
SALE OF GOVERNMENT GENERAL ORDER MERCHANDISE GENERAL SALE TERMS AND CONDITIONS

1. GENERAL INFORMATION:

The placement of a successful bid at a U.S. Customs and Border Protection auction establishes a legally binding contract between the successful high bidder and U.S. Customs and Border Protection. The auctioneer's announcement of the high bid amount and the bidder's number/username 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 other Federal regulations governing contracts for the purchase of Government merchandise. The successful bidder is legally bound to pay for merchandise awarded in accordance with his/her bid.

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

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 merchandise 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 merchandise to be sold at DHS/CBP 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 48 CFR Subparts 9.4 and 509.4; nor
- (f) presently banned from bidding at U.S. Customs and Border Protection auctions due to past default(s).

The contractor's subcontractor may not act as agent for a third party in purchasing DHS/CBP merchandise 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 in addition to and without waiving any other remedies available under federal law.

3. REGISTRATION OF BIDDERS:

All persons wishing to participate in the bidding process of the sale 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. Each bidder must present a government-issued photo ID as a prerequisite of registration (i.e. driver's license, military ID or passport).

Each bidder will be issued a bidder number/username 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 to a designated Government auction website:

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

Freedom of Information Act, 5 U.S.C. 552, as amended.

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.

SALE OF GOVERNMENT GENERAL ORDER MERCHANDISE GENERAL SALE TERMS AND CONDITIONS

5. INSPECTION OF MERCHANDISE:

The bidder is invited, urged, and cautioned to inspect the merchandise prior to submitting a bid. The failure to inspect merchandise shall not constitute cause for cancellation of sale. The merchandise or a photograph of the merchandise will be available for inspection at the places and times specified by the contractor. Absolutely no access to merchandise is allowed outside the specified times.

6. ORAL STATEMENTS AND MODIFICATIONS:

Announcements may be made on the day of the sale to clarify merchandise status, catalog descriptions, or other information specific to a lot or item. These announcements take precedence over sales catalog information pertinent to that merchandise, 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 interpretation of any provision of the sale contract, including applicable performance requirements, shall be binding on the Government unless furnished or agreed to, in writing, by the Contracting Officer.

7. ADDITION/WITHDRAWAL OF MERCHANDISE:

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

8. NO WARRANTY:

The Government does not warrant the condition, quality, or merchantability of the merchandise or its fitness for any use or purpose. The condition of items offered varies from "NEW" to "SALVAGE." The Purchaser understands and agrees that all merchandise is purchased and accepted "AS IS,

WHERE IS" and "WITH ALL FAULTS."

9. OFFERING OF MERCHANDISE FOR AUCTION AND SUBMISSION OF BIDS AND AWARD:

(a) 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.

(b) A lot will be sold to the highest bidder upon acceptance of the final bid amount 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.

(c) 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 re-offer 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.

(d) 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;

Written Bids must be in English and may be submitted in person or by registered mail and are subject to the same terms and conditions of sale as those bidders physically present or registered online at the auction. The Government recommends using an overnight delivery service in order to ensure your written bid arrives by the date and time indicated. Acceptable method of payment will be cashier's check or money order. Make cashier's check or money order payable to CWS Marketing, Inc. for the bid amount. Indicate sale number and lot number or description on

SALE OF GOVERNMENT GENERAL ORDER MERCHANDISE GENERAL SALE TERMS AND CONDITIONS

outside of sealed envelope. Please ensure that your name and phone number (or other means of contacting you) are included with your written bid. Mail all bids to CWS Marketing Group, Inc.

Bids must be received no later than 5:00 PM ET one day prior to sale date.

10. COLLUSION:

Practices that eliminate competition, such as collusive bidding, may warrant criminal, civil, and/or administrative action against the participant(s) and may be referred to the Department of Justice in accordance with Federal law.

11. CONSIDERATION OF BIDS:

The Government reserves the right to reject any or all bids, and to waive any technical defects in bids.

12. FORMS OF PAYMENT:

Forms of payment are cash, cashier's check, money order, bank wire or credit card (Master Card, Visa, American Express or Discover), where acceptable by the Government. The maximum total credit card payment per account is \$100,000. Any payment above \$100,000 must be made by bank wire or cashier's check. 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 IRS in accordance with 26 USC 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 of 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's registered name, lot number, lot description and purchase price on a designated Government auction website. Freedom of Information Act, 5 U.S.C. 552, as amended.

13. DEPOSITS:

The Purchaser agrees to make deposits in accordance with the instructions in the sales catalog/online listing. The Purchaser agrees to pay for merchandise 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/online listing and prior to the release of any merchandise. The maximum total credit card payment per account is \$100,000. Any balance above \$100,000 must be paid in full via bank wire or cashier's check.

In addition to the forms of payment listed in Section 12, bank wires may be used for final payments. Any electronic bank transfer must originate from an account of the registered bidder or the business the bidder represents. The transfer must include the bidder number and all applicable auction 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/online listing or the bidder will be placed in default of the contract.

15. APPLICABLE TAXES:

All purchasers are responsible for the payment of any and all applicable taxes imposed by any state,

SALE OF GOVERNMENT GENERAL ORDER MERCHANDISE GENERAL SALE TERMS AND CONDITIONS

country, county, or political subdivision.

The Purchaser 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 merchandise release.

16. ISSUANCE OF PAYMENT/RELEASE DOCUMENTATION:

Upon receipt of full and final payment for all items purchased at each auction, 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 merchandise 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. No partial release will be permitted. Removal is at the expense, liability and risk of the Purchaser. A bonded warehouse cannot charge for removal of merchandise to the loading dock. However, the bonded warehouse may charge the Purchaser for services extending beyond removal to the loading dock (i.e., acquiring weights and/or measures, loading the Purchaser's vehicle/truck, re-palletizing shipment, re-packaging shipment, use of forklift for loading, etc.). Purchaser is encouraged to inquire as to these charges when making arrangements for the removal of his/her merchandise so as not to delay removal.

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 merchandise, the Purchaser must prepare and sign a notarized authorization letter in English identifying the agent to act on their behalf. The Agent must present photo identification to validate the Purchaser's authorization prior to initiation of any action.

18. REMOVAL FROM COMMERCIAL STORAGE LOCATIONS:

Any items purchased at auction will be released to the Purchaser or his/her 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 merchandise, that person must have all sale receipt(s) and release document(s) and a notarized authorization letter in English signed by the Purchaser for removal.

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

19. REMOVAL OF EXPORT ONLY:

Any merchandise 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/online listing.

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 Purchaser will have fifteen (15) calendar days from auction day to remove domestic consumption merchandise from the storing warehouse. If the 15th calendar day falls on a Saturday, Sunday or Federal holiday, the Purchaser may have until the

SALE OF GOVERNMENT GENERAL ORDER MERCHANDISE GENERAL SALE TERMS AND CONDITIONS

following business day for removal.

The Purchaser will have thirty (30) calendar days from auction day to remove "For Export Only" merchandise, except conveyances, from the United States. If the 30th calendar day falls on a Saturday, Sunday or Federal holiday, the Purchaser may have until the following business day for removal.

The Purchaser will have forty-five (45) calendar days from auction day to remove "For Export Only" conveyances, including vehicles, from the United States. If the 45th calendar day falls on a Saturday, Sunday or Federal holiday, the Purchaser may have until the following business day for removal.

If the Purchaser fails to remove merchandise within the stated removal period, the Purchaser will be deemed in default and the merchandise will be resold by the Government as provided in Section 23 of these Terms and Conditions of Sale.

Presentation of exportation documents will also be required prior to release. These documents include the CBP Form 7512, Transportation Entry and Manifest of Goods Subject to U.S. Customs and Border Protection Inspection and Permit, or a CF 214, Application for Foreign-Trade Zone Admission and/or Status Designation, for the subject merchandise to be exported. The Contractor will offer no assistance whatsoever.

All forms required for exportation may be obtained at a nominal cost from the local U.S. Customs and Border Protection office. 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.

20. LIMITATION OF GOVERNMENT LIABILITY:

Except for reasonable packing, loading, and transportation costs incurred to facilitate a return of merchandise at the Government's direction when specifically authorized in writing by the Contracting Officer or for other costs authorized in

writing by the Contracting Officer, the measure of the liability of the Government under any provisions of these terms and conditions in any case where liability of the Government to the Purchaser has been established shall not exceed the refund of such portion of the purchase price as the Government may have received.

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 merchandise sold to the Purchaser.

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, 1200 New Jersey Avenue, SE, Washington, DC 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, Export Administration, Washington, DC, may be required. For further information, contact (202) 482-2111.

23. DEFAULTS:

The failure to make required deposit or final payments and/or comply with the time frames specified in the sales catalog/online listing for removal of merchandise shall be deemed forfeiture of any rights, title, and interest the Purchaser may have acquired. The title of such merchandise 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 merchandise will be processed for resale at the next available auction. If a Purchaser defaults, the following actions may be taken by U.S. Customs and Border Protection at its discretion depending upon the administrative

SALE OF GOVERNMENT GENERAL ORDER MERCHANDISE GENERAL SALE TERMS AND CONDITIONS

impact of the default(s):

After the second default, the Purchaser may be banned from bidding at future auctions for a period of up to six months.

Any subsequent default may cause the Purchaser to be permanently banned from bidding at future auctions.

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 merchandise listed in the sales catalog.

The Purchaser or user of this merchandise 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 merchandise 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 is unlawful (15 U.S.C. 45, et seq.). In disposing of any merchandise purchased from the Government, purchasers should exercise extreme caution in preparing 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, as amended (41 U.S.C. 7101 – 7109). The current "Disputes" clause found in 48 CFR 52.233-1 is hereby incorporated by reference. All

requests for refunds or adjustments must be submitted within 21 days of merchandise pick-up and should be directed to:

CWS Marketing Group, Inc.
Project Manager, GO Auctions
7998 Donegan Dr
Manassas, Virginia 20109-2870

Any disputes which cannot be resolved by the contractor may be directed to:

U.S. Customs and Border Protection
Camilla Schmidt, Contracting Officer
4760 N. Oracle Road, Suite 100
Tucson, AZ 85705

Please note that additional supporting information and/or clarification should be provided to support a new claim to the Contracting Officer (CO). If no new information or supporting documentation is provided as evidence to support a claim to the CO beyond what was already submitted in the original Customer Inquiry, the CO will have nothing new to consider in the matter. Absent additional information, the CO's final decision will likely remain unchanged from the original determination in response to the Customer Inquiry.