

# Selected Terms & Conditions of Sale

## U.S. Department of the Treasury

### Online Auction

#### General Auction Questions:

- Email: [registration@cwsams.com](mailto:registration@cwsams.com)
- Phone: 855-463-3183

**General Information:** All persons participating in this sale are responsible to read, understand, and comply with the terms of sale as specified herein and agree to be bound thereby. Use of the CWSAMS auction site marks your full acceptance of all Terms & Conditions of CWSAMS, Amentum and the U.S. Department of the Treasury.

This is an “online” only auction. All bidding will take place during the days and times indicated on the Auction Detail page at [cwsmarketing.com](http://cwsmarketing.com). All property is being offered for sale on behalf of the United States Department of Treasury. The contractor is acting as an agent of the Government with respect to the sale of Government property.

The placement of a successful bid at a U.S. Department of the Treasury auction establishes a legally binding contract between the successful high bidder and the Treasury Department. Retraction of a bid is not allowed. At the close of bidding, the high bid amount by the indicated bidder establishes the contract, which is subject to final acceptance by the Government. This contract is bound by these Terms and Conditions as well as any special terms and conditions published by the Contractor for the specific auction and other Federal regulations governing contracts for the purchase of government property. The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

#### How to Register:

- **New Users Only:** Go to [Create Account](#) (if a new user) and create an account. A valid government issued photo ID is required to create an account. Please allow up to 24 hours from creation of your new account for account approval.
- **Returning Users:** Login to your account and select “Register To Bid” within the auction you are interested in and follow the prompts.
- **Deposit:** For auctions that require a credit card deposit to participate, a credit card will have to be added to your auction account to complete registration for that specific sale. It is recommended that you add a credit card to your account when it is initially set up.
- Please note that auction registration closing times vary by auction, however it typically closes at least one hour prior to the start of the auction.
- For questions on auction registration or creating an auction account, please contact us at:
  - [registration@cwsams.com](mailto:registration@cwsams.com)
  - [newaccounts@cwsams.com](mailto:newaccounts@cwsams.com)
  - or call 855-463-3183.

**Deposit:** If a bid deposit is required to participate. Credit cards used for online auction deposits will be applied to the successful bids or voided if no items are won.

**Inspection:** Bidders are urged to inspect property/merchandise prior to bidding. Failure to inspect shall not constitute cause for cancellation of sale. Property/merchandise is available for inspection only at places and times specified. Absolutely no access to property/merchandise is allowed without prior authorization. When available, CWSAMS may, at its discretion, provide photographs, "stock photos", slides/samples, or a video presentation as a courtesy to bidders. Bidders are warned against bidding on any lot(s) based solely on the sample displayed or on the basis of photographs. No warranty will be made in relation to these samples or photographs.

**Condition & Description:** All known information pertaining to the condition and description of the property has been posted on the website. Bidders may obtain additional information by attending the live previews and visually inspecting the items. Lot numbers are for administrative purposes only and do not describe the property/merchandise. Bidders are responsible to ensure the catalog or announced/online description of any item they intend to purchase matches the property/merchandise inspected. Sale of property/merchandise will not be cancelled due to bidder misunderstanding, failure to pay attention to the bidding, or failure to inspect property/merchandise. License plates and registration tags do not convey with the property.

The buyer understands and agrees; (1) that any description or sample of the property/merchandise given or furnished is derived from records and documents that may be unverified as to accuracy, is solely for identification, and DOES NOT CREATE ANY WARRANTY, expressed or implied, that the property/merchandise actually conforms to such description or sample; (2) all weights, measurements, and descriptions must be considered approximations and do not create any warranty; (3) that the property/merchandise is purchased and accepted by buyer "AS IS," and "WITH ALL FAULTS." CWSAMS, Amentum AND THE FEDERAL GOVERNMENT MAKES NO WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL, OR IMPLIED AS TO AGE, YEAR OF MANUFACTURE, MAKE, MODEL, ODOMETER, QUALITY, QUANTITY, CONDITION, USABILITY, SALABILITY, WEIGHT, MEASUREMENTS, OR OTHER SPECIFICATIONS.

**Bidding Details:** Once registered, and the bidding for the auction is open, bidders may login and bid. Bid increments are preset amounts and cannot be changed. In case of technical difficulties, or a change in the auction/lot status, bidders will be notified via email, and/or an auction lot's details will be updated. It is the bidder's responsibility to pay attention to bidding and be aware of any auction updates.

**Placing a Maximum Bid:** All bids placed are maximum bids. The website will enter the next bid increment and enter your bid as a maximum bid. The website will bid on your behalf up to your maximum bid by the preset bid increment. Example: The current bid is \$1000, and the bidder enters a maximum bid of \$5000, with a bid increment of \$100. The system will bid one increment (\$1100) until the bidder's "Maximum Bid" is exceeded. **EXCEPTION: If the bidder enters a bid equal to or above the reserve amount, then the system observes the reserve amount as the next increment.** If a participant's maximum bid is exceeded, the bidder will be notified by email or text message (if available) that they've been outbid. Bidders may increase the bid but not lower it. In the case of a tie bid, precedence is given to the earliest bid.

**Auction Soft Close:** All auction lots end with a "Soft Close." A "Soft Close" means if any bid is placed within the last (1) one minute of the close of the auction, the bid will automatically extend the closing time an additional (1) one minute. This feature protects bidders from being outbid without the opportunity to be notified and place another bid before the close of the auction.

**Technical Problems and Transmission Issues** CWSAMS has made every reasonable effort to facilitate online bidding. However, it is possible that technical problems and transmission issues may arise and affect the CWSAMS website, bidding system and/or computer or server or your computer, personal device or software which is beyond the control of CWSAMS. By bidding online Bidder acknowledges that CWSAMS is not responsible for technical problems or transmission issues associated with a bid and that, in the event technical problems interfere with or prevent a bid, it may be necessary to withdraw items from bidding due to technical errors or uncontrollable circumstances. Further, in the event of the occurrence of a technical problem during any bid in any auction, CWSAMS in its sole discretion reserves the right to declare an item sold, postpone or cancel the auction, extend the bidding time for this auction and/or re-list the property for auction at another date and time. The decision of CWSAMS on this matter shall be final. Bidder acknowledges that, by bidding in any auction held by CWSAMS, Bidder accepts the terms and conditions of this Disclaimer.

**Auction End & Bid Approvals:** When the auction closes, the page will display either SOLD or UNSOLD. **SOLD** indicates the reserve (*if there is a reserve*) was met and establishes the high bid, which may be subject to government acceptance. Successful bidders will be notified via email of their status as the winning bidder and will be bound by the payment terms as found in the "Offering of Property for Auction and Submission of Bids" paragraph. **UNSOLD** indicates the final bid did not meet the reserve. In this case, CWSAMS will provide the high bid to the Government for consideration. If the Government accepts the high bid, the bidder will be notified. Notification may take up to 72 hours.

**Reserve:** The federal government and their agents reserve the right to accept or reject any and all bids. Property/merchandise is offered subject to acceptance of the seller. The auctioneer or the United States Department of Treasury may withdraw the property/merchandise at any time and reserves the right to approve final transfer of property to the successful bidder, even after the auction closes.

Following the close of the auction, the government may still approve the high bid achieved if the reserve price is not met. The high bidder will be notified via email or phone within 2 business day following the close of sale if the high bid not meeting reserve is accepted by the government. ALL HIGH BIDS ARE CONTINGENT UPON GOVERNMENT APPROVAL.

**Post Auction Steps:** Following are the basic steps once you are awarded a bid. Details to these steps are below.

1. Final Payment invoice for all approved lots emailed to buyer. Follow prompts to pay by credit card.
2. Buyer to make final payment within 48 hours of close of sale, or receipt of invoice for bids not meeting reserve, but subsequently approved.
3. Upon full payment, the Paid Receipt and/or Release document will be emailed to buyer, along with removal contacts and instructions for removal and shipping.
4. Buyer contacts storage vendor to arrange property removal.
5. Auto/Vessel title transfer documents will be sent via two-day mail within approximately 21 days from the close of the sale. (See Title Documents below).

**Final Payment:** All items must be paid in full by bank wire (no ACH), cashier's check or credit card (**\$20,000 maximum credit card purchase. Balance paid by wire or cashier's check** ), within 48 hours (2 business days) of the close of the auction or from the time the bid approval email is sent to the buyer for items that did not meet the auction reserve amount. Cashier's checks are made payable to CWS Marketing Group, Inc. See below for payment submission details. No in-person payments will be accepted. For lots that do not meet reserve, and the bid is approved after the sale, the Buyer will have 48 hours (2 business days) from the time notification is sent to make final payment.

- **Electronic Bank Transfer Payment:** Bank wire instructions will be included in the email payment notice. Bank wire transfers must originate from an account of the registered buyer or the business the buyer represents. The transfer must include the bidder auction username or buyer name and reference the lot(s) purchased. Any electronic bank transfers received from an account other than that of the registered bidder will not be accepted and will be returned to the originating bank. Bank wires must be received within the time frame specified for final payment and may take up to 24 hours to process.

- **Cashier's Check Payment:** Must be made payable to CWS Marketing Group, Inc., and originate from an account of the registered buyer or the business the buyer represents. Please include the buyer's name and reference the lot #(s) purchased. Cashier's checks must be mailed with overnight delivery and received within 48 hours of the bid approval email notice. Send cashier's checks to CWS Marketing Group, Attn. Online Sales, 7998 Donegan Drive, Manassas, Virginia 20109

NO EXTENSIONS FOR FINAL PAYMENT. U.S. funds only. Personal or business checks, bank letters, credit or debit cards, or letters of credit are not accepted. PAYMENT MUST BE MADE BY SUCCESSFUL REGISTERED BIDDER. MONIES RECEIVED BY PARTIES OTHER THAN THE SUCCESSFUL REGISTERED BIDDER WILL BE DECLINED.

**Refunds:** Amentum nor CWSAMS make refunds, adjustments, or returns. All purchases are final.

**Paperwork Processing:** Once funds are received, title work and sale documents will be executed utilizing the buyer's registration information and sent to the buyer via email to have all copies signed. The buyer has 24 hours to return all documents to CWSAMS via email. Any delay in returning documentation will result in a delay in the buyer being able to pick-up property and original title documents being sent to buyer. Once all paperwork is fully executed, the Property Release form will be emailed to the buyer and the storage vendor. The storage vendor's contact information will be presented on the property release document. Originals will be mailed to the buyer.

**Property Release Documents:** A Paid Receipt and/or Property Release document will be provided to the high bidder within 48 hours of payment. For information on Paid Receipts or Property Release documents contact CWSAMS at [registration@cwsams.com](mailto:registration@cwsams.com) or by calling (855) 463- 3183..

**Removal:** Removal must be completed on or before the 10th business day from the sale closing date (for Domestic property/merchandise), the 60th calendar day from the date of sale (for Export Only property/merchandise) and 10th business days from the receipt of the FAA or Coast Guard Bill of Sale, or SF97 Form for aircraft and vessels.

Removal is by appointment only and should be made by the Buyer with the storage vendor only after Buyer has received the necessary Property Release Document. Property/merchandise must be paid in full before removal — no partial release of any lots. All property/merchandise in a lot must be released to original buyer at one time. CWSAMS /Amentum DOES NOT SHIP ANY ITEMS for the Treasury auctions. IT IS THE SOLE RESPONSIBILITY OF THE BUYER TO REMOVE

THE PROPERTY/MERCHANDISE PURCHASED BY THE REMOVAL DATE AND TO ARRANGE FOR ANY SHIPPING. REMOVAL IS AT THE EXPENSE, LIABILITY, AND RISK OF THE BUYER. AT THE TIME THE APPOINTMENT IS MADE, BUYER SHOULD VERIFY WITH THE STORAGE VENDOR ANY COSTS THAT ARE ASSOCIATED WITH REMOVAL FOR SERVICES PROVIDED BY THE VENDOR.

**CWS / AMENTUM WILL NOT SHIP ANY ITEMS.** Buyers can arrange shipping at their own risk and cost with any shipping company they choose, within the release time frame specified. Some buyers have utilized the following companies to ship property: [Shipping companies by auction location](#)

Buyer must present a photo I.D. at the time of property/merchandise release. Should registered buyer wish to send an agent to pick up property/merchandise, buyer must prepare and sign an authorization letter identifying the agent to act on his/her behalf, as well as provide agent with a copy of Buyer's photo I.D. A release authorization template is located here <http://www.cwsamsinc.com/gp/terms/RELEASEAUTHORIZATIONFORM.pdf>

Removal must be completed on or before the times referenced or buyer will default the terms of sale and property/merchandise will be resold by U.S. Department of the Treasury. Property/merchandise must be removed from the storage location stated in each lot description. BUYER AND VENDOR MUST SIGN PROPERTY/MERCHANDISE RELEASE DOCUMENT AND SUBMIT TO COPY TO Amentum AS PROOF OF DELIVERY TO BUYER. STORAGE ARRANGEMENTS AFTER REMOVAL DATES ABOVE ARE SOLELY BETWEEN THE BUYER AND VENDOR AND TERMS SHOULD BE DETERMINED PRIOR TO THE FINAL REMOVAL DATE. NO EXTENSIONS FOR PROPERTY/MERCHANDISE RELEASE.

**Title Transfer Documents:** Clear title will be conveyed to the successful registered bidder via the government issued documents below, along with a Court issued Order Of Forfeiture.

- **Vehicles:** Transferred via government Form SF-97 (Certificate to Obtain Title)
- **Vessels:** Transferred via a Coast Guard Bill of Sale for vessels and a SF-97 for boat trailers (if included).
- **Aircraft:** Transferred via a FAA Bill of Sale, AC Form 8050-2.

It can take at least 21 days from the date of sale for title transfer documents and the Order Of Forfeiture to be sent to the Buyer. Buyer is responsible for providing the title transfer documents to the appropriate authority (DMV, Tag Station, FAA...) to have the title transferred into their name.

Any SF97 title document, for a vehicle where the odometer reading is unknown, will be marked, "TMU" True Mileage Unknown. Any changes to the SF97 document post sale for mileage reasons will have to be approved by and coordinated through the Prime Contractor. For information on Title Documents please contact CWSAMS at [registration@cwsams.com](mailto:registration@cwsams.com), or by calling (855) 463-3183.

**EXPORT ONLY INFORMATION:** Any property listed in the sales catalog "Export Only" may not be entered into the commerce of the United States and must be exported. EXPORT ONLY ITEMS MUST LEAVE THE UNITED STATES DIRECTLY FROM THE STORAGE FACILITY. NO DIVERSIONS ALLOWED. Removal for property designated EXPORT ONLY requires that the buyer or the buyer's agent present a properly executed exportation document form 7512 in addition to the above noted release documents at the time of removal. It is the buyer's responsibility to be aware of export/import laws and restrictions for any particular country they intend to ship property to.

For EXPORT ONLY lots, **It is highly recommended that participants research the exportation process prior to bidding.** Please go to <http://www.cbp.gov/trade/basic-import-export> for CBP export information. To locate a broker to assist in the process click the link below, choose a state, then a Port Name, and finally the “Brokers” link for that port (<http://www.cbp.gov/contact/ports>). Amentum/ CWSAMS is prohibited from providing Export Documents or assistance with the exportation of any lots.

**Special Requirements For IRS-CI Properties:** The IRS-CI reviews all bidders for IRS-CI offered lots and approval may take up to three (3) business days. Lots offered by the IRS-CI are noted on each lot, by a series of letters and numbers, for example, “Case #: 2013430590000101-001-0000- IRS”. This does not change the requirements for payment. Release paperwork will be forwarded to the buyer only after IRS approval.

**State Sales Tax:** The auction company will not collect any tax for lots in U.S. Treasury sales. Buyers are responsible for all applicable taxes imposed by any county, state, country or political subdivision. For information on taxes check with the appropriate state franchise tax board or other authority.

**Default:** Failure to make required payments or property/merchandise removal within time specified shall be deemed forfeiture of any right, title and interest buyer may have acquired in the property/merchandise. Said property/merchandise shall revert and repossess to the United States Government without further notice to the buyer and will result in any monies paid being forfeited and the transaction shall be null and void as to buyer.

**Addition or Deletion from Sale:** Amentum reserves the right to withdraw from sale any of the items listed, to sell at this auction items not listed, and to group or subdivide lots. Amentum reserves the right to sell all of the items listed in bulk, whenever the best interests of the U.S. Government will be served.

**Disputes & Rebids:** The Amentum Sale Manager's decision is final in settling disputes. A bidder's retraction does not revive any previous bid.

**Property Offered for Sale by CBP, IRS-CI, ICE-HSI, or Secret Service:** In accordance with 18 USC Section 1963(f) and 21 USC Section 853(h) of the Comprehensive Crime Control Act of 1984 and Department of the Treasury Policy, forfeited (general) property will not be sold to the defendant or person(s) acting as his/her agent. A general property sales contract may be cancelled by the Government in compliance with the above statutes or policy. Individuals must comply with this policy to be eligible for bidder registration.

**Announcements / Additional Information:** Announcements/email communications made during the sale process shall take precedence over previous information pertinent to that property/merchandise. Announcements do not alter in any way the basic terms and conditions of sale. Neither Amentum nor CWSAMS accepts responsibility for loss of connectivity, technical difficulties or other circumstances beyond our control. Note: Each registered bidder is solely responsible for the use of his/her bidder user name, and any use by another person is presumed to be with the consent of and contractually binding on the registered bidder. In order to comply with the Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552 (2000)), bid results will be published on a Government-designated website and will include the following: lot number, lot description, purchase price, and successful bidder's name

**DEPARTMENT OF THE TREASURY  
PUBLIC AUCTION OF VEHICLES**

**IMPORTANT NOTICE TO ALL BIDDERS**

Any vehicles offered in this public auction are offered in an “as is, where is” condition. The Government does not warrant the condition, quality, or merchantability of the property, its fitness for any use or purpose, its ability to pass a safety inspection, or its ability to pass a motor vehicle emissions test prior to registration.

Efforts have been taken to ensure that the vehicles offered for sale should be acceptable for licensure, registration, and title action by the state department of motor vehicles; however, despite all best efforts, some exceptions may arise. Therefore, the Government makes no representations, promises, or warranties regarding these vehicles, and cannot guarantee registration or title issuance by the Department of Motor Vehicles (DMV) for any vehicle.

Before you make any repairs to any vehicle purchased, you should take your sale documents (invoice and/or SF-97) to the nearest DMV office, within ten (10) business days of receipt, to verify that:

- **The vehicle is not in a “stolen” status.**
- **The vehicle does not have a “salvage” classification.**
- **The vehicle does not have a “junk” classification.**
- **The vehicle does not have an “export” classification.**
- **The vehicle has a legal Vehicle Identification Number (VIN).**

If the DMV official informs you that the vehicle fits one or more of the above categories:

- Ask for a copy of the documentation,
  - Stop your registration process and do not pay any fees,
  - Do not initiate any repair or maintenance actions,
  - Notify the nearest Amentum/URS Federal Services office for instructions on the return of vehicle, the
- Comply with instructions provided and submit a request for refund of sale price.

Buyers of vehicles that are to be exported to Mexico are encouraged to administratively verify the vehicle status with the appropriate Mexican authority before taking the vehicle over the border.

Upon verification of the DMV status and approval of the Government, a refund action will be initiated to return your purchase price.

**NO REIMBURSEMENT FOR REPAIRS, UPGRADES, OR ENHANCEMENTS TO THE VEHICLE  
WILL BE CONSIDERED IF BUYER FAILS TO COMPLY WITH THE ABOVE VERIFICATION  
PROCESS.**

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**SALE OF GOVERNMENT PROPERTY  
GENERAL SALE TERMS AND CONDITIONS**

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**1. GENERAL INFORMATION:**

The placement of a successful bid at a U.S. Department of the Treasury auction establishes a legally binding contract between the successful high bidder and the Treasury Department. The auctioneer's announcement of the high bid amount and the bidder's number establishes the contract which may be subject to final acceptance by the Government. This contract is bound by these Terms and Conditions as well as special terms and conditions published by the Contractor for the specific auction and other Federal regulations governing contracts for the purchase of government property. The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

The contractor is acting as the agent of the Government with respect to the sale of Government property.

**2. ELIGIBILITY OF BIDDERS:**

The Bidder warrants that he/she is not:

- a) Under 18 years of age;
- b) An employee of any department or agency of the Federal Government prohibited by the regulations of that agency from purchasing property sold hereunder;
- c) An agent or immediate member of the household of the employee in b) above;
- d) The contractor, subcontractor or vendor, their agent or employee who has access to information concerning the property to be sold at U.S. Department of the Treasury auctions that is not generally available to the public;
- e) Presently debarred or declared ineligible for the award of contracts by any Federal agency in accordance with 41 CFR 101-45.6;
- f) The party or representing the party(s) from whom the property was seized and/or forfeited;
- g) Or presently suspended from bidding due to repeated sale default.

The Contractor's subcontractor may not act as agent for a third party in purchasing Department of the Treasury property that is or has been in their custody or control. For breach of any of these warranties, the Government shall have the right to cancel the contract without liability.

**3. REGISTRATION OF BIDDERS:**

All persons wishing to participate in the bidding process of the sale site are required to obtain, completely fill out, and turn in a bidder registration card at the sale site prior to sale.

An individual's signature/initials on the bidder registration card is an acknowledgment of his/her full and complete understanding of all terms and conditions of the sales contract and his/her agreement to be bound thereby. The sales catalog and sales brochure may also contain terms and conditions constituting part of the sales contract. Each bidder must present Government-issued photo identification as a prerequisite of registration (i.e. driver's license, military ID or passport).

Each bidder will be issued a bidder number along with a sales catalog upon completion of registration. Each registered bidder is solely responsible for the use of his/her bidder number and any use by another person is presumed to be with the consent of and contractually binding on the registered bidder.

The registrant agrees that, should the registrant be the successful bidder on a lot, the following information regarding the transaction shall be published on the U.S. Department of the Treasury auction website:

- 1) The registered bidder's name;
- 2) The lot number;
- 3) The lot description; and,
- 4) Purchase price of lot.

Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552 (2000)).

**4. VIDEO RECORDING:**

The Contractor may videotape the conduct of sale which may be utilized in dispute resolution processing and for other purposes as needed.

**5. INSPECTION OF PROPERTY:**

The bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. The failure to inspect property shall not constitute cause for cancellation of sale. The property or a representative sample of property will be available for inspection at the places and times specified by the contractor. Absolutely no access to property is allowed without prior contractor authorization.

**6. ORAL STATEMENTS  
AND  
MODIFICATIONS:**

Announcements may be made on the day of the sale to clarify property status, catalog descriptions, or other information specific to a lot or item. These announcements take precedence over sales catalog information pertinent to that property, but do not alter in any way the basic terms and conditions of sale. An errata sheet will be distributed to provide bidders with an up-to-date posting of lot additions, deletions, or modifications. The errata sheet information replaces the applicable corresponding information in the sales catalog.

Further, no interpretations of any provision of the sale contract, including the applicable performance requirements, shall be binding on the Government unless furnished or agreed to, in writing, by the Contracting Officer.

**7. ADDITION/WITHDRAWAL OF PROPERTY:**

The Government reserves the right to withdraw from sale any of the items listed in the sales catalog/brochure or to sell at auction items not listed.

**8. PROPERTY DESCRIPTIONS:**

The Government warrants to the original Purchaser that the property listed in the sales catalog for bids will conform to its description. This warranty is in place of all other guaranties and warranties, express or implied. The Government does not warrant the condition, quality, or merchantability of the property or its fitness for any use or purpose. The condition of items offered



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varies from "NEW" to "SALVAGE." The Purchaser understands and agrees that all property is purchased and accepted "AS IS, WHERE IS" and "WITH ALL FAULTS."

The amount of recovery under this provision is limited to the purchase price of the inaccurately described property. The Purchaser is not entitled to any payment for loss of profit or any other money damages, including special, direct, indirect, incidental, or consequential.

For Purchasers claiming recovery under the warranty of description, no refund will be made unless the Purchaser:

- a) Submits a written notice to the Contractor within 30 calendar days of the date of removal that explains in what manner the property was inaccurately described.
- b) If the Government agrees, then a full refund of the money received will be returned.

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/her expense to a location specified by the Contractor. The Purchaser must maintain the property in the same condition as when removed.

**9. OFFERING OF PROPERTY FOR AUCTION AND SUBMISSION OF BIDS AND AWARDS:**

The auctioneer will offer each item/lot in accordance with catalog sequence or by special announcement. All bidders will communicate their bid amounts orally or by such other means as may be recognized by and acceptable to the auctioneer.

A lot will be sold to the highest bidder upon acceptance of the final bid amount by the Government. In the event the bidding does not exceed the Government's minimum reserve price, the auctioneer will close the bidding subject to acceptance by the Government.

For open and progressive voice auction sales, it is the bidder's responsibility to pay attention to items being offered for sale and to bid on those items in which he/she is interested.

In the event of a dispute as to the amount bid, item or item number, and/or paddle number of the Bidder, the Government reserves the right to reoffer the item in question. Once the Government accepts a bid, a contract is established and the Purchaser may not withdraw the bid. The auctioneer will not accept unilateral conditions asserted by the high bidder.

The invoice, as to the name and number of the Purchaser, and the amount of the bid shall be prima facie evidence of these facts of the sale, and all disagreements will be resolved in accordance with such records.

**10. COLLUSION:**

Practices that eliminate competition, such as collusive bidding, may warrant criminal, civil, or administrative action against the participant(s) and may be referred to the Department of Justice (DOJ) in accordance with 41 U.S.C. 101-45.317.1.

**11. CONSIDERATION OF BIDS:**

The Government reserves the right to reject any and/or all bids, and to waive any technical defects in bids. All property is sold with a minimum reserve price unless the goods are, in explicit terms, offered without a minimum reserve price. If the minimum reserve price is not achieved, the Government may withdraw the goods at any time until the completion of sale.

**12. FORMS OF PAYMENT:**

Forms of payment are bank wire (no ACH), cashier's check, or credit card where acceptable by the Government. Photo identification of the registered bidder must be presented to initiate the payment process. Payment for each lot must be made by the successful registered bidder for that specific lot. Cashier's checks must be made payable to CWS Marketing Group, Inc. Personal or business checks, bank letters, or letters of credit are not acceptable. All cash payments of \$10,000 or more will be reported to the Internal Revenue Service (IRS) in accordance with 26 U.S.C. 6050 Section I (d). In order to comply with this requirement, bidder must provide their Social Security Number or Federal ID number if a business, along with date of birth at the time of payment in order for completion of IRS Form 8300.

Acceptance of credit cards is subject to verification and approval by the issuing institution. Credit cards issued in the name the registered bidder or the company he/she represents are the only cards that will be accepted for payments. Each credit card receipt must be signed by the original cardholder. Credit cards issued to a Purchaser's spouse or in another individual's name will not be accepted for use by the Purchaser.

The Purchaser agrees to the publication of his/her/company registered name, lot number, lot description and purchase price on the U.S. Department of the Treasury auction website. Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552(2000)).

**13. DEPOSITS:**

The Purchaser agrees to make deposits in accordance with the instructions in the sales catalog/brochure. The Purchaser agrees to pay for property awarded to him/her in accordance with their successful bid.

**14. FINAL PAYMENT:**

Full payment of the purchase price must be received by the Contractor within the time specified in the sales catalog/brochure and prior to the release of any property.

Bank wires may also be used for final payments. Any bank wire for final payment must come from an account

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GENERAL SALE TERMS AND CONDITIONS**

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of the registered bidder or the business the bidder represents. The transfer must include the bidder number and all applicable sale lots. Any electronic bank transfers received from an account other than that of the registered Purchaser will not be accepted and will be returned to the originating bank. All final payments must be made and received by the date and time specified in the sales catalog/brochure or the bidder will be placed in default of the contract.

The Purchaser agrees to the publication of his/her/company registered name, lot number, lot description and purchase price on the U.S. Department of the Treasury auction website. Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552(2000)).

**15. APPLICABLE TAXES:**

All purchasers are responsible for the payment of any and all applicable taxes imposed by any state, country, county, or political subdivision.

The Purchasers may be required to pay such taxes to the cashiers at time of sale or to tax officials after purchase is made. If sales taxes are required, presentation of proof of payment will be required prior to property release.

**16. ISSUANCE OF PAYMENT/RELEASE DOCUMENTATION:**

Upon receipt of full and final payment for each purchase, the Contractor shall provide the Purchaser with a receipt of each deposit or payment. Sale receipt(s) and release documents will only be issued in the name/company name of the registered bidder.

**17. PREPARATION FOR SHIPMENT, LOADING AND REMOVAL:**

The Purchaser is responsible for making all arrangements for the packaging and removal of their purchases. When property is described in the sales catalog as being boxed, packed, crated, skidded, or in containers, the Government does not warrant that the property, as packaged, is suitable for shipment. Segregation, culling, or selection of property for the purpose of effecting partial or incremental release will not be permitted. The Purchaser shall remove the property at his/her expense.

All Purchasers or their authorized representatives will be required to present sale receipt(s) and release document(s) prior to the initiation of any shipment preparations.

If a Purchaser designates a representative agent, broker or transporter to pick up their sale property, the Purchaser must prepare and sign an authorization letter identifying the agent to act on their behalf. The Agent must present photo identification to validate the Purchaser's option prior to initiation of any action.

**18. REMOVAL FROM SALES CENTERS OR COMMERCIAL STORAGE LOCATIONS:**

Any items purchased at auction will be released to the Purchaser or his designated representative upon presentation of the sale receipt(s) and release document(s). If Purchaser elects to have a designated representative (transporter, broker, other)

pick up his/her property, that person must have all sale receipt(s) and release document(s) and an authorization letter signed by Purchaser for removal.

All property stored at the Contractor's facilities must be removed by the dates specified in the sales catalog/brochure; no extensions of storage time will be granted. The failure to pick up property by the specified time will be declared a default against the Purchaser as specified in paragraph 23.

All property stored at commercial warehouse facilities must also be picked up by the time specified in the sales catalog/brochure and an appointment should be scheduled in advance. The failure to pick up property by the specified time will be declared a default against the Purchaser as specified in paragraph 23.

**19. REMOVAL OF EXPORT ONLY:**

Any property listed in the sales catalog "For Export Only" may not be entered into the commerce of the United States and must be exported under conditions described in the sales catalog/brochure. A representative sample from large, commercial quantity "export only" lots (greater than ten cartons) may be released to the Purchaser upon full payment if the sample is available at the sales center.

All Purchasers are responsible for complying with all applicable federal licensing and permit regulations prior to exportation. The failure of the purchaser to obtain necessary licensing will not result in the return of any monies tendered for the goods.

The Contractor shall provide a copy of the required procedures for export, when available from the Government, to the Purchaser at the time of final payment. Unless a different period for removal is applicable with respect to goods or conveyances that are sold "For Export Only," the Purchaser will have 60 days from auction day to remove the property from the United States or Purchaser will be deemed in default and the property will be resold by the Government as provided in paragraph 23 of these Terms and Conditions of Sale.

All forms required for exportation may be obtained at a nominal cost from the U.S. Government. Because of the complexity of some export requirements, the Purchaser may wish to secure the services of a Customhouse Broker, bonded carrier, or other professional in securing the necessary documents required for exportation. The Contractor will offer no assistance whatsoever.

**20. LIMITATION OF GOVERNMENT LIABILITY:**

Except for reasonable packing, loading, and transportation costs (such packing, loading, and transportation costs being recoverable only when a return of property at the Government's cost is specifically authorized in writing by the Contracting Officer or other costs authorized in writing by the Contracting Officer), the measure of the liability of the Government under any provisions of the terms and conditions in any case where liability of the Government to the Purchaser has been established shall not exceed

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**SALE OF GOVERNMENT PROPERTY  
GENERAL SALE TERMS AND CONDITIONS**

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the refund of such portion of the purchase price as the Government may have received.

property purchased from the Government, purchasers should exercise extreme caution in preparing

**21. TITLE:**

The Contractor shall furnish the Purchaser with all documents in its possession that have been provided to the Contractor by the Government relating to the title, registration, or licensing of the property sold to the purchaser. However, the Government does not warrant or guarantee that the documents it possesses and furnishes to the purchaser, if any, are sufficient to obtain any necessary licenses, registrations or titles or that licenses, registrations or titles can be obtained.

advertisements to ensure that they do not violate applicable Federal, state or foreign government laws.

**26. DISPUTES:**

Any contract resulting from this offering is subject to the Contract Disputes Act of 1978, Public Law 95-563. The current "Dispute" clause found in 48 U.S.C. 52.233-1 is hereby incorporated for reference. All requests for refunds or adjustments should be submitted to the Contractor at:

**22. MARITIME EXPORTATION:**

The Purchaser, whether a U.S. citizen or an alien, may not export any vessel from the United States or its territories or possessions without first obtaining the approval of the Department of Transportation, Maritime Administration, Washington, D.C. 20590, pursuant to the provision of the Shipping Act of 1916, as amended (46 U.S.C. 801 et. seq.). To export a commercial vessel, a license from the Department of Commerce, Bureau of Industry and Security, Bureau of Export Administration, Washington, D.C. 20230, is required. For further information, contact (202) 482-2721.

Michael DeSousa  
Director, Risk Management  
Amentum  
4800 Westfields Blvd.  
Suite 400 Chantilly, VA 20151

Any dispute which cannot be resolved by the Contractor may be directed to:

**23. DEFAULTS:**

The failure to make required deposit or final payments and/or comply with the time frames specified in the sales catalog/brochure for removal of property shall be deemed forfeiture of any rights, title, and interest the Purchaser may have acquired. The title of such property shall revert back to the Government without further notice to the Purchaser and will result in any monies paid being forfeited. The transaction shall be null and void as to the Purchaser. The property will be processed for resale at the next available auction.

Mr. Ricky Callahan Jr.  
Department of the Treasury, IRS  
AWSS/Procurement  
OS:A:P:T, Stop C7-430  
5000 Ellin Road  
Lanham, MD 20706

In addition, any Purchaser who defaults for non-payment will have their account suspended and bidding privileges revoked as follows:

- a) Six-month suspension after second occurrence
- b) Lifetime ban for any occurrence thereafter

**0. PROPERTY OFFERED FOR SALE BY CBP, IRS-CI, ICE-HSI, OR SECRET SERVICE**

In accordance with 18 USC Section 1963(f) and 21 USC Section 853(h) of the Comprehensive Crime Control Act of 1984 and Department of the Treasury Policy, forfeited (general) property will not be sold to the defendant or person(s) acting as his/her agent. A general property sales contract may be cancelled by the Government in compliance with the above statutes or policy. Individuals must comply with this policy to be eligible for bidder registration.

**24. REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS:**

It is the Purchaser'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 sales catalog.

The Purchaser or user of this property is not excused from any violation of such laws or regulations either because the United States is a party to this sale or has had any interest in the property at any time.

**25. FALSE ADVERTISING AND UNFAIR OR DECEPTIVE ACTIONS:**

The use of false or misleading advertisements in commerce or other unfair or deceptive practices are unlawful (15 U.S.C. 45, et. seq.). In disposing of any