

GSA Fleet Vehicle Sales Terms and Conditions for GSAFleet.gov Internet Sales

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: Government property in this sale will be offered to the public via Internet auction. Mailed, telegraphic, or telephonic bids will not be accepted. Subject to the changes noted herein, the General Sale Terms and Conditions - [Standard Form-114C](#) (Rev. 04 / 2001) (SF-114C), which are incorporated by reference, apply to all sales of GSA Fleet vehicles. This standard form is available upon request.

1. **INSPECTION:** This clause of the SF-114C is unchanged.
2. **CONDITION AND LOCATION OF PROPERTY:** This clause of the SF-114C is deleted and replaced by the following:

LIMITED DESCRIPTION WARRANTY. The Government warrants to the original purchaser that the property listed in the Invitation for Bids or 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 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be made by electronic funds transfer (EFT) or a credit back to the credit card, if paid with such, on which payment was originally made.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 still owns and is in possession 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 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

GSA Fleet Vehicle Sales Terms and Conditions for GSAFleet.gov Internet Sales

profit or any other monetary damages, including special, direct, indirect, or consequential damages.

3. **CONSIDERATION OF BIDS:** This clause of the SF-114C is replaced by the GSAFleet.gov Internet Bidding Supplemental Terms and Conditions below.
4. **FORMS OF BID DEPOSITS AND PAYMENTS:** This clause of the SF-114C is supplemented with the following:

Acceptable forms of payment shall include:

- a. **Credit card** - MasterCard, VISA, American Express, or 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 individual credit card transaction is \$24,999.99.
 - ii. Any individual credit card transaction greater than \$24,999.99 will be rejected.
 - iii. Any individual transaction amount above \$24,999.99 must be paid by another form of payment.
 - iv. Individual transactions greater than \$24,999.99 may not be split into two or more transactions over one or multiple days if the multiple transactions would cause the total charge to exceed the individual transaction maximum dollar amount of \$24,999.99. Splitting a transaction violates card network and Fiscal Service rules.
 - v. For a customer that attempts multiple transactions on the same day with the same credit card, those transactions causing the total charge to exceed the limit of \$24,999.99 will be rejected.
 - vi. For more information on this limitation from the U.S. Treasury Department visit: <https://tfm.fiscal.treasury.gov/v1/p5/c700.html>
- b. **Debit cards** - Must be backed by a United States financial institution. Debit cards with dollar limitations and/or requiring a PIN are not acceptable. Debit card transactions have no U.S. Treasury daily transaction limit.

GSA Fleet Vehicle Sales Terms and Conditions for GSAFleet.gov Internet Sales

- c. **Wire Transfers or EFT** (Automated Clearing House (ACH) Network payments). If you are making payment via EFT/Wire Transfers directly to GSA, please contact the auction facility and provide proof of payment.
- d. **Purchase Orders** – State and local governments 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. (See [FMR 102.38.350](#))

While multiple forms of payment will be accepted to purchase a 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 in accordance with the payment due date listed in the Invitation for Bid or the Fleet Sales catalog for each sale.

5. **BID PRICE DETERMINATION:** This clause of the SF-114C is unchanged.
6. **PAYMENT:** This clause of the SF-114C is supplemented to add a payment timeframe of 2 business days from the time and date of the award e-mail notification of sales results.
7. **TITLE:** This clause of the SF-114C is supplemented with the following:

A United States Government Certificate to Obtain Title to a Vehicle, Standard Form 97-1 (SF-97-1) and a purchaser's receipt will be issued to the buyer of each motor vehicle sold. The SF-97-1 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-97-1 in no way serves as a waiver for payment of motor vehicle registration fees, nor county or State taxes assessed on the vehicle, subsequent to its purchase. The SF-97-1 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.

The SF-97 can only be made out to the registered bidder purchasing the vehicle. There are times when buyers require/request a duplicate copy of the SF-97-1. Any request for a duplicate SF-97-1 must be made in writing to the

GSA Fleet Vehicle Sales Terms and Conditions for GSAFleet.gov Internet Sales

Contracting Officer of record. Please be advised there may be a fee associated with this request.

JUNK, SALVAGE, AND JUNK (FLOOD DAMAGE) VEHICLES: A branded SF-97-1 will be issued for vehicles sold junk, salvage, or junk flood damage. This brand will indicate that the vehicle is sold as "JUNK", "SALVAGE", or "JUNK FLOOD DAMAGE". A subsequent SF-97-1 will not be issued regardless of repairs made.

8. **DELIVERY, LOADING, AND REMOVAL OF PROPERTY:** This clause of the SF-114C is supplemented with the following:

The Government does not provide nor arrange for the transportation of purchased vehicles.

A valid driver's license or other accepted form Federal, state, or local government issued photo identification will be required to remove property from the sale premises. A copy of the identification will be maintained for up to 90 days and will then be destroyed. For vehicles purchased that are physically located at GSA Fleet contracted auction location, a valid gate pass issued by the auction is required. For vehicles purchased online, 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 valid driver's license or other accepted form of Federal, state or local government issued photo identification, 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 or other form of Federal, state or local government issued photo identification.

Property must be removed within ten (10) calendar days from the date and time of award e-mail notification. For vehicles located at a GSA Fleet contracted auction, buyers must 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

GSA Fleet Vehicle Sales Terms and Conditions for GSAFleet.gov Internet Sales

driver's license or other Federal, state, or local government issued photo identification, it will need to comply with the requirements of the Real ID Act. Refer to www.dhs.gov/real-id-public-faqs for more information on the REAL ID Act. Individuals with non-compliant identification may present alternative forms of federal or local government issued photo 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.

Failure to remove property within ten (10) calendar days after purchase may constitute a default of your bid.

9. **DEFAULT:** This clause of the SF-114C is deleted and 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 purchaser agrees that in the event they fail 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:

Award Amount	Liquidated Damages Fee Equal To
Less than \$875.00	Award Amount
\$875.00 and greater	\$875.00

In the event the purchaser fails to pay for or remove the vehicle as specified in these terms and conditions, the following action applies: Purchaser will automatically be placed in default. Upon being put in default, the purchaser shall lose all right, title, and interest which they might otherwise have acquired in and to such property as to which a default has occurred.

GSA Fleet Vehicle Sales Terms and Conditions for GSAFleet.gov Internet Sales

In the event the purchaser is placed in default, 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.**

Purchasers in default are not eligible to bid on future sales until all defaults are cured. See Provision #23 - Eligibility of Bidders.

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 replaced with the following:

The Government reserves the right to vary the weight and mileage offered or available to the purchaser as follows:

- Weight by 25%
- Mileage by 500 miles

The purchase price will be adjusted upward or downward in accordance with the unit price and on the basis of the weight or mileage offered.

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 SF-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

GSA Fleet Vehicle Sales Terms and Conditions for GSAFleet.gov Internet Sales

the SF-114C is unchanged.

20. ASSIGNMENTS OF CONTRACTS: This clause of the SF-114C is unchanged.

21. CLAIMS LIABILITY: This clause of the SF-114C is unchanged.

22. WITHDRAWAL OF PROPERTY AFTER AWARD: This clause of the SF-114C is unchanged.

23. ELIGIBILITY OF BIDDERS: This clause of the Standard Form 114C is supplemented by the following:

Bidders must be at least 18 years of age. Bidders will be required to provide their birth date at registration. A bidder's birth date will be used only to verify the bidder's eligibility. This information is protected by the Privacy Act, 5 U.S.C 552a.

In addition, bidders must not be debarred from doing business with the Government. GSA will verify that individuals and companies are not debarred by checking their information against the bidders debarred list which identifies those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non financial assistance and benefits. For complete information on parties excluded from doing business with the United States Government go to <https://www.sam.gov>.

GSA Fleet also adheres to the practices prescribed by The Office of Foreign Asset Control (OFAC) of the U.S. Department of the Treasury with regards to the Specially Designated Nationals (SDN) and Blocked Persons List.

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.

GSA Fleet Vehicle Sales Terms and Conditions for GSAFleet.gov Internet Sales

This sale is open to the public. Bidders must be registered for the GSA sale and sign to agree to the terms and conditions of the sale in order to bid.

24. REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS: This clause of the SF-114C is supplemented with the following:

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 GSA Fleet contracted auction house, or the Department of Motor Vehicles when/where the vehicle is being registered. **It is the purchaser's responsibility to determine applicability.**

PRIVACY ACT NOTICE: The Privacy Act Notice contained in the SF-114C is supplemented with the following:

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.

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.

SPECIAL SPOT BID CONDITIONS SALE OF GOVERNMENT PROPERTY: These terms and conditions do not apply to the sale of GSA Fleet vehicles.

GSA Fleet Vehicle Sales Terms and Conditions for GSAFleet.gov Internet Sales

SALE OF GOVERNMENT PROPERTY SPECIAL AUCTION CONDITIONS: The special auction terms and conditions included in the SF-114C apply to all GSA Fleet vehicle sales. This section of the SF-114C is amended to supplement it with the following additional terms and conditions:

1. **HIGH BIDDERS:** For vehicles located at a GSA Fleet contracted auction, high bidders will be required to acknowledge and sign bid cards/block tickets immediately after a vehicle sale is awarded, and prior to removal. If this requirement is not accomplished, the item may be re-offered. **THE GOVERNMENT HAS THE RIGHT TO REJECT ANY BID.**
2. **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. 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. Any claim for mis-description must be submitted to the contracting officer within 15 calendar days of the date specified for removal as stated in provision 2 above. A claim by the purchaser 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.
3. **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.
4. **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).
5. **BUYER RESPONSIBILITIES:** The buyer of any vehicle from GSA is responsible for adhering to any Environmental Protection Agency (EPA) or National Highway Traffic Safety Administration (NHTSA) requirements. Additionally, buyers are responsible for having air pollution control devices inspected and/or installed and obtaining a certificate of compliance from the

GSA Fleet Vehicle Sales Terms and Conditions for GSAFleet.gov Internet Sales

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.

6. **RECALLS:** Vehicles with known open recalls have been identified, but additional outstanding recalls may be possible. 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.
7. **TELEMATICS DEVICES:** Vehicles being sold may have telematics devices installed in the OBD-II (or similar) port. All telematics service subscriptions have been cancelled. Telematics devices have had any memory erased and the devices have been rendered permanently non-operational.

The following additional terms and conditions apply to GSAFleet.gov Internet sales of GSA Fleet Vehicles:

1. **REGISTRATION:** Registration for GSA Fleet sales may occur either online through GSAFleet.gov or via an alternative method (e.g., paper form), at the discretion of GSA Fleet.

If a bidder does not agree to the presented terms and conditions they cannot place bids on property. If for any reason GSA Fleet believes that the bidder has not complied with the terms and conditions, GSA may at its sole discretion cancel the user's registration and forward an e-mail to the address currently on file stating that the account has been terminated. Terms and conditions apply to all users with registered accounts.

To participate in the GSAFleet.gov bid process, an individual must acknowledge that they have read and accepted all terms and conditions detailed on GSAFleet.gov and this document, and indicate that they agree by marking the required box during the registration process or when prompted to when a change to the terms have been implemented. Doing so confirms that a bidder agrees to make a good faith offer.

The following is also applicable for the GSAFleet.gov registration process:

- a. **Individual Authentication:** GSAFleet.gov uses Experian's Precise ID for Account Opening (with credit card verification and knowledge based questions) to authenticate the identity of Individual registrants. To be

GSA Fleet Vehicle Sales Terms and Conditions for GSAFleet.gov Internet Sales

eligible for Experian's identity authentication, individuals must have a Social Security Number (SSN) and a U.S. Mailing Address (including U.S. territories). No P.O. Box address will be accepted unless accompanied by a street address. If you do not have a SSN or U.S. Mailing Address, please review the "International Registration" section below for the requirements to successfully register.

Bidders registering as an individual will be asked to "Agree" via electronic acceptance to the Fair Credit Reporting Act authorizing [GSAFleet.gov](https://www.gsa.gov/gsafleet.gov) to obtain information from the bidder's personal credit profile or other information (explained below) from Experian. Please be advised that when an identity verification request is made by Experian, they may use information in the bidder's credit report to verify the identity. As a result, bidders may see an entry called a "soft inquiry" on their Experian Credit Report. This will show an inquiry by the General Services Administration with our address and the date of the request. Soft inquiries do not affect credit scores and no charges will be incurred related to them. Soft inquiries are displayed in the version of the credit profile viewable only to consumers and are not reported to lenders. The soft inquiry will generally be removed from the credit report after 25 months. Once the identity has been verified, no additional soft inquiries will be made when using the eAuthentication account unless multiple registration attempts are made.

Both credit and noncredit information will be used to generate knowledge-based questions and verify identities. The categories of information being generated by Experian are Biographic, Telecommunication, Employer, Education, Financial (including credit information received from credit reporting agencies, including utilities and loans, but not information on foreclosures, tax liens, or bankruptcies), Government Records, and Auto. Both financial and utility account checks are done to conform to National Institute of Standards and Technology (NIST) guidelines.

- b. **Company Authentication:** [GSAFleet.gov](https://www.gsa.gov/gsafleet.gov) uses Experian's BizID to perform a risk analysis on information provided on a business. The data assets utilized for the analysis on a business include business name, Employer Identification Number (EIN) or the Tax Identification Number (TIN) associated with the business address (no P.O. Box address will be accepted unless accompanied by a street address), phone, and Tax ID assets.
- c. **International Registration:** Bidding is not limited to U.S. citizens

GSA Fleet Vehicle Sales Terms and Conditions for GSAFleet.gov Internet Sales

exclusively. To validate international registrants, both companies and individuals registering on GSAFleet.gov using an international address must scan and submit two forms of identification (ID) that reflect the registrant's current name and address. The ID must include the following:

- One (1) photo ID that includes your country identification number (photo ID should be the equivalent to a United States driver's license or a Government-issued ID with a current address. A passport is acceptable). Company registrants must submit a photo ID of the person opening the account.
- A utility bill or a Government issued document that includes the individual's full name and address or company's name and address.

Documents should be scanned and sent to GSA Central Office at fleet.registration@gsa.gov and must include the registrant's chosen user name. Documentation must be submitted in the English Language and include a certified translation if not originally in English. Validation is subject to approval by GSA Central Office. All payments shall be made in U.S. currency. Bidder is responsible for obtaining any necessary Government approvals and shall make any arrangements necessary to make such payments.

2. GSAFLEET.GOV USER ACCOUNTS:

Registered users of GSAFleet.gov are advised of the following:

- Account Security:** Bidders are cautioned that they are solely responsible for protecting their GSAFleet.gov login information. If a bidder allows any other person to use their GSAFleet.gov login information, that bidder will be responsible for any contracts awarded to their account. ONLY legal proof (i.e., a police report) claiming stolen identity will excuse the bidder from contract liability. If the bidder believes their account has been compromised, they can request their account be deactivated by contacting fleet.registration@gsa.gov.
- Account Limit:** GSA reserves the right to limit the number of "individual" registrant accounts on GSAFleet.gov to one for each individual. New customers registering as an "individual" will only be able to have one unique User ID. Individual registrants that have more than one account will be prohibited from establishing new accounts unless the old account(s) have been deactivated. Additionally, GSA may, at its sole discretion, deactivate second and subsequent "individual" accounts as it deems appropriate. For "Company" accounts, multiple accounts can be registered

GSA Fleet Vehicle Sales Terms and Conditions for GSAFleet.gov Internet Sales

using the same TIN. However, each account must have a unique email address associated with it.

- c. **Expired & Defaulted Accounts:** GSA will deactivate accounts that have not been active for one (1) year. Users will not be able to log into an account which has been deactivated and will have to submit a request to fleet.registration@gsa.gov to reactivate their account. Defaults never expire, so users with accounts in "default" will not be able to register and actively bid on auctions until which time their default(s) have been satisfied.
- d. **Restricted Access from Logging in or Bidding:** There are a number of reasons GSA may restrict a user's access to logging into GSAFleet.gov or submitting a bid. These reasons include:
 - Providing false information;
 - Submitting bids using unacceptable/profane usernames;
 - Defaulting on a previously awarded GSA Fleet or GSA Auctions contract;
 - Initiating a chargeback;
 - Violating the Terms and conditions; and/or
 - Any adverse behavior that GSA considers justifiable to restrict access to logging in or bidding.

Once the above issues have been resolved, the restriction will be lifted.

- e. **Account Usernames:** Bidders shall refrain from creating usernames that are considered profane or offensive in nature. If such names are discovered or otherwise brought to the attention of GSA, the bidder will be contacted and asked to re-register using a more appropriate username, and the "offensively named" account will be blocked to prevent further use.
3. **MULTI-FACTOR AUTHENTICATION:** As part of the CyberSecurity National Action Plan, the U.S. Government requires all Federal Government websites to use Multi-Factor Authentication (MFA) to verify the identity of users and prevent unauthorized access. GSAFleet.gov uses Okta, Inc.'s Identity management solution to verify the identity of users. Users will be required to establish a profile with Okta (password, secret question, secret answer). Once this profile is established, users will be able to receive a one time code (OTC) to log in to GSAFleet.gov.

Under MFA, a user is granted access to GSAFleet.gov only after presenting two or more credentials (or factors) to an authentication mechanism. Users will receive a new OTC each time they log in to GSAFleet.gov and will be required to

GSA Fleet Vehicle Sales Terms and Conditions for GSAFleet.gov Internet Sales

enter it in order to gain access to their account. Authentication methods include text message, voice, Google Authentication, and Okta Verify, an authentication application provided by Okta, Inc.

4. **EMAIL COMMUNICATION:** [GSAFleet.gov](#) users are advised that, on occasion, GSA may use the e-mails they provide to [GSAFleet.gov](#) for additional e-mail communication. These e-mails give bidders notice of certain sales where such bidders have a history of placing bids on similar property. Bidders who receive such e-mails will have the option to "unsubscribe" and opt out of receiving similar future e-mail offers from GSA Fleet. GSA does not share or sell email addresses to third parties.
5. **PHOTOGRAPHS ON GSAFLEET.GOV:** Photographs on [GSAFleet.gov](#) may not depict an exact representation of the bid item(s) and should not be relied upon in place of written item descriptions or as a substitute for physical inspection. Please contact the custodian for inspection dates and times.

GSA makes no representation or warranty regarding use of the photos on this site. Some may be U.S. government work and free from copyright, some may be produced by other than the government and GSA may be using the photograph with permission from the copyright holder. If you have interest in using a particular photo, it is your responsibility to determine if it is copyrighted or available for use without permission.

6. **REOFFERING AND RESALE OF ITEMS:** Please be advised that items that are available on [GSAFleet.gov](#) are considered property of the Federal Government until which time it is awarded, paid for and removed from Federal premises. As such, this property may not be advertised, offered, pre-sold or otherwise represented as the property of any bidder for personal gain, prior to the award, payment and full possession of items/lots by the awarded bidder. Actions made in violations of this warning may result in legal action and prosecution against the awarded bidder, by the Government.

The offerings on [GSAFleet.gov](#) are considered proprietary and are not available for use by third parties to promote, advertise, or otherwise sell allegedly on behalf of the Government. Such actions would require a contractual agreement with GSA Fleet, which such agreement will not be granted. Please be advised that any cost for such marketing efforts will not be reimbursed by GSA, and any representation allegedly on behalf of GSA will be considered fraudulent.

7. **FRAUD:** Any potential bidder who knowingly provides false statements and/or conceal facts in relation to documents required by GSA Fleet is subject to

GSA Fleet Vehicle Sales Terms and Conditions for GSAFleet.gov Internet Sales

prosecution by the Government under U.S. Code Title 18 in connection with identification or providing falsifying documents. IP addresses are documented during the [GSAFleet.gov](#) registration process and for each bid submitted. GSA Fleet reserves the right to monitor and review IP addresses at their discretion.

8. **CHARGEBACKS:** If at any point during the disputes process the bidder takes action contrary to the prescribed process and effects a chargeback via the bidder's credit card company, GSA will be notified by its credit card processing company and will make every effort to deny the chargeback in lieu of the prescribed dispute process. GSA may also restrict access to the bidders [GSAFleet.gov](#) account until chargeback issues are resolved.

If the bidder has removed the property and receives a refund by his/her charge card company due to a chargeback, the bidder will be considered to have unauthorized possession of the property at issue because the bidder has breached the contract with the Government by failing to submit payment for the property. Under such circumstances, GSA will take appropriate legal action against the bidder. Additionally, GSA will open a claim with its Finance office resulting in a series of demand letters until payment is received. If the payment for the debt has not been received within 120 days, the claim will be submitted to the Department of the Treasury for collection of payment. The monies owed may be collected through the Treasury Cross Services Program which includes the Treasury Offset Program (TOP).

9. **GSAFLEET.GOV INTERNET BIDDING SUPPLEMENTAL TERMS AND CONDITIONS:** The following terms and conditions also apply to the [GSAFleet.gov](#) bid process:

- a. **INTERNET BIDDING:**

- i. **Submission of Bid:** Bids are submitted by Proxy (Maximum Bid) or by Flat bid (Current active bid placed). Proxy bidding is the ability to submit the maximum amount that a bidder is willing to pay for an item and to allow the system to incrementally bid on the bidders behalf up to the maximum amount entered. A Flat bid is the lowest (minimum) bid that a bidder can place. Any increase or counter-offer of bidding using the Flat bid method must be manually submitted by the bidder and must meet the bid increment requirement.

The system recognizes the maximum dollar amount listed for Proxy bids. In the event that a Proxy bid maximum results in a tie bid with another Proxy bid or a Flat bid, the time submission of the Proxy bid will be a determining factor for award. The Proxy bid that is entered

GSA Fleet Vehicle Sales Terms and Conditions for GSAFleet.gov Internet Sales

into the system first will be the winning bid.

Bids are only accepted in whole U.S. Dollar amounts. Do not enter dollar signs (\$) commas (,), periods (.) or cents (¢). Bidding will begin and end at the dates and times specified for each lot in GSAFleet.gov.

The times displayed for GSAFleet.gov Internet sales are in Central time. In addition, certain auctions are designed to extend the closing time if there is bidding activity. The extended bidding time varies with each auction. Bidders are urged to review the bidding details and enhanced bidding logic on GSAFleet.gov for auction details. It is the responsibility of the bidder to follow-up on the status of his/her bid.

When bidding on property via GSAFleet.gov, funds or monies should be readily available; GSA is not obligated to wait for bidders to arrange for financing.

- ii. **Consideration of Bid:** It is the policy of GSA Fleet to monitor bids and other activity to ensure the proper use of GSAFleet.gov. The Government reserves the right to reject any and all bids. Bids can be rejected for any reason, especially those containing inaccurate, incomplete or unverifiable information, or information which is deemed to have been given in bad faith. GSA Fleet monitors for suspicious bids. Such bids are subject to investigation and cancellation at any time.

If GSA Fleet removes a bid, the bidder with the next highest bid, who is in compliance with the online terms and conditions, will become the current high bid as long as the auction has not ended. It is a violation of law to submit bids using a false name or any other fraudulent information, and such bids may not be processed, even if GSA Fleet initially accepts a bid. Be aware that if you provide false information, GSA Fleet will remove you from the database and may pursue all legal means available to the Federal Government to prosecute.

- iii. **Modification of Bids:** The following replaces Clause No. 3.(b) of the General Terms and Conditions of the SF-114C: Bids received for items offered on GSAFleet.gov may be raised before the closing date and time, as specified in the offering. Proxy bid limits may be replaced with a higher or lower proxy bid limit provided that the amount is greater than or equal to the minimum bid required by the system. A bidder

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cannot lower a proxy if the new, lower amount has already been exceeded. The minimum bid is the current high bid plus the amount of the bid increment. Proxy bid limits placed in the system may also be replaced with a flat bid; the flat bid will cancel the proxy bid limit. Additionally, the flat bid must be greater than or equal to the minimum bid required by the system. The minimum bid is the current winning bid plus the amount of the bid increment. Flat (minimum) bids may be replaced with proxy bid limit. Proxy bid limit must be greater than or equal to the minimum bid required by the system. Bidders cannot cancel bids.

- iv. **Reserve Price:** Auctions may have a reserve price which is not disclosed to the general public. A reserve price is the minimum amount that the Government is willing to accept for the property. If the reserve price is not met, GSA is not obligated to sell the item. However, if it is in the best interest of the Government, the SCO may accept a submitted bid that is lower than the reserve price and elect to make an award.

When submitting a proxy bid limit on an auction with a reserve price, a proxy bid that meets or exceeds the reserve price will automatically set the current bid at the reserve price.

- v. **Bid Closings:** GSAFleet.gov promotes free and open competition. Bidders are urged to allow sufficient time to place bids prior to an auction's closing date and time. GSA will not be responsible if a bidder experiences unique login issues and fails to place a last-minute bid. However, if a system-wide outage or an issue affects the integrity of the bidding process, GSA may choose to extend or re-offer auctions that were impacted.

A sale is considered closed when the countdown clock goes down to zero (0); the system will automatically refresh the browser page once. Next to "time remaining," it will either (a) state the new remaining time after a sale extension due to bidding activity or (b) state that the sale is closed. For items offered under special sales authority, no bid extension will be activated due to bidding activity and the sale will close at the time listed. Bidders are cautioned that bids submitted within the last seconds of the sale closing risk the loss of submission/acceptance due to any number of factors, including the bidder's internet connectivity and the system's speed. In cases of

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disputes, only recorded bids will be considered.

- vi. **Bid Extensions:** Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA Fleet to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to ensure fair and full competition. An e-mail notification will be sent to those bidders who participated in these auctions when there are extensions due to technical problems. Bidders must monitor their bidding activity online to obtain new closing dates and times when these extensions occur.

b. CANCELED & TERMINATED AUCTIONS:

- i. **Canceled Auctions:** Due to technical problems encountered from time to time, situations may arise that warrant GSA canceling 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. An e-mail notification will be sent to those bidders who participated in these auctions when they are canceled.
- ii. **Terminated Auctions:** It may be necessary to withdraw items from bidding due to technical errors or uncontrollable circumstances. Auctions may be terminated because the property is no longer available due to Federal or state agency needs; property becomes damaged; property is stolen, etc. Items may be reoffered at a later date. An e-mail notification will be sent to those bidders who participated in these auctions when they are terminated.

c. NOTIFICATION OF SALE RESULTS:

Successful bidders will be notified by e-mail and must make payment within two (2) business days from the date and time the award e-mail notification was sent. Bid results will not be furnished via telephone or fax. It is the bidder's responsibility to follow-up on the status of the auction and to ensure that the bidder's e-mail address and all registration data are kept accurate and up-to-date. If at any time, the bidder's information changes, it is the bidder's responsibility to update the appropriate information on GSAFleet.gov.

Warning: If any e-mails are undeliverable and returned due to an inaccurate e-mail address, GSA may remove such registrants from the database. Undelivered e-mails do not excuse a successful bidder's

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obligation to complete contractual obligations made with GSA. These contractual obligations include making timely payments and removing awarded property within the time specified. Failure to do so, will result in a termination for default. Sales results may be obtained by a successful bidder in their personal summary after the sale closes.

Sales Contracting Officer:

Name:

Phone:

Email: