders must be registered for the GSA sale and sign to agree to the terms and conditions of the sale in order to bid.

23. **REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS:** This clause of the standard form 114C is amended with the following additions. The buyer of property from the U.S. Government purchased through a contracted Auction House may be subject to state and/or local use tax. The U.S. Government is not responsible for collection of state and/or local use taxes. Sales and/or use tax officials are permitted to examine records of Federal personal property sales to determine tax liability. Sales tax, where applicable, will be collected by the auction house, or the Department of Motor Vehicles when/where the vehicle is being registered. **It is the purchaser's responsibility to determine applicability.**

24. **DEFINITIONS:** This clause of the Standard Form 114C is amended to also include the following.

- a. **Concurrent Live Broadcast** - a simultaneous transmission of a live auction via the internet

PRIVACY ACT NOTICE: The Privacy Act Notice contained in the standard form 114C is unchanged.

SPECIAL SEALED BID CONDITIONS: These terms and conditions do not apply to the sale of GSA Fleet vehicles.

SPECIAL SEALED BID – TERM CONDITIONS: These terms and conditions do not apply to the sale of GSA Fleet vehicles.

SPOT BID CONDITIONS: These terms and conditions do not apply to the sale of GSA Fleet vehicles.

ADDITIONAL AUCTION TERMS and CONDITIONS: The special auction terms and conditions included in the standard form 114C apply to all GSA Fleet vehicle sales. The following additional terms and conditions also apply.

A1. **SOCIAL SECURITY NUMBER OR TAX IDENTIFICATION NUMBER:** In accordance with Public Law No.104-134, Section 31001, the Debt Collection Improvement Act of 1996: a Social Security Number (SSN) or company Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Bids will not be considered for award from anyone not providing this information. Non-U.S. citizens must provide passport or VISA information in lieu of a SSN or TIN. (Note: absence of a SSN or TIN may result in the rejection of any claim(s)) Individuals purchasing a vehicle for another person or company must furnish the information stated above and have a letter showing Power of Attorney from that person or company authorizing the buyer to purchase Federal Surplus Property on their behalf. Power of attorney is not required if the purchaser is a licensed dealer and registered as such, although the requirement to provide a TIN remains.

A2. **HIGH BIDDERS:** High bidders will be required to acknowledge and sign bid cards/block tickets immediately after an item is declared sold. If this requirement is not accomplished, the item may be re-offered. **THE GOVERNMENT HAS THE RIGHT TO REJECT ANY BID.**

A3. **DISPUTES/CLAIMS:** Any contract resulting from this offering is subject to the Contract Disputes Act of 1978, ([41 U.S.C. 7101-7109](#)) [Public Law 95-563](#) as amended to include the Administrative Dispute Resolution Act (enacted Nov. 15, 1990 ([Pub. L. 101-552](#))). The current Disputes clause is hereby incorporated by reference.



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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 Sales Contracting Officer for decision. A claim by the purchases against the Government shall be subject to a decision by the Sales Contracting Officer. Copies of the clause are available upon request from the GSA Sales Office conducting this sale.

A4. REVOCATION OF AWARD: The bidder (offeror) warrants that he is not delinquent in the payment of any debt due the United States Government resulting from prior purchase of surplus personal property. In the event the Government determines after award that the bidder has breached warranty, the Government shall have the right to annul the contract without liability.

A5. EXCHANGE SALE: This property is being offered in accordance with the exchange/sale provisions of Section 201(a) of the Federal Property and Administrative Services Act of 1949 Stat. 384 as amended (40 U.S.C. 503).

A6. SALVAGE VEHICLES: A branded SF-97, Certificate to Obtain Title to a Vehicle, will be issued for vehicles sold as salvage or scrap. This brand may indicate that the vehicle is sold as "salvage," "salvage - Not to be titled for highway use," or that the vehicle is sold as "salvage - parts only". Subsequent SF-97s will not be issued regardless of repairs made.

A7. AIR POLLUTION CONTROL DEVICES: The buyer of any vehicle from the U.S. Government is responsible for having air pollution control devices inspected and or installed and obtaining a certificate of compliance from the appropriate state registration official. Accordingly the Auction House (in accordance with applicable state laws) may have the vehicle inspected prior to obtaining title and collect the fee associated with the certificate of compliance at the time of payment.

A8. ALTERNATIVE FUEL VEHICLES: These vehicles may have special requirements. Please refer to the owner's manual for specific information or consult with the appropriate manufacturer or dealer.

A9. RECALLS: Vehicles being sold could have outstanding recalls. Potential buyers should contact the National Highway Traffic Safety Administration at <http://www.nhtsa.gov> for more information on recall campaigns. Buyers should contact a manufacturer's dealership in their local area that services that brand of vehicle to address any outstanding recalls, or to verify that all recalls that have been addressed are completed

A10. CONCURRENT LIVE BROADCAST BIDDING SYSTEMS: Concurrent live broadcast bidding may be offered as a courtesy. GSA nor the Auction Contractor guarantee functionality, compatibility, or availability of concurrent live broadcast bidding systems. Registration with the Auction Contractor prior to sale is required. The requirements and process for registration for concurrent live broadcast bidding may vary by auction location. Bidders are cautioned to test system operability prior to bidding.

Full payment must be made by close of business the day of the sale.

LOCATION SPECIFIC TERMS AND CONDITIONS: The following terms and conditions apply to GSA Fleet Sales conducted at **[insert sales location name and address]**

L1. There are no location specific terms and conditions for this sale.



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L2. **INSTRUCTIONS:** If there are unique terms and conditions for the location please list them out here, using a bulleted format like the rest of the document. L1 above should be deleted. If there are no location specific terms and conditions L2 should be deleted.

Sales Contracting Officer

Name:

Phone:

Email: