

# Selected Terms & Conditions

## U.S. Department of the Treasury

### Live Auction w/ Simulcast

#### Pompano Beach, FL

#### September 20, 2023

#### **Inquiries:**

[registration@cwsams.com](mailto:registration@cwsams.com) or call 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. Bidder participations in the sale, and the use of the CWS auction site marks your full acceptance of all Terms & Conditions of CWS Marketing Group, Amentum and the U.S. Department of the Treasury.

This is a live in-person auction w/ simulcast bidding available. All bidding will take place during the days and times indicated on the auction's landing 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 the 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. Bids are not retractable. 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.

**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, photographs, "stock photos", slides/samples, or a video presentation may be provided 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." CWS, 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.

### **Registration:**

Bidders attending the auction in-person should complete their Bid Live-In-Person Registration **online prior to the sale day.**

- **Bid Live-In-Person** (For in-person bidding only):
  - Registration to bid In-Person is for those bidders who will be attending the live auction.
  - Online registration for in-person bidding closes the day prior to the auction at 5:00pm Tuesday.
  - Upon completion of Registration, an email confirmation will be sent to you.
  - On the day of the auction or auction preview, please follow the signs to the express window to receive your bidder paddle and catalog. You will need to present your photo ID to receive your bidder paddle and catalog.
  - **REGISTER NOW to bid in-person** by filling out the online Registration / Photo ID Form Here: [In-Person Registration / Photo ID Form](#).
  - Registration is also available in-person at the preview or the day of the auction until 11:00am
  - Those wishing to participate via simulcast must complete the simulcast registration below.
  
- **Bid Online Simulcast:**
  - Simulcast Registration is ONLY for those who will be participating in the auction via online and will not be bidding in-person, live at the auction.
  - Registration for Simulcast Bidding ends 5:00pm ET the day prior to the auction.
  - A \$5,000 credit card bid deposit and submission of a government issued photo ID is required to participate via simulcast bidding.
  - **Complete Steps 1 & 2 below** to participate online via live simulcast/internet bidding:
    1. Go to [Upcoming Auctions Page](#) and select the **“Register To Bid”** button next to the specific auction to begin registration.
    2. Complete the step two [Simulcast Bid Deposit / Photo ID Form](#) on the Auction Detail Page to upload your bid deposit and a copy of your government-issued Photo ID (i.e. driver’s license, passport...).
  - Please allow up to 24 hours from the completion of Steps 1 & 2 for bidding approval
  - Unsuccessful bidder’s deposits will be returned.
  - For questions on auction registration, please email [registration@cwsams.com](mailto:registration@cwsams.com) or call 855-463-3183.

### **Simulcast Live Bidding:**

- For those who have completed the Simulcast registration and are approved to bid, go to [cwsmarketing.com](http://cwsmarketing.com) and click on the red “**BID ONLINE**” button on the top right.
- Login to your account by choosing “Login” at the top of the page.

- Pre-bids are able to be submitted prior to the start of the live simulcast auction (see below).
- On the day of the live auction, registered and approved simulcast bidders will participate in the live bidding and bid in real-time against those bidders attending the auction in person.
- Simulcast bidding will be similar to CWS's online-only bidding. Audio and video are not enabled.
- On the auction page Click on the BID LIVE button and the first lot will display on your screen. The BID LIVE button will appear just prior to the start of the live auction.
- The auctioneer will introduce the first auction and start the bidding with the highest Pre-Bid or a live floor bid. Simulcast bidders will need to watch the screen for current bids and the next increment the auctioneer is asking for. Bids must be placed at the next suggested increment shown on the "place bid" button.
- The system will signal FAIR WARNING before a final LAST CALL prior to the auction lot closing. Both FAIR WARNING and LAST CALL will appear on your screen. Bidding goes very quickly, therefore please pay attention to the current bids on your screen. When a lot is sold or passed, this will be listed on the bidding platform, and the next lot will appear on screen and will be open for bidding.
- In the case of a tie bid, precedence is given to in-person floor bidders.
- In the case of technical difficulties, or a change in the auction/lot status, bidders will be notified via an email or the online platform. It is the bidder's responsibility to pay attention to bidding and be aware of any auction update.
- CWS, Amentum and The U.S. Treasury are not responsible for technical difficulties, and auction participants will hold harmless the above for any technical difficulties that may arise.
- The auction is optimized to run on Chrome and Firefox.

#### **Pre/Absentee Bids (Pre-Bids) Via Online:**

- If you are not able to participate in-person or during the live simulcast, you can still participate in the auction by submitting Pre-Bids prior to the start of the live auction.
- Pre-Bids are maximum bids, which bidders can submit online prior to the live auction. Pre-Bids are executed on your behalf by the auction system and online clerk in a similar way to traditional absentee bids.
- Pre-Bids may be submitted up until the time the simulcast starts.
- Click on 'Place Bid' on the lot detail page. You will be prompted to login or create an account if you are not already logged into your account. Bids must follow standard increments suggested on the screen.
- Pre-Bids can be modified or removed. You will receive an email confirming your Pre-Bid. All open and past Pre-Bids can be seen in 'My Bids'.
- Your Pre-Bid will be treated as your maximum bid and the auction system or auction clerk will bid automatically on your behalf by the next bid increment. Your maximum will not be triggered unless bidding reaches this amount. Again, bidders can place bids either in real time during the auction or as an absentee bid leading up to the start of the auction by submitting a Pre-Bid.
- If the maximum amount of your Pre-Bid is exceeded, you may then join the bidding live online.

**Simulcast / Online High Bid Notification & Invoice:** If simulcast or pre-bid auction participants are the high bidder for a specific lot, payment invoices totaling all items successfully bid on will be emailed to you following the live auction. Your credit card on file will be charged the initial deposit. An invoice showing the balance due, as well as a final payment link, will be emailed following the close of the auction.

**Simulcast Auction End & Bid Approvals:** When the auction closes, the simulcast bid page will display either SOLD or ENDED. **SOLD** indicates the reserve was met and establishes the high bid, which is 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. **ENDED** indicates the final bid did not meet the reserve. In this case, the high bid will be submitted to the Government for consideration. The government has 72 hours to approve bids that did not meet the reserve. If the Government accepts the high bid, the bidder will receive an invoice via email.

**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.

**Post Auction Steps - Simulcast Bidding:** 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 sent to buyer.
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. Following payment in full, the Property Release document will be emailed to the buyer, along with removal contacts and instructions.
4. Buyer contacts storage vendor to arrange property removal.
5. Auto/Vessel title transfer documents will be sent via two-day mail approximately 21 days from the close of the sale. (See Title Documents below)

**Deposit For Live-In-Person Bidding:** Total purchases of \$10,000 or less will require payment in full on day of sale. A minimum of \$10,000 is required on day of sale for all purchases over \$10,000. Once purchases reach \$10,000, an immediate deposit of \$10,000 is required.

**Payment Form:** Acceptable forms of payment are cash (**exact change only**), cashier's check or credit card, U.S. funds only. Bank wires may be used for final payment (no ACH). **Make cashier's check payable to US Department of Treasury/Amentum Services, Inc.** Personal or business checks, certified checks, ACH transfers, bank letters, debit cards or letters of credit **are not accepted**. **ALL CREDIT CARD RECEIPTS MUST BE SIGNED BY THE ORIGINAL CARDHOLDER.** Credit cards issued to a buyer's spouse or other family member will not be accepted for use by the buyer. \$20,000 maximum per credit card for Simulcast bidders.

**Final Payment:** Final payment must be made within 48 hours following the close of the auction, or notice of accepted bid for auction lots that close not meeting the established reserve, but the high bid is approved after the fact. Payment is accepted at the Amentum auction facility from 9am-4pm for live bidders, or online for Simulcast bidders. All items must be paid in full by cash (exact change only), bank wire (no ACH), cashier's check or credit card (**\$20,000 maximum per credit card for online/simulcast bidders**). For lots that do not meet reserve, and the bid is approved by the government after the sale, the Buyer will have 48 hours (2 business days) from the time notification is sent to make final payment. The government has 72 hours to approve bids that do not meet reserve. **PAYMENT MUST BE MADE BY SUCCESSFUL REGISTERED BIDDER. MONIES RECEIVED BY PARTIES OTHER THAN THE SUCCESSFUL REGISTERED BIDDER WILL BE DECLINED.** Electronic bank transfers for final payment of purchases must originate from an account of the

registered buyer or the business the buyer represents. The transfer must include the registered bidder's name and bidder number. 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.

**Cash Payments:** All cash payments must be in the exact amount. Change is not given.

**Bank Wire:** Bank wire instructions will be provided at the live auction or included with the emailed invoice. **Bank wire transfers (no ACH) must originate from an account of the registered buyer or the business the buyer represents.** The transfer must include the registered buyer's 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. ACH payments will not be accepted.

**Cashier's Check Payment** for final payment must be made payable to US Department of Treasury/Amentum Services, 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 invoice being sent. Cashier's checks can be delivered in person at the Amentum sale facility during business hours or delivered w/ overnight delivery.

**Refunds:** Neither AMENTUM nor CWSAMS make refunds, adjustments, or returns. All purchases are final.

**Paperwork Processing:**

- **In Person Bidding:** Auction participants bidding in-person at the auction facility receive their auction Invoice and Property Release documents at the cashier's window at the completion of their bidding.
- **Simulcast Bidder:** Sale documents will be executed utilizing the buyer's registration information and sent to the buyer via DocuSign email for signature. The buyer has 24 hours to return all documents to CWS via email. 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.
- **Title Documents For Conveyances:** Title will be conveyed to the successful registered bidder via a government Form SF-97 (Certificate to Obtain Title) for vehicles, a FAA Bill of Sale for aircraft, and/or a Coast Guard Bill of Sale for vessels. It may take 21 days or more for title documents to be sent to Buyer. 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. There is no guarantee that any changes can be made. For information on Title Documents please contact CWS at [registration@cwsams.com](mailto:registration@cwsams.com), or by calling (855) 463-3183.

**Removal:** Removal must be completed on or before the 7th 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 7 business days from the receipt of the FAA Bill of Sale for aircraft.

Removal is by appointment only and must 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, or their approved agent, at one time.

Removal for small items only that have been paid for will begin within one hour following the close of the live auction, for those attending the sale in person. This does not apply to IRS-CI seized property, which required bidder approval prior to release.

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 <https://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.

IRS-CI property may only be removed following IRS-CI approval. Approval can take up to 72 hours. See below for IRS-CI property.

**Special Requirements For IRS-CI Properties:** Lots offered by the IRS-CI are noted in the catalog. For example, "Case #: 2013430590000101-001-0000- IR". The IRS-CI reviews all bidders for IRS-CI offered lots and approval may take up to three (3) business days. This does not change the requirements for payment. Please call 786-457-9834 or email [fssoutheastgenprop@amentum.com](mailto:fssoutheastgenprop@amentum.com) before pickup to ensure that the IRS-CI has approved your purchase. 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 this sale. 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 complete 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.

**Additional Information:**

**Disputes & Rebids:** The AMENTUM Sale Manager's decision is final in settling disputes. Bids are not retractable by the bidder. In the event of the auctioneer starting the bid over, this does not revive any previous bids. All bidding is at the discretion of the auctioneer.

**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 CWS 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.

**See Automobile Purchase Details and Department of the Treasury Terms on the Following Pages.**

**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 office for instructions on the return of the vehicle,
- 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 are required to obtain, completely fill out, and turn in a bidder registration at the sale site or online 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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**SALE OF GOVERNMENT PROPERTY  
GENERAL SALE TERMS AND CONDITIONS**

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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 cash, cashier's check, or credit card (American Express, Discover, MasterCard, and Visa), 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 U.S. Treasury/Amentum Federal Services 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.

In addition to the forms of payment listed in paragraph 12, bank wires may be used for final payments (No ACH). 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 sale lots. Any electronic bank transfers received from an account other than that of the

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registered Purchaser will not be accepted and will be returned to the originating bank. All final payments must

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.

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.

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.

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)).

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.

**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.

**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.

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.

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.

**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.

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 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.

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.

**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)

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

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**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.

**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.

**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.

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

**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

property 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. 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:

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:

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

**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