

**NATIONAL JEWELRY, ART, ANTIQUES, COLLECTIBLES, & OTHER
PERSONAL PROPERTY CONTRACT
SOLICITATION NO.:**



**UNITED STATES MARSHALS SERVICE
ASSET FORFEITURE DIVISION
STATEMENT OF WORK
FOR
TRANSPORTATION, STORAGE, APPRAISAL, AND DISPOSAL OF SEIZED AND
FORFEITED JEWELRY, ART, ANTIQUES, COLLECTIBLES, AND
OTHER PERSONAL PROPERTY**

6 October 2026

REV: Original

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REVISIONS HISTORY

Revision	Date	Mod #	Summary
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1. INTRODUCTION

The U.S. Marshals Service (USMS) serves to protect, defend, and enforce the American justice system and is a key component within the U.S. Department of Justice (DOJ) Asset Forfeiture Program (AFP). Asset forfeiture plays a critical role in disrupting and dismantling illegal enterprises, depriving criminals of the proceeds of illegal activity, deterring crime, and restoring property to victims. The effective use of both criminal and civil asset forfeiture is an essential component of the DOJ's efforts to combat the most sophisticated criminal actors and organizations including terrorist financiers, cyber criminals, fraudsters, human traffickers, and transnational drug cartels.

The USMS is the primary custodian of seized assets for the DOJ AFP. Such assets include, but are not limited to real estate, jewelry, art, antiques, collectibles, vehicles, vessels, aircraft, animals, cash, financial instruments, and cryptocurrency. In addition to core fiduciary responsibilities associated with the management and disposal of assets, the USMS also provides vital support to U.S. Attorney's Offices (USAO) and Seizing Agencies by assisting with pre-seizure planning and financial investigations. As a world leader in asset management and disposal, the USMS also receives requests for technical assistance from countries around the world.

As the departmental custodians of seized and forfeited assets, this contract will support the USMS in providing national and international relocation, storage, maintenance, assessment, consultation, and disposal services for Jewelry, Art, Antiques, Collectible (JAAC) assets and other ancillary assets seized and forfeited under the DOJ AFP.

2. BACKGROUND

The USMS has been managing assets since the creation of the AFP in 1984 following the Comprehensive Crime Control Act. The USMS has utilized expertise and contractual resources in the relocation, management, consultation, and disposal of the JAAC assets domestically and internationally. As the anti-terrorism mission and other national/international initiatives continue to grow, the USMS anticipates managing a wide range of seized and forfeited assets domestically and internationally.

The USMS has a duty to ensure all services in the contract provide maximum value while minimizing expenses in the best interest of the Government. The USMS expects the Contractor, as its agent, to take prudent action and to act in good faith on the USMS's behalf with the same level of care and efficiency regarding all services pertaining to the relocation, custody, management, and disposal of these assets.

3. SCOPE OF WORK

The purpose of this contract is to provide the full range of national and international transportation, storage, appraisal, consultation, travel, and disposal services for seized and forfeited assets in custody of the USMS Asset Forfeiture Division (AFD). The coverage area includes the 94 USMS District Offices within the continental United States, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam, and the Northern Mariana Islands. International services will likely be infrequent.

The services performed by the Contractor should reflect the highest industry standards in all areas of operation as well as fully complying with all applicable laws and statutes. Each asset should be evaluated and assessed individually with the most economical approach that meets all requirements considered. The Contractor shall recommend and advise on the proper transportation, storage, management, and disposal services, as applicable, needed for the inventory throughout the duration of this contract. Cost estimates greater than the established threshold must be approved by the Contracting Officer's Representative (COR)

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or the Contracting Officer (CO) before action commences. A master STO is issued for estimates that are less than the established threshold, which authorizes the contractor to commence the work.

The Contractor shall perform required functions in accordance with all Federal, State, and local laws and regulations applicable to the services being provided as well as any policies as specified by the USMS.

Asset types covered by this contract include but are not limited to:

- Jewelry/Clothing
- Art
- Antiques
- Collectibles
- Valuable Materials
- Consumer Goods
- Personal Property

4. DEFINITIONS AND TERMS

- 4.1. ANTIQUE: Any item primarily valued due to its age and/or historical significance. Examples include but are not limited to artifacts, books, furniture, etc.
- 4.2. APPRAISER: An expert with relevant experience and applicable accreditation who can assign a value and/or authenticate a specific type of asset.
- 4.3. APPRAISAL: An expert determination of value which includes all relevant factors such as age, vintage, rarity, comparable sales, etc. An Appraisal report will include Fair Market Value, Liquidation Value, and Replacement Value of the asset.
- 4.4. ART: Any item primarily valued for aesthetics or the notoriety of the artist/designer. Examples include but are not limited to paintings, sculptures, carved wood, mosaics, mixed media constructs, etc.
- 4.5. “AS IS, WHERE IS”: Assets will be sold with no warranty or guarantee whatsoever. Assets are to be purchased exactly as they appear at auction. They will be sold based on their appearance only. “As is” is a disclaimer of warranties or representations. “Where is” denotes that a buyer takes the assets as found and shall remove it from the point of sale; it is the equivalent of the term “F.O.B. the place of storage” as used in the Uniform Commercial Code.
- 4.6. AIN: The Asset Identification Number assigned by the government to track the asset in the Consolidated Asset Tracking System (CATS).
- 4.7. COLLECTIBLE: Any item primarily valued for its rarity and/or desirability among enthusiasts interested in owning items of related nature. Examples include but are not limited to fine china, rugs, postage stamps, musical instruments, comic books, trading cards, sports memorabilia, numismatic coins, bottled wine of notable vintages, autographs, etc.
- 4.8. CONSUMER GOODS: Finished products of significant retail value intended for individual use. Examples include but not limited to appliances, modern furniture, electronics, etc.
- 4.9. CONSULTATION SERVICES: Specialized advisory and technical support related to the evaluation, management, marketing, and disposition of seized and forfeited assets.

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- 4.10. CONTRACT LINE-ITEM NUMBER (CLIN): A unique numeric identifier assigned to every service or product billable under this contract. Every invoiced amount must be associated with an established CLIN. No charges or reimbursements will be paid outside the contractually defined CLINs.
- 4.11. CONTRACTING OFFICER (CO): A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- 4.12. CONTRACTING OFFICER'S REPRESENTATIVE (COR): A government employee who provides technical directions to the contractor. The COR is designated in writing by the CO.
- 4.13. ELECTRONIC FUNDS TRANSFER (EFT): The electronic transfer of money from one bank account to another, either within a single financial institution or across multiple financial institutions, through computer-based systems and without the direct intervention of bank staff.
- 4.14. FAIR MARKET VALUE: The price at which both buyers and sellers agree to transact business, neither being under compulsion to act.
- 4.15. JEWELRY/CLOTHING: Decorative items intended to be worn as personal adornment. Examples include but are not limited to rings, necklaces, bracelets, watches, handbags, shoes, sunglasses, fur coats, luggage, dresses, jeans, scarves, etc.
- 4.16. LIQUIDATION VALUE: The likely price that may be expected when selling an asset when it is allowed insufficient time to sell on the open market, therefore reducing its exposure to potential buyers.
- 4.17. LONDON PM FIX: The benchmark prices for gold and silver are set by the London and Silver Fixing Companies, members of the London Bullion Market Association (LBMA). The international benchmark prices for silver are fixed once per day at noon, and gold is fixed twice a day at 10:30 a.m. and 3:00 p.m. London time; The London PM Fix for silver refers to the noon price fix on a given date, and for gold it is a reference to the 3:00 p.m. price fix on a given date.
- 4.18. MISCELLANEOUS EXPENSE: Shall be used when a required service that is approved in advance by the COR and does not fit within the parameters of an established CLIN, such as consultation, business inventory, etc.
- 4.19. PACKAGING SERVICES: Preparing assets for shipment. Assets may require special handling equipment (i.e., burlap slings, pallet jacks, dollies, etc.), packaging (i.e., crating, double layered strong boxes), or materials (i.e., humidity resistant cardboard, acid free tissue, bubble wrap, glass wrappers, cushioning, fiber board corners, wine shippers, foam materials, etc.).
- 4.20. PERSONAL PROPERTY: Assets other than real estate; could also include intangible assets (i.e., contract rights, copyrights, trademarks, etc.).
- 4.21. PRIMARY STORAGE FACILITY: A fully enclosed structure with substantial and permanent walls, roof, and floor; sufficient space for secure storage of all assets in storage.

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and ready access to any asset on demand; climate control and any other features necessary to prevent deterioration of assets while in storage; and sufficient security measures to prevent unauthorized access and public view of assets in storage.

- 4.22. REPLACEMENT VALUE: The amount that an underwriter and/or insurance company would have to pay to replace an asset at the present time, according to its current worth.
- 4.23. SHALL: Denotes the imperative; “must” as defined in Revolutionary FAR Overhaul (RFO) 2.101.
- 4.24. SUB-CONTRACTOR: Any supplier, distributor, vendor, or firm that furnishes supplies or services to or for the prime contractor.
- 4.25. SUB-TASK ORDER (STO): A written authorization from the COR to commence tasks presently ordered by the Contracting Officer; a STO may also be used by the COR to notify the contractor of other non-payment related tasks, (such as to inform the contractor of an authorized visitor, etc.).
- 4.26. TRAVEL EXPENSES: All costs necessary to transport authorized persons to fulfill requirements associated with packaging, transportation, appraisal, assessment of assets, consultation, testimony, etc. Costs may include but are not exclusive to lodging, transportation, meals, and incidental expenses (M&IE). M&IE costs shall not exceed GSA per diem rates found on www.gsa.gov.
- 4.27. VALUABLE MATERIAL: Any item primarily valued for rarity and/or usefulness of its basic elements. Valuable materials are generally evaluated based on grade/purity and volume/mass, which are priced via open commodity markets. Examples include but are not limited to gold, silver, platinum, copper, gems, semi-precious stones, etc.
- 4.28. USM-102: USMS Seized Property and Evidence Control Form. The document provides authorized chain of custody of identified asset along with a description of the asset, custodial information and value.

5. CONTRACT TRANSITION PERIOD

The Contractor shall provide and operate a facility that fulfills the following:

- 5.1. The Contractor’s facility (or facilities) shall be fully equipped and operational within forty-five (45) calendar days after contract award. The Contractor’s facility, staff, and equipment must be approved by the CO prior to any performance involving USMS assets.
- 5.2. Upon contract award, the COR will provide the contractor with a complete list of all assets to be transported to the Contractor’s facility from any incumbent facilities. The Contractor shall provide the COR with a comprehensive Phase-In plan in writing with proposed options, recommended course and deciding factors; estimated costs in itemized detail for the relocation from the incumbent vendor’s facility(s), and new storage arrangements for all assets currently in inventory. All Phase-In actions shall be pre-approved by the COR before execution and/or the incurring of any expenses.
- 5.3. One revision or update to any required plan, report, or deliverable shall be included in the fixed price of the corresponding Contract Line-Item Number (CLIN) or task order. Any

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additional revisions or re-submissions requested due to Government oversight, omitted reviews, or scope changes beyond the original requirement shall be negotiated separately and executed only through a written Contracting Officer modification in accordance with RFO 43.202. The Contractor shall not perform or invoice for any additional revisions without such written authorization.

- 5.4. Phase-In Plan shall include: (1) a contractor staffing roster and key points of contact, (2) initial 90-day Rapid Deployment Plan (RDP) and Emergency Continuity Plan (ECP) submissions, (3) a cybersecurity framework, and (4) a Controlled Unclassified Information (CUI) compliance plan for DOJ-05. All deliverables are due within fifteen (15) calendar days post-award.
- 5.5. Upon contract termination, the Contractor shall provide full cooperation, access, and assistance for transition of all assets and records, as needed. There will be a 30-day transition period, unless otherwise specified by the COR, to complete the Phase-Out transition.
- 5.6. Digital copies of all records shall be transferred to the COR at the completion of the contract.
- 5.7. Final payment will be held, at zero interest, until the COR certifies that all assigned work is complete.

6. FACILITY

- 6.1. The coverage service area includes the U.S., Alaska, Hawaii, the U.S. Virgin Islands, Guam, Puerto Rico, and the Northern Mariana Islands.
- 6.2. This requirement does not stipulate a specific geographic area for the primary storage location; however, the contractor must propose a central facility location within the Continental United States (CONUS). The Government will not guarantee a minimum storage threshold for any proposed facility.
- 6.3. The contractor shall also ensure adequate consistency of subcontractor capacity nationwide and outside the Contiguous United States (OCONUS) to ensure operational coverage without geographic restriction. Specific service locations for OCONUS services will be determined at times of need.
- 6.4. The Contractor storage and maintenance facilities shall meet all applicable safety and environmental requirements.
- 6.5. The facility shall be of sufficient size to accommodate all inventory throughout the life of the contract without risk of damage to any asset. Total inventory volume and specific storage needs will fluctuate over time; the Contractor must maintain scalable capacity to meet these shifts. Facilities are required to segregate USMS property from non-USMS property.
- 6.6. The USMS may conduct announced or unannounced inspections of facilities, processes, and assets. For an announced inspection, the facility shall be available for inspection by the COR upon 48-hour notice. Remote inspection options (e.g., live video feeds, recorded walkthroughs) shall be provided upon the CO or COR request.
- 6.7. The Contractor shall maintain a log of all persons requesting access or accessing the primary storage facility. The log shall be made available to the COR upon request and archived as a contract record.
- 6.8. The Contractor shall provide a comprehensive physical security plan that includes, at a minimum, the following components:
 - i. Facility location: The exact physical address of the facility to be utilized under this Agreement.

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- ii. Facility Specifications: The total square footage proposed for primary storage facility, available resources and standard operation procedures (SOPs).
 - iii. Physical Security Controls: A detailed description of all utilized areas, including alarm system, video surveillance coverage emergency response notification protocols, access control points, and both indoor and outdoor lighting.
 - iv. Photographic Documentation: High-resolution interior and exterior photographs of the primary storage facility
 - v. Facility Schematic: A detailed layout sketch of the facility indicating the placement of key assets and infrastructure, including parking areas, indoor storage configurations (with climate-controlled rooms and/or zones), administrative spaces and restrooms, access doors, security cameras, lighting fixtures, and perimeter fencing, etc.)
- 6.9. Contractor Primary Storage Facility – minimum of 26,000 square feet
- i. General Office - minimum of 500 square feet
 - ii. Intake/shipping area - minimum of 500 square feet
 - iii. Dedicated appraisal area - minimum of 500 square feet
 - iv. Vaulted storage - minimum of 400 square feet
 - v. Climate controlled space - minimum of 2000 square feet
 - vi. Wine climate storage area - minimum of 400 square feet
 - vii. General storage area within the primary storage facility - minimum of 21,700 square feet
- 6.10. The Contractor may be required to operate additional storage facilities (prime operated, or subcontract facilities) and/or modify the primary facility to accommodate fluctuations in inventory volume and/or specific asset requirements.
- i. Storage locations can be added or withdrawn during the life of the contract dependent upon district needs.
 - ii. These additional spaces are required to meet the same standards as the primary facility, unless deviation is pre-approved. Facilities must be approved by the COR prior to use. Expenses for the acquisition and/or operation of additional storage facilities will not be reimbursed if required by the contractor, not at the request of the Government, unless explicitly approved in advance by the CO.
- 6.11. The facility shall be a substantial, permanent structure. It must feature robust materials and a design that resists unauthorized entry and prevents the viewing of stored assets.
- i. The facility shall be constructed and designed to prevent leakage, debris accumulation debris, pest infestations, and any other environmental hazards that may damage stored assets.
 - ii. The facility shall provide electrical power, running water, restroom facilities, climate control, and all other infrastructure necessary to protect health and safety of personnel and prevent the deterioration of stored assets.
 - iii. The facility shall be sufficiently illuminated, both interior and exterior to maximize visibility and mitigate security and safety risks.
 - iv. The facility shall comply with local fire safety regulations, including the provision of operational sprinkler systems, smoke detectors, etc.
 - v. The facility capabilities, features, and functions shall align with the specific requirements of all stored asset and shall accommodate any changes in inventory needs over the life of the contract accordingly.
 - vi. The facility shall maintain independent backup generators or alternative power systems to ensure uninterrupted operation of all functions during prolonged electrical outage.

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- vii. The facility shall maintain an internet connection with speeds sufficient to support all work required under the contract.
- 6.12. The facility shall have robust security systems that include, at minimum, motion sensors, an alarm system, alarm contacts at all points of entry, and a comprehensive 24-hour video surveillance of both the interior and exterior.
 - i. The Contractor shall maintain all security recordings and logs as official contract records for the full duration of the contract.
 - ii. Interior surveillance shall be structured such that there are no unmonitored areas. The interior surveillance system shall provide sufficient image quality to clearly identify any person accessing an asset.
 - iii. Exterior surveillance shall provide, at minimum, visual coverage of all doors, windows, and other entry points. The exterior surveillance system shall provide sufficient image quality to clearly identify any person attempting to access the facility.
- 6.13. The facility shall have the capability to efficiently load/unload bulky and/or high-volume assets directly from transport vehicles into the facility without exposure to inclement weather or public view.
- 6.14. The Contractor shall maintain a secure, designated intake and shipping space within the primary storage facility. This space shall feature dedicated video surveillance capable of monitoring all items during intake processing and shipment packaging.
- 6.15. The Contractor shall maintain a dedicated office space physically segregated from all storage areas.
 - i. The office shall reasonably be secured against unauthorized access through physical locks and electronic access controls.
 - ii. The Contractor shall maintain a physical or electronic log of all non-staff personnel entering the office. The log shall be made available to the COR upon request and maintained as a contract record.
 - iii. The office space shall feature a monitored security alarm system covering all entry and exit point and video surveillance maintained to provide clear, identifiable footage of all individuals approaching the office.
- 6.16. The Contractor shall maintain a secure designated appraisal space within the primary storage facility.
 - i. The appraisal space shall have additional video surveillance specifically able to monitor all items being appraised.
 - ii. The appraisal space shall have direct access to storage, electricity, and internet connectivity.
 - iii. As all appraisals will be conducted by sub-contracted independent appraisers, the Contractor shall escort assigned appraiser(s) to the designated appraisal area. Appraisers are not permitted unaccompanied access to any space outside the designated appraisal area.. An escort is not required within the designated appraisal area.
- 6.17. Vaulted Climate Storage:
 - i. Shall provide security consistent with a minimum Class 2 rating in the Underwriters Laboratories Standard 608.
 - ii. The vault shall be located within a secured room within the facility.
 - i. The vault shall be fully enclosed and constructed of robust materials resistant to unauthorized penetration.
 - ii. The vault shall require a separate physical lock or electronic access control system distinct from the methods used to enter the primary storage facility.
 - iii. The vault shall not be directly accessible from the exterior of the facility. Vault

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shall store only USMS assets exclusively.

6.18. Climate Controlled Area:

- i. The Contractor shall provide a fully climate-controlled environment to prevent asset deterioration and moisture damage.
- ii. The climate-controlled area shall be maintained at a standard of 70 degrees Fahrenheit +/- 3 degrees.
- iii. The climate-controlled area shall maintain a standard of 50% relative humidity +/- 5%.
- iv. The climate-controlled area(s) shall be separate from the vaulted area(s).
- v. Wine Climate Storage Contractor shall provide one wine climate-controlled storage area which shall be maintained at 55 degrees Fahrenheit and capable of holding at minimum 40 cases of wine.
- vi. If at any time there is no wine in the contractor's custody, the climate-controlled area may be adjusted to conserve energy or utilize space for general climate-controlled storage space.
- iii. The Climate controlled area shall be fully enclosed and constructed of robust materials resistant to unauthorized penetration.
- iv. The Climate controlled area shall require a separate physical lock or electronic access control system distinct from the methods used to enter the primary storage facility.

6.19. Preview Space:

- i. The Contractor shall maintain a separate area outside of the primary storage facility designated for allowing potential bidders to examine assets being offered for sales.
- ii. The Preview Space shall meet all the same security requirements as the primary storage facility, as described in this SOW.

7. STAFFING AND ACCESS REQUIREMENTS

7.1. Staffing

- i. The Contractor employees/sub-contractors shall undergo a basic criminal history background check prior to contract award.
- ii. Each employee/sub-contractor shall provide their full legal name, date of birth, Social Security Number and state driver's license or ID card number.
- iii. Upon contract award, the Contractor shall provide a complete roster of all employees and sub-contractors to the Contracting Officer's Representative (COR).
- iv. The Contractor shall notify the COR when any employee or sub-contractor leaves or joins the staff. Information shall be provided to the COR within 7 days of the change.
- v. The Contractor shall maintain adequate, skilled, and certified and fully trained staff to perform all contract functions, including administrative duties, continuously during the life of the contract.

7.2. Access Requirements

- i. The Contractor shall be available at its storage facility (or facilities) Monday through Friday, from 8:30 AM and 5:00 PM excluding Federal holidays, unless other hours are requested and pre-approved at time of contract award. The Contractor shall provide a point of contact available 24 hours a day, 7 days a week, and 365 days a year for emergency access.
- ii. Access to the facility is restricted to the contractor, authorized contractor employees, the CO, the COR (or their designee), and individuals accompanied by

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- iii. USMS personnel that are approved by the CO or COR.
The Contractor shall be available during the business hours identified in section 7.2.i of this SOW for COR or COR designee to perform quarterly and unannounced inspections of facility, assets, case files and processes.
- iv. The Contractor shall maintain a visitor log at each facility for the duration of the contract and shall turn it over to the USMS at the conclusion of the contract. The Contractor shall deny any individual who requests access to the storage facility who has not been authorized by the COR (this includes the seizing agency personnel). The Contractor shall annotate the names of those individuals, and the organizations represented, and immediately notify the COR.
- v. The Contractor is solely and ultimately responsible for all USMS assets within their care, even if the Contractor uses sub-contractors for any phases of the asset's lifecycle during the contract period. All communication with the COR will be through the main contractor and not the sub-contractors. If the prime contractor is not on-site regularly (i.e., maintain an office in another district or state), they shall be able to attend any and all meetings at either the USMS Headquarters location or the Contractor's facility (operated by the sub-contractor) as noted in the contract, within 48 hours' notice by the CO and COR.

8. TECHNOLOGY

8.1. Government Furnished Information and Technology

- i. Government Furnished Information:
 - a. The Government will furnish all relevant program information, OMB guidance, and Department Orders, Policies and Procedures necessary to reference for the performance of the tasks. The USMS AFD will provide equipment and resources in support of this requirement.,

8.2. Contractor Furnished Technology:

- i. The Contractor shall provide an automated asset management system, accessible by the COR and authorized USMS staff, that provides real time tracking and reporting, to include status of assets and services pending and/or in the planning stages. At minimum, the system should provide access to all documentation and records relating to all services provided by the Contractor. The system shall include expenses incurred to date and contract budget tracking, on a per asset basis as well as in aggregate. Any system proposed for use by the Contractor shall meet all USMS and DOJ security requirements and is subject to approval by the Contracting Officer (CO).
- ii. The Contractor shall ensure all systems, networks, and data storage utilized in the performance of the contract comply with all DOJ and USMS IT security requirements and standards. This includes compliance with DOJ-05 Security of Department Information and Systems (APR 2026).
- iii. All systems shall comply with RFO 52.240-93 and DOJ-05 (APR 2026) security requirements.
- iv. No Contractor access to USMS systems, services, and privileged information is required under this contract. If Contractor employees do receive access to such systems, services, and/or information, they shall safeguard that information against unauthorized disclosure or dissemination in accordance with pertinent laws and regulations governing the confidentiality of privileged information and safeguarding Controlled Unclassified Information (CUI) or For Official Use Only

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- (FOUO) Information. The Contractor shall maintain FISMA Moderate-level security controls per DOJ APN 2024-08.
- v. All data generated under the performance of this contract shall be considered the property of the U.S. Government and is protected by unauthorized release and disclosure, including pursuant to subpoenas, which must be reported to the COR for USMS consideration.
 - vi. The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this contract. Press releases, marketing material, or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the CO and/or the COR.
 - vii. The Contractor shall not provide any information regarding operations or assets to any third-party (e.g., media outlets, attorneys, industry personnel, other government agencies, etc.). Any requests for information shall be forwarded to the COR immediately upon receipt. The Contractor shall be fined \$100,000 per violation, and on the third violation the contract may be terminated.
 - viii. Unauthorized disclosure of USMS records and technical system breaches shall be reported in accordance with A DOJ-05 Security of Department Information and Systems (APR 2026) and USMS security incident reporting procedures and timeframes. The Contractor is responsible for maintaining appropriate access and systems technical controls to ensure protection and compliance.
 - ix. All Government data shall be transferred only via DOJ-approved secure channels. The Contractor shall retain records electronically for five (5) years following contract completion and shall not disclose any Government information without written COR authorization.
 - x. The Contractor shall provide the USMS Headquarters and District Offices with direct access, via a secure automated asset management system. The system shall allow all Sub-Task Orders (STOs) for services to be placed by USMS personnel and be password protected. The system shall be available to at least 100 users simultaneously and shall be adaptable through the contract life as needed to accommodate the USMS' needs.
 - xi. The automated asset management system shall, at a minimum:
 - a. Create a new asset record. This information shall be stored in the system through the duration of the contract.
 - b. Have the ability to submit an STO for services, including, but not limited to, the following.
 - 1. Select applicable CLIN/Description and prices on the Order screen.
 - 2. Add comments when placing the STO.
 - 3. Generate an Order number for each service placed.
 - 4. Add/edit and store district contact information and email addresses, where notification will be sent.
 - 5. Alert the USMS when the property and/or Order may be a duplicate.
 - 6. COR's ability to approves/disapproves estimate.
 - 7. Have the ability to track the pre-approved expenses under the established threshold and to display pre-approved expenses for

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COR review.

8. Have the ability to store CLIN/Description and prices and shall update the contractor's automated asset management system to reflect each option year pricing and CLINs.
 9. Send automated confirmation email to Requesting District Office for all STOs placed, accepted, or cancelled.
 10. Allow the USMS to add USMS AIN (CATS ID) to the system at any time.
 11. Allow Contractor and USMS comments to be stored, viewed, and printed.
 12. Allow Contractor and the USMS to upload any associate files (such as PDFs and spreadsheets) to any asset. Documents should be matched with the appropriate CATS Identification number for record keeping purposes.
 13. Allow multiple search options, such as Inventory Items, Work Orders, USMS AIN (CATS ID), contractor assigned ID number, etc.
 14. The capability to track the history for all services provided for each property from date of entry to date of cancellation.
 15. Expense report(s) for each individual asset, which shall be viewable and printable.
 16. Be available to the USMS 24/7 with reasonable downtime for system upgrades.
 17. Have the ability to generate and print various reports, such as Weekly or Monthly inventory, Appraisal, Disposal (Auction, Settlement), Forfeiture reports, Expense/Collection, etc.
- xii. The Contractor shall provide the COR all modifications to the automated asset management system for review and approval in advance and shall be placed under the System Charges CLIN.

9. OPERATIONS

- 9.1. The Contractor shall assume sole responsibility, as well as legal and financial liability for all the assets and proceeds from the sale of any assets, from initial custody through disposal for all assets under their control at all times.
- 9.2. The Contractor shall make a reasonable effort to ensure the continuity of operations during any national or local emergency.
 - i. The Contractor shall have reasonable policies in place for continuing work performance.
 - ii. It is the Contractor's responsibility to notify the CO any negative impacts which affect contract performance and work with the USMS to fill gaps as necessary.
- 9.3. Any requests for information regarding seized assets shall be forwarded to the COR.
- 9.4. The Contractor shall maintain insurance coverage in amounts sufficient to protect both the contractor and the Government from all claims or losses that may arise out of or result from the performance of this agreement.
 - i. The insurance coverage must include, but is not limited to, Commercial General Liability, Worker's Compensation and Employer's Liability, and Property/Fire for USMS assets when requested by the COR.
 - ii. All insurance policies shall remain in effect throughout the entire contract period

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- of performance of each applicable order, including all option periods and any extensions. Proof of insurance shall be submitted to the CO and the COR within 10 calendar days after order execution and updated annually or upon any policy change. The Contractor shall notify the CO and the COR at least 30 days in advance prior to canceling any insurance policies.
- iii. The Contractor shall provide certificates of insurance listing the United States of America (U.S.A.), USMS as an additional insured under all liability and property policies.
 - a. Each certificate shall show the policy number, effective dates, coverage limits, and the following statements:
 - 1. “The U.S.A. and U.S.M.S. are named as Additional Insured as their interests may appear. Coverage applies to all operations performed under Order No....xxxxxxx. Policies include waiver of subrogation in favor of the U.S. Government.”
 - iv. Certificates shall be submitted electronically to the CO and COR. Failure to maintain valid coverage may result in suspension of work or termination for default.
 - v. The Contractor shall notify the CO and COR in writing within twenty-four (24) hours of any claim, loss, or policy change that may affect this agreement. This includes cancellation, non-renewal, reduction in coverage, or any incident that may lead to a claim against the Government.
- 9.5. The Contractor shall create a case file for each asset that includes all relevant documents, photos, appraisals, and STO copies. The Contractor shall securely maintain all records and all case files for the duration of the contract and shall furnish upon the COR’s request.
- 9.6. A STO should be issued by the COR to commence tasks.
- i. The Contractor shall only bill for services requested via STO.
 - ii. STOs will be issued prior to any seizure, custody, storage, and disposals and will authorize all services expected for the entire period the JAAC asset(s) are in custody. The Contractor shall inform the COR of any special circumstances or needs that arise during the custody period and receive explicit permission from the COR before proceeding with the services.
 - iii. The STO for any on-site seizure services will indicate anticipated date(s) of seizure, estimated number of assets, number of locations, the city(s)/state(s) they are located in, and any technical instructions specific to each seizure. Due to confidentiality concerns, information regarding the specific locations of assets will be provided near to the planned seizure date, but no later than the day of seizure. All information will be shared with the contractor by the USMS as soon as practical and safe to share.
 - iv. The STOs will be issued for services, including but not limited to business inventory, expert witness testimony, consultation, etc.
 - v. Upon receipt of an STO, the contractor shall provide the following in the USMS AFD STO Form.
 - a. Provide service estimates to include but not limited to Transportation, Appraisal, Consultation, Travel, or Disposal Services. For travel related, transportation of large inventory of assets, appraisal of large inventory of assets, etc., the Contractor shall provide itemized cost estimates to the COR for approval in advance.
 - b. Upload documentation (i.e., Item List, appraisals, various inventory and auction reports).
 - c. Enter/update shipping, receiving, storage, and/or disposal information.

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- 9.7. If Contractor presence is required at an international location, the COR shall determine reasonable availability with the Contractor, provided, however, that contractor must be available within 14 days of notice. Itemized estimated cost for travel and related services shall be submitted to the COR within five (5) business days for review and approval, prior to the service commences.
- 9.8. For any expected expense of \$2,500 or greater by the Contractor, the Contractor shall provide a breakdown of the cost estimates for COR consideration. For any expected expense of \$2,500 or greater by the sub-Contractor (excluding inventory, appraisal, and transportation services), the Contractor shall provide a minimum of three (3) itemized estimates from competing sources within three (3) business days for COR consideration.
- 9.9. The Contractor shall provide an area that is away from the storage area of the USMS assets to the public, who requests preview of asset prior to bidding.
- 9.10. The Contractor shall escort assigned appraiser(s) to designated appraisal area with camera and video surveillance to perform appraisal services, and throughout the facility.
- 9.11. The Contractor shall secure auction space(s), when requested by COR. The Contractor shall provide operational plan including, but not limited to, adequate space, security, preview area, auction area, etc. in advance, to the COR for review and approval. Expenses related to this request shall be pre-approved by STO issuance.

10. TYPES OF SERVICES

10.1. Pre-Seizure Services

- i. In certain circumstances and at the COR's request, the Contractor shall be requested to participate in pre-seizure plannings. The Government will coordinate with the Contractor as much as possible regarding required pre-seizure activities.
- ii. Due to confidentiality concerns, information regarding the specific locations of assets(s) will be provided close to the planned seizure date, but no later than the day of seizure. All information will be shared with the contractor by the USMS as soon as practical.
- iii. Upon notification by the COR and receipt of a STO, the Contractor shall provide pre-seizure coordination and planning services including, but is not limited to, attending conference calls, coordinating on-site inventory, shipping logistics, and traveling to seizure site(s), etc.
- iv. The Contractor shall pre-position resources and location specified by the COR (e.g., the Contractor may be required to conduct staging approximately 1.5-2 hours away from the seizure location).
- v. The Contractor shall provide COR with all personnel names, identification and licenses, if applicable, before the seizure commences.
- vi. Regardless of if custody is sought, if an on-site inventory is required the Contractor shall complete an inventory of assets, tag, and photograph of the assets if so, ordered via STO.
 - a. If Asset Identification Number (AIN) and case number/sequence number assigned by the seizing agency are provided prior to the seizure, the contractor shall identify and label all property with AIN and case number.
 - b. If an appraisal is required, the Contractor will ensure that a qualified sub-contracted appraisal is available on-site to conduct simultaneous assessment of assets as they are inventoried and processed.
- vii. The Contractor shall identify and label palletized property from a single seizure with one (1) identification label per pallet if so ordered via STO. The Contractor shall individually identify and label un-palletized, loose, or sealed containers.

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- viii. At the conclusion of the seizure, the Contractor shall provide preliminary list of inventories to the USMS and the Seizing Agency.
 - ix. Travel for this purpose is a cost reimbursable line item.
- 10.2. Transportation Services
- i. The Contractor shall provide transportation as specified in the STO. Quantity, type of assets, location pick up and location delivery point will be described in the STO.
 - ii. The Contractor shall provide the COR with a comprehensive written transportation plan with proposed option(s), recommended option, and deciding factors, for large, specialized, and/or unique shipments.
 - iii. For any expected expense of \$2,500 or greater by the Contractor, the Contractor shall provide a breakdown of the cost estimates for COR consideration.
 - iv. The Contractor shall transport the assets in full compliance with all Federal, State, and local applicable laws, regulations, policies, and established industry best practices.
 - v. If an asset(s) is to be transported outside U.S. territory, the Contractor shall comply with all applicable export, customs, foreign laws, and diplomatic protocols.
 - vi. Transportation of all assets shall be electronically monitored via carrier tracking numbers from time of receipt to time of delivery and shall follow the additional requirements from the COR for both asset shipments that may require further definition and/or itemization and approval. The Contractor shall inspect and verify the assets upon arrival at delivery point, as detailed in the initial intake stage.
 - vii. Transport assets to the contractor's facility or an alternate storage location:
 - a. Within three (3) business days of receipt of a STO, the Contractor shall provide transportation of the assets from the USMS District Offices, or another location, to the storage facility, or alternate storage location, as specified in the request.
 - b. The Contractor shall coordinate the transportation logistics with the point of contact provided by the USMS.
 - c. The Contractor will be notified by the DO/COR via STO of inbound shipment from the District Office. The Contractor shall notify the COR any shipments received without an STO.
 - d. The Contractor shall securely store the assets received without STO for 48 hours or until COR is contacted.
 - viii. Transport assets from onsite locations:
 - a. The Contractor shall coordinate the pickup and transportation logistics with the COR and USMS District Offices within three (3) business days of receipt of STO.
 - b. The Contractor shall inventory, tag, and photograph of assets prior to packing.
 - c. The Contractor shall package the assets for shipment prior to transportation as required.
 - d. If assets are transported from a seizing agency location, the contractor shall provide COR with personnel names, driver licenses and other information required by the Seizing Agency for clearance and access to the facility prior to the scheduled pick up.
 - ix. Packaging Services:
 - a. Upon COR's request, contractor shall send packaging supplies and/or materials for USMS District Offices to utilize for shipment of assets to the Contractor.

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- b. Dependent on location of assets and upon STO issuance from COR, the Contractor shall travel for packaging services. Travel for this purpose is a cost reimbursable line item.
- x. Transportation of Release/Return Assets:
 - a. If asset needs to be returned, the Contractor shall arrange transportation of assets in the contractor's custody back to the USMS District Office within three (3) business days of receipt of a STO.
 - b. If an asset needs to be returned directly to an approved third party, the Contractor shall arrange transportation of assets in the contractor's custody back to the third party and/or via the third-party's attorney, as described in the STO.
 - 1. The Contractor shall prepare and obtain proof of receipt from the recipient(s) and provide copy of receipt to the USMS District Office.
 - c. If the asset needs to be returned internationally, the Contractor shall provide the COR with the release coordination logistics and itemized cost estimate of service within twenty-five (25) business days of STO receipt.
- xi. The Contractor shall invoice all transportation costs at cost plus administration fee.
 - a. The Contractor may invoice for administrative cost associated with coordination of the transportation over and above the actual cost of transportation.
 - 1. For any expenses \$5,000 and below, the administrative fee will be a percentage of cost.
 - 2. For any expenses above \$5,000, the administrative fee will be a firm fixed price.
- xii. The Contractor shall submit documentation reflecting the actual cost of transportation of the asset(s) to the COR at invoicing.
 - a. If travel by the Contractor is required for any transportation of an asset, travel costs are not included in the tabulation of the cost-plus administration overhead. The Contractor will be reimbursed for travel costs only.

10.3. Initial Intake of Assets

For each asset, upon initial arrival at the approved storage location, the Contractor shall conduct a complete physical assessment of each asset received, to include comprehensive photography of the overall condition of the asset and any damage, missing item, or degradation present at time of intake. The assessment shall be conducted in a secure area with camera and video surveillance.

The following applies to all assets regardless of storage location:

- i. The Contractor shall inspect the integrity of all packages within 24 hours of receipt. Any packages received without a mailing label, proper marking from the USMS District Office, or visible tampering or damage, shall be photographed by the contractor. The Contractor shall immediately contact COR and provide electronic photographs for review. If this occurs, the Contractor shall accept the shipment and secure it in a holding area until COR and/or USMS District Office provide information.
- ii. The Contractor shall inspect and inventory the seized asset within three (3) business days of receipt, unless a deviation is sought and approved in advance from the COR, based on quantity of assets received or complexity. The Contractor

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- shall open and verify the contents using the USM-102 Items/Contents List as a reference, along with the previously received STO. If a discrepancy arises at initial intake, the Contractor shall contact COR immediately via email and or telephone.
- iii. The Contractor shall photograph all assets received and ensure all images capture the condition of the assets (i.e., damages). All photos shall be kept in the Contractor's electronic asset management database and made available to the COR and the USMS District Office.
 - iv. The Contractor may need to provide or obtain other expert services (e.g., expert witness court testimony, third party consultation, additional documentation, etc.), on a case-by-case basis. Such requests for services may vary.
 - a. All expenses and completion time for any expert services shall be itemized and pre-approved in writing by the COR. The COR shall have sole and final discretion in determining whether the consultation qualifies as a separate, billable service.
 - v. Upon verification of inventory, the Contractor shall secure assets in the designated area (i.e., vault, climate-controlled room, warehouse area, etc.) until appraisal process commences. If the Contractor is unsure of asset storage area designation, email COR immediately.
 - vi. The Contractor shall sign custody document (USM-102) to receive the assets and input the asset into their electronic asset management database within two (2) business days upon verification completion. The Contractor shall establish/maintain a separate case record for each asset within the electronic asset management database. Each case record shall be identified by the USMS District Office and CATS ID and shall include, at a minimum:
 - a. Records related to asset condition, storage, disposal and all STOs
 - b. All valuation documentation, from both the IA (when provided) and USMS
 - c. Digital photograph of assets
 - d. Income/Expenses

10.4. Storage of Assets

The Contractor shall be responsible for ensuring the security and safety of all assets in inventory regardless of centralized or dispersed storage location.

- i. All assets shall be stored in such a way as to preserve the condition and value of the asset as it was at time of seizure.
- ii. The Contractor shall provide evidence that it has complied with all laws and ordinances associated with asset storage. Applicable permits shall be kept current throughout the term of the contract and shall be made accessible upon CO request.
- iii. The Contractor shall provide an orderly and clean storage facility.
- iv. The Contractor shall segregate, when practical, non-forfeited and forfeited assets within the storage facility.
- v. In the event of an emergency (including, but not limited to, fire, flood, tornado, earthquake or hurricane), the Contractor shall take all reasonable measures to immediately secure all assets and prevent damage.
 - a. As soon as practical after the emergency, the contractor shall inform the COR of the event, any impact on any asset in custody, and provide a comprehensive plan to repair and/or mitigate any damages.
 - b. The Contractor shall notify the COR immediately of any loss, damage, or environmental event affecting Government assets and no later than 24 hours of occurrence.

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- vi. In the event of any loss, damage, theft, or vandalism to any asset while in the Contractor's custody, the contractor shall report the incident to the relevant local legal authority immediately, inform the COR no later than 24 hours of occurrence, and provide the COR a copy of the police report as soon as available.
 - a. The Contractor shall also provide a recommendation to replace/repair any damages to make the government whole; any associated costs will be the sole responsibility of the Contractor. In the event of total loss of an asset, the contractor will provide payment equal to the full appraised value of the asset.
- vii. Prohibited items: The USMS does not sell certain items that are prohibited. Upon the discovery of this type of asset in storage, the Contractor shall immediately notify the COR, via e-mail, and provide the USMS district code, CATS ID number, item number, and description of each prohibited item. The Contractor shall store prohibited items until time of disposal. Prohibited items include, but are not limited to, the following:
 - a. Drug Paraphernalia: Title 21, U.S.C., Section 863, Chapter 13, Subchapter 1, Part D, prohibits the sale or offer for sale of drug paraphernalia. The USMS does not sell items manufactured for drug use.
 - b. Offensive Memorabilia: Items determined by the COR's discretion to be offensive or derogatory in nature (i.e., Nazi or war crime memorabilia).
 - c. Weapons: Guns and pistols. COR discretion would apply for other types of non- firearm weapon categories, dependent on historic nature.
 - d. The USMS will not sell assets (e.g. ivory, skins, feathers, bones) for which sale is prohibited by the Endangered Species Act or other applicable law. We note, however, that some such assets may be subject to an exception in the Endangered Species Act.
 - e. Suspected: In the event item/s are suspected to be prohibited but are not clearly determined to be prohibited.
- viii. All storage arrangements shall include provisions for COR and/or designee to conduct periodic inspections at their sole discretion.

10.5. Appraisal/Authentication Process

Seized and forfeited assets shall be appraised at Custody and Forfeiture. Re-Valuation occurs when most recent value is greater than one (1) year at disposal.

- i. All appraisals conducted under this contract shall be performed by an American Society of Appraisers (ASA)- or International Society of Appraisers (ISA) - certified appraisers of the Sub-Contractor.
- ii. All appraisals conducted under this contract shall be performed by an independent Sub-Contractor.
- iii. The sub-contractor appraiser must conduct their appraisal without interference or influence from the contractor, and all appraisal reports are to be delivered to the USMS via pre-approved independent channels or systems, so as to avoid any possible perception of contractor influence on the appraisal.
- iv. The Contractor shall ensure the sub-contractor understands and complies with all contract requirements and RFO 9.104-4 "Subcontractor responsibility".
- v. The Sub-Contractor, via the contractor, shall provide a copy of executed sub-contract agreement and the name(s) and qualifications of any appraiser to conduct work under this contract to the CO/COR at contract award.
 - a. If at any time a new appraiser will be added during the duration of the contract, the Contractor shall submit new appraiser name(s) and

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- qualifications to the CO/COR.
- vi. The Contractor/Sub-Contractor shall follow all security protocols associated under this contract.
 - vii. Any issues/concerns raised by sub-contract appraisers are to be handled by the Contractor and not with the COR.
 - viii. Standards and requirements for the appraisal of assets under this contract are outlined in the attached Appraiser Technical Guidance Letter (TGL).
 - ix. The Contractor/Sub-Contractor will be notified via STO of appraisal requirements. STO will detail which asset(s) and/or items by AIN (CATS ID) will need to be pulled in advance for the appraisal process.
 - x. The Contractor shall prepare assets for appraisal.
 - xi. If additional hours are required to complete an appraisal, the Contractor shall contact the COR for pre-approval with a request and justification. The COR will then issue an STO, and the hours shall be invoiced as described above.
 - a. If the appraisal service is conducted at an off-site location, the entire process shall be videotaped by the Contractor, utilizing a time recordation video method.
 - 1. Upon arrival at the off-site location, the contractor should immediately notify the COR of any issues, concerns, persons, or conditions that would compromise the appraisal/authentication process.
 - xii. Appraisals of any asset stored in the contractor's vault shall be conducted in the appraisal area. The Contractor shall relocate these assets from the applicable storage area to the appraisal area prior to appraisal. If due to asset size and or potential location on-site, appraisal can be conducted within COR pre-approval.
 - a. Assets not kept in the vault may be inspected in the warehouse location where stored. The Contractor shall coordinate with appraiser on the best method to conduct the appraisal of these assets. The Contractor shall provide recommendations for COR approval if an asset shall be appraised and/or stored outside the vault area.
 - xiii. Upon verification of appraisal completion, the asset should be relocated to assigned storage area.
 - a. It is the Contractor's responsibility to provide adequate security for assets with appraisals that last longer than one working day.
 - xiv. The contracted appraisers shall provide authentication on assets (*e.g.*, Rolex, Audemars Piguet, Cartier, Sports Memorabilia, etc.), as required and requested via STO.
 - xv. The sub-contractor via the Contractor shall submit final and accurate appraisal to include photo of each item appraised to the COR within ten (10) business days after completion. If appraisal process requires extended time to complete, the contractor shall obtain an approval from the COR in advance.
 - a. The Contractor shall submit re-valuation reports to the COR within 7 business days of the signed STO.
 - xvi. The Contractor shall upload information in deliverable form into the asset management database to show updated values and descriptions of assets. The Contractor shall upload appraisal report in the USMS AFD STO Form.
 - xvii. If an asset is returned because it does not match the appraisal, the Contractor shall return to the USMS any fees it received for the appraisal and sale. The Contractor shall provide updated appraisal at no cost.
 - xviii. All appraisal costs shall be billed as follows:

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- a. The Contractor shall obtain the actual hourly rate for the appraiser to be used for the requested task. The Contractor shall bill that hourly rate plus appraisal administrative fee not to exceed five (5) percent, to the Appraisal Administrative Fee CLIN listed in Pricing Schedule.
- b. Travel costs associated with appraisals shall be billed as a cost only reimbursable item under the Travel CLIN.

10.6. Conditioning Services

The Contractor may be asked to provide conditioning services for repair or restoration for specific assets to enhance potential sales value. Via issuance of STO, the Contractor shall be tasked to provide quotation based on service requested, on a cost-reimbursable basis.

10.7. Grading Services

The Contractor shall provide grading services and grading reports for specific assets to enhance potential sale values as requested by the COR at conclusion of an appraisal and receipt/review of its recommendation. Specific assets are included but not limited to diamonds and gemstones, precious metals, coins and paper money, baseball cards, collector cards, sports collectibles, and collector action figures. Reports are delivered on a Firm-Fixed Price (TBD) basis.

- i. The Contractor shall electronically monitor the transportation and delivery of the asset from contractor location to selected service provider.
- ii. The Contractor shall immediately notify the COR of any missing or undelivered assets or reports.
- iii. The Contractor shall be responsible for current replacement value as provided by the appraisal report of assets sent to selected service provider.
- iv. The Contractor shall provide status updates of all assets sent to requested service provider, upon request by the COR.
- v. Upon receipt of the returned asset and completed report, the Contractor shall verify asset is in same condition as when it departed, return the asset to the Contractor's secured storage location with original copy of the received report. A copy of the report will be forwarded to the COR.
- vi. The information on the report shall be used for advertisements at the time of disposal.
- vii. Original reports will convey with the asset at time of disposal.
- viii. The Contractor shall submit all documentation related to obtaining the report with the monthly invoice to the COR.
- ix. Diamond and Gemstone:
 - a. Select diamonds, and gemstones, may require further identification and/or Diamond Grading Report. Reports that may be ordered include Gemological Institute of America (GIA) Diamond Grading Report, and Diamond Dossiers (for loose, unmounted diamonds only); and Gemological Identification Reports, Colored Diamond Identification and Order Services (for loose, unmounted, and mounted stones).
 - b. The Contractor shall be responsible for transferring the asset from contractor's vault and presenting it to the appraiser if stone shall be removed from setting.
 - c. Once removal is complete, the contractor shall photograph all loose stones(s)/diamond(s) prior to packaging. The loose stone(s)/diamond(s) shall be repackaged and secured before returning to the contractor's

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- vault.
- d. The Contractor shall securely package the loose stone/diamond(s) for shipment to a qualified Gemological Institute located within the United States.
- x. Coins and Paper Money:
 - a. Select paper money and currency may require grading service, which is performed by Paper Money Guarantee (PMG). If there is a comparable service that can be used during the course of the contract, the Contractor shall present that to the COR for pre-approval.
- xi. Collector Sports Cards and Collectibles:
 - a. Select cards and/or collectibles may be considered for grading and/or authentication services, which are performed by Professional Sports Authenticator (PSA), Certified Sports Guaranty (CSG). If there is a comparable service that can be used during the course of the contract, the Contractor shall present that to the COR for pre-approval.
- xii. Collectible Toys:
 - a. Select toys may be graded and authenticated by Action Figure Authority (AFA). If there is a comparable service that can be used during the course of the contract, the Contractor shall present that to the COR for pre-approval.
- xiii. Precious Metals:
 - a. Select precious metal items shall be authenticated to determine purity.
 - b. The Contractor shall perform GIA certification of select forfeited diamonds, gemstones or collectible assets based on an appraiser's recommendation, via a STO. The Contractor shall submit cost estimates for COR's approval and submit backup documentation reflecting the actual cost on a monthly invoice.
 - c. The Contractor shall work with COR to set up an appointment with the appraiser for service.
 - d. The Contractor shall pull the asset from the Contractor's vault and shall photograph the assets prior to packaging.
 - e. The Contractor shall arrange for shipment by securely packaging the item and shipping it to a qualified appraiser/ authenticator/ Gemological Institute located within the United States.
 - f. The Contractor shall electronically monitor the transportation and delivery of the item from contractor location to selected service provider.
 - g. The Contractor shall immediately notify the COR of any missing or undelivered assets or reports.
 - h. The Contractor shall be responsible for current replacement value as provided by the appraisal report of all assets sent to the appraiser/ authenticator/ Gemological Institute for the purpose of obtaining said reports.
 - i. Upon receipt of the returned asset and completed report, the Contractor shall verify the asset is in same condition as when it departed and return the asset to the Contractor's vault with the original copy of the received report. A copy of the report shall be forwarded to the COR and uploaded in the Contractor's electronic management system.
 - j. The information on the report shall be used for advertisements at the time of disposal.
 - k. Original reports shall convey with the asset at the time of disposal.

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- l. The Contractor shall submit all documentation related to obtaining the report with the monthly invoice to the COR.
- m. The Contractor shall provide appraisal/authentication services on miscellaneous personal property as described in the STO.

10.8. Disposal of Assets

When required, an STO shall be submitted requesting disposal services.

i. General Disposal Procedures:

- a. Auctions shall be held at the COR's discretion.
- b. The COR reserves the right to request an update/revision or removal of any assets for sale at any time.
- c. All auctions shall be open to the public. Dealer/wholesaler only auctions are prohibited; unless deemed the only viable sales option, with COR pre-approval.
- d. The Contractor shall conduct all sales in accordance with all applicable Federal, State, and Local laws, regulations, and ordinances. The Contractor shall ensure local compliance of all laws when sales venue is located in a different state than contractor's primary location (e.g., obtaining auctioneer licenses or Licensees to perform auction for that specific state).
- e. The Contractor shall dispose of all assets in accordance with written instructions and authorized document via an STO. The USMS will determine the method of disposal for all USMS assets. Disposal methods include, but are not limited to, the following:
 1. Online Auction by Contractor
 2. Live Auction
 3. Sealed Bid Sale
 4. Smelting
 5. Destruction/Crushing
 6. Release to Lien Holder, Claimant, or Owner
 7. Internet Sale by USMS Third Party Vendor
 8. Official Use by an Authorized Agency
- f. The Contractor shall initiate the disposal process within fifteen (15) business days of COR authorization. Any deviation must be pre-approved by the COR.
- g. The sub-contractor shall re-value the asset if the asset's current appraisal is greater than one (1) year, within seven (7) business days of COR authorization. The Contractor shall obtain approval from the COR for extension due to unique circumstances.
- h. The Contractor shall notify COR in writing at the beginning of each month, identifying the sales schedules for that month, including the scheduled sale dates and anticipated number of auctions. The notification must system generated.
- i. [RESERVE]
- j. The Contractor shall enter/update disposal information/status and upload disposal related reports and documentation in the Contractor's and USMS AFD STO Form.

ii. Prohibited Items:

- a. The Contractor shall follow COR direction for disposal of prohibited items. The USMS does not sell items that are prohibited. Please refer to

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section 10.4.vii for reference.

iii. Restrictions/Prohibitions:

- iv. USMS Policy Directive 13.7, which controls who may purchase forfeited assets, is attached hereto, and incorporated herein by reference. The Contractor shall ensure that potential purchasers are advised of these restrictions. If a prospective purchaser seeks a waiver of these restrictions, the contractor shall refer their information to the COR. A copy of USMS Policy Directive 13.7 will be provided at post award.

Auction Sale Requirements:

- a. The Contractor and its sub-contractors are NOT agents of the Government for the purposes of claiming immunity from state and local taxes. Some states may be willing to issue a sales tax waiver for governmental sales; however, if the state in which the Contractor is conducting the sale(s) does not grant a waiver and requires the collection of sales taxes, the Contractor shall comply with the state's requirement to charge the buyer's the applicable sales tax.
- b. Under no circumstances shall bidders be charged a Processing Fee, Admission Fee, or any other charges or fees, other than the bid price tendered by the winning bidder.
- c. If a Buyer's Premium Fee is approved by COR then no commission shall be billed for those assets.
- d. The Contractor shall create and submit a Bidder Registration form for COR approval before conducting the first auction under this contract.
- e. All Bidder Registration Forms shall include a link to USMS Policy Directive 13.7 which addresses prohibitions of certain categories of bidders/purchasers.
- f. The Contractor shall keep all Bidder Registration Forms on file at the contractor's facility for COR inspection upon request.
- g. Bidder registration information shall be populated on the inclusive interested parties list for advertisement purposes.
- h. The Contractor shall operate interactive website to facilitate advertisement of assets for sale and provide portal access for online auctions. The Contractor's internet website shall provide advertisement of live and online auctions, sales schedules, and the auction catalog of assets available for sale.
- i. [RESERVE]
- j. The Contractor's internet website shall clearly post embedded color digital photographs or hyperlinks to clear color digital photographs, descriptions of the items available for sale, and estimated sales prices.
- k. The Contractor shall post the Sales Terms and Conditions for USMS auctions and USMS Forfeited Property Sales Certification in auction area where they can be viewed by prospective buyers, and on the website.
- l. Sales Terms and Conditions shall fully define the bid process, buyer deposit, payment, and removal procedures. The Sales Terms and Conditions shall also include the following:
 1. The descriptions of the asset shall be fully disclosed and include all known defects and or irregularities. Said descriptions shall state in the documents accompanying each bid package or lot, that information is believed to be correct, but any error or omission will not constitute the grounds for, or a reason for non-performance of the contract sale, or a claim by purchaser for a

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- credit allowance, refund, or deduction from the purchase price.
2. Clearly outline acceptable forms of payment and removal process for winning bidders.
- m. The Contractor shall determine, with COR concurrence, the best method of bid deposit collection. Forfeited bid deposits shall be sent to the USMS via pay.gov or EFT.
- n. The Contractor's website shall provide bidders with information, options, and links for available insurance, shipping, and handling services for purchased assets.
- o. The Contractor shall update their asset management system denoting available sale items and shall make this list readily available to the COR upon request.
- p. The Contractor shall combine assets for sale preparation based on COR determined sales method and instruction. The Contractor shall provide suggestions to increase sales revenue through enhanced sales methods or lotting techniques.
- q. [RESERVE]
- r. Lotting all items for sale is the contractor's responsibility. The Contractor shall prepare a lotting list for COR review and approval. The lotting list shall assign a "lot" number to each CATS ID number and item number. The "lot" number shall be the reference number used for the public, so the CATS ID number is not shared.
- s. During the sale of property, the USMS retains full right of acceptance or rejection of any and all offers including counteroffers, backup offers, and final bids. The contractor shall not assess the USMS a "NO SALE" charge for rejection of any offers. The Contractor shall notify all bidders of any minimum allowable bids as specified by the COR.
- t. The Contractor shall ensure that merchandise purchased during an auction is picked up or shipped in a timely and secure manner to the winning bidder anywhere in the world, at the bidder's expense.
- u. The Contractor is responsible for providing security and personnel during shipping following an auction and shall address any remaining assets.
- v. The Contractor shall receive and be solely responsible for all money collected during the auction and shall be solely responsible for money that is lost, stolen, received in error, or misapplied while in the hands of the contractor. If personal checks and/or credit cards are accepted, the contractor bears all risk and responsibility for their viability. Acceptance of same shall be detailed in the sales event's terms and conditions section.
- w. Upon disposal the Contractor shall execute the USMS Forfeited Property Sales Certification. The Contractor shall maintain all USMS Forfeited Property Sales Certifications in their file throughout the contract and 3 years after the conclusion of the contract and provide copies upon COR request.
- x. Based on the Contractor provided lotting list and the actual sales prices at time of disposal; the sales commission percentage will be applied to each lot in accordance with the Contract Line-Item Number (CLIN). Only one commission rate will be applied to each lot. Commission charges should be reflected on the Disposal Sales Report.

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- y. If an asset is purchased at sale and the asset is not paid for or picked up as per agreement between contractor and buyer, the asset will be held for a future direction by the COR and bid deposit shall be retained. If an asset is purchased and paid for, yet not picked up, the COR shall provide direction as to how to proceed.
 - z. The Contractor shall not charge the USMS any sales fees, commissions, etc., for an asset which is not sold.
 - aa. The Contractor shall issue a receipt to the purchaser(s) for money received, which will indicate the purchaser's name, sales price, and a description of the asset.
 - bb. The buyer will be responsible for all shipping and handling costs and all applicable taxes.
- v. Advertising for Contractor Auctions:
- The Contractor shall advertise for all contractor held auctions as specified below.
- a. The Contractor shall market and advertise assets for sale to maximize exposure and gain public interest in the sale prior to the auction.
 - b. The Contractor shall maintain an interested parties list for direct advertising purposes. This list should include, but not be limited to, all potential bidders and all incoming phone and email inquiries.
 - c. The COR reserves the right to request further marketing and advertising placement for all sales. These requests may include, but are not limited to, publications in national magazines, extended time frames for advertisements, additional placements of flyers and/or posters or media efforts coordinated with the USMS.
 - d. The Contractor shall advertise all sales via contractor operated Internet website. The Contractor shall provide the COR auction links on contractor operated website, at least fifteen (15) days prior to sale, for additional posting of advertisement on the USMS website.
 - e. The Contractor shall clearly state in all advertisements that all assets are sold "AS IS, WHERE IS".
 - f. The Contractor SHALL NOT DISCLOSE CATS ID number in any advertisement.
 - g. Any live auction shall be advertised at least fifteen (15) calendar days prior to sale.
 - 1. The Contractor shall advertise any live auction in at least one (1) local print or electronic publication of the live auction venue and at least one national print publication (e.g., USA Today, the Wall Street Journal, the New York Times).
 - 2. The Contractor shall advertise auction information on the Contractor's web site.
 - 3. The Contractor shall conduct direct mailings to the list of all-inclusive parties.
 - 4. The Contractor shall advertise in the physical sales venue's interior.
 - 5. The COR reserves the right to hold a media Day for interviews, on camera spots, reporter inquiries and inspection of property prior to the Preview or Auction Day.
 - h. The Contractor shall participate in press/media events as instructed by the COR.
 - i. [RESERVE]

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- j. The COR reserves the right to allow media to attend/film the live auction.
- vi. Contractor Online/Sealed Bid Auctions:
 - a. Online auctions shall be open to the public, through an internet website with applicable security measures to protect against hacking, including but it is not limited to input validation, data encryption by using Hypertext Transfer Protocol Secure (HTTPS).
 - 1. The Contractor shall have contingency plans in place for any potential technical difficulties.
 - b. The Contractor's internet website shall clearly state that the Contractor is conducting sale of assets on behalf of the USMS.
 - c. The Contractor shall provide a search engine on its website to allow buyers to find USMS assets for sale.
 - d. The Contractor's internet website shall allow bids to be placed on an online platform.
 - e. The Contractor shall post photographs of each item online. Each item shall have multiple color photographs and a full detailed description of the item taken from the appraisal report shall also be posted.
 - f. The CATS IDs SHALL NOT be visible in any photograph(s) and/or posted in any description(s).
 - g. The Contractor shall allow the public to view assets for sale prior to the day of the auction.
 - h. The Contractor shall coordinate with the COR for designated viewing period(s).
 - i. [RESERVE]
 - j. The Contractor shall conduct preview via appointments with the potential buyers at the Contractor's facility for online auctions and sealed bid sales. However, in some cases, due to the nature of the asset(s) or size of the auction, a larger preview day(s) may be required.
 - 1. The Contractor, prior to viewing day, shall prepare the property for sale.
 - 2. The viewing period shall be eight (8) hours.
 - (a) Online Auction by Contractor – Viewing shall be prior to the auction closing
 - (b) Sealed Bid Sale – Viewing shall be prior to the sealed bid opening.
 - k. The Contractor may also hold an additional viewing period on the day of the sale prior to the auction at the Contractor's discretion. The Contractor shall notify the COR of additional viewing period's hours.
 - l. The COR has the discretion to extend preview day(s)/hours.
 - m. The Contractor shall clean assets prior to viewing period, if applicable.
 - n. The Contractor shall not charge for admission entry fees, or a sales list.
 - o. The Contractor shall have a knowledgeable representative who is familiar with the asset available to answer any questions.
 - p. Adequate security during the viewing day shall be the responsibility of the contractor.
 - q. [RESERVE]
 - r. The Contractor shall video record and audio record all preview days with time/date stamp all viewing periods. The Contractor shall provide recordings to the COR upon request. All recordings shall be kept by the

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contractor for the duration of the contract.

1. The Contractor shall videotape the preview in its entirety with cameras capturing, to include but not limited to, the entrance to the viewing area, the viewing area, and the registration area during each viewing day.

- s. Simulcast auctions when conducted in conjunction with a live auction are not considered an online auction.

vii. Live Auction:

- a. Upon request of the COR, the Contractor shall follow Auction Requirements referenced in section 10.8.iv of this SOW and the followings.
- b. The Contractor shall conduct market research on possible sales venue locations. The Contractor shall provide to the COR location, space availability and cost of each venue. Locations for live auctions will be selected by the COR.
- c. Any live auction venue expenses shall be submitted in advance to the COR for approval. Upon COR approval, live auction venue expenses will be Firm-Fixed Price (TBD).
- d. The Contractor shall submit a Sales Plan for approval by the COR no less than thirty (30) calendar days prior to each sale. Sales Plan shall include:
 1. Conduct market research on possible sales venue locations. Venue location(s) to include name of building/facility, physical street address(es) and designated room(s)/area(s).
 2. Dates and times of preview and auction.
 3. Schedule of events for contractor preview and auction days.
 4. Information regarding additional event(s) being held at same venue during dates/times of preview and auction.
 5. Schematic/diagram of room(s)/area(s) set up/staging for both preview and auction days.
 6. All advertising conducted for the preview/auction. Refer section 10.8.v for additional requirements.
 7. A list of contractor staff with their name, cell phone number, duties during the sale process and designated point of contact.
 8. The Contractor shall provide all administrative staffing and security for all live auctions (to include set up period, preview period, sales period and post sales close out and shipping times). Staffing and security levels shall be detailed in the Disposal Plan.
 9. Prior to each live auction, the Contractor shall ensure that all participating auctioneers are properly licensed within the state in which the auction will take place. If the state does not have a licensing procedure, the Contractor shall ensure that all auctioneers are members of the National Auctioneers Association or the Certified Auctioneers Institute. The Contractor shall provide current certificates of proposed auctioneers upon venue location selection.
 10. The Contractor shall relay names of individuals or supervisor of individuals who will be in possession of a firearm at the preview/auction at least five (5) business days prior to first

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- preview day.
- 11. Transportation method utilized to relocate assets to venue and return to contractor's facility.
- 12. Schedule/routes of transportation for delivery and pick up each day.
- 13. Auction closing process.
- e. The Contractor shall provide simulcast via internet during the live auction for online buyers. The Contractor shall be responsible for providing a backup server to document online bidding process in case of main server failure. Only the live auction rate will be invoiced.
- f. Live auctions shall include a designated preview day at the same location or venue as the auction sale. The COR, at their discretion, may designate or approve a preview location that differs from the auction sale location. In such cases, the COR shall coordinate the alternate preview location with the Contractor in advance.
 - 1. The Contractor shall conduct a preview on the day preceding the sale. The COR, at their discretion, may extend the preview period to generate greater public interest.
 - 2. Viewing day shall be for an 8-hour period.
 - 3. The Contractor shall have a knowledgeable representative who is familiar with the asset available to answer any questions.
 - 4. Adequate security during the viewing day shall be the responsibility of the contractor.
- g. The Contractor shall make reasonable efforts to accommodate for influx of traffic outside the viewing areas. This may include, but not be limited to, use of ropes and stanchions to facilitate entry and exit.
- h. The Contractor shall ensure security of the asset during physical inspection. This may include hiring outside security for any events.
- i. [RESERVE]
- j. The Contractor shall provide signs to guide buyers to preview location from venue entrance.
- k. The Contractor shall display all assets for sale in a customer friendly, secured manner to ensure maximum exposure and marketability.
- l. The Contractor shall stage assets in showcase format with an effort placed on visual presentation. Such efforts may include, but are not limited to, use of lighting, room placement, form displays such as mannequins, low-rise stage, easels, and other various staging displays.
- m. The Contractor shall provide specialty showcasing for different asset types as needed.
- n. The Contractor shall not commence the viewing period prior to the COR's review of displays and marketing efforts. The COR reserves the right to change displays/marketing efforts within the venue. Immediately upon request, the contractor shall take corrective action to make the requested change(s).
- o. All viewing areas shall be accessible by contractor staff and USMS personnel ONLY during hours outside the designated viewing period.
- p. The COR may authorize media to access viewing area and/or assets outside of the designated viewing period. Any authorized media during these times will be accompanied by the COR.
- q. [RESERVE]

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- r. The Contractor may not profit off any concession sales during viewing period.
- s. The Contractor shall ensure no alcoholic beverages are served in the auction sales/preview area during viewing period.
- t. The Contractor shall post the Sales Terms and Conditions and the USMS Forfeited Sales Certification in a public area where it can be viewed by prospective buyers.
- u. The Contractor shall allow members of the public to view the assets during the designated viewing period on the day of the auction, without requiring registration as a bidder.
- v. The Contractor shall require any prospective buyer to register as a bidder to be able to physically inspect any asset.
- w. Upon acceptance of the lotting list by the COR, the Contractor shall proceed with preparation for auction catalog and advertising.
- x. The Contractor shall prepare an auction catalog draft for COR review.
- y. Catalog shall include lot number, USMS District Office name and pertinent appraisal description
- z. The Contactor shall provide cross reference list for COR with lot number and corresponding CATS ID number to accompany auction catalog submission
- aa. The COR shall provide final auction catalog approval to the contractor
- bb. The Contractor shall provide electric catalogs available for download at least fifteen (15) days prior to the auction date and shall provide print catalogs for distribution at the preview and auction days at no cost to the potential buyers. Catalogs shall be available for registered media/press personnel who attend. Sales catalogs shall include the following:
 - 1. Legibly printed information, including a table or legend of abbreviation
 - 2. General information regarding auction process
 - 3. A clear statement that there is NO buyer's premium, processing fee, admission fee or sales list/ auction charge unless buyer's premium was previously authorized by COR
 - 4. A link to USMS Policy Directive 13.7 which addresses the prohibition of certain categories of potential bidders/purchasers
 - 5. USMS Forfeited Property Sales Certification (USM-621)
 - 6. AS IS, WHERE IS disclaimer language
 - 7. The CATS ID numbers SHALL NOT be posted on the contractor's website or in the auction catalog.
- cc. The Contractor shall provide a link on the website to allow buyers to download an auction catalog with photos.
- dd. The COR reserves the right to add assets to any sale, via STO up to two (2) days prior to sale.
- ee. If the sales catalog for the auction has been published, the contractor shall publish added items for sale in an addendum to the sales catalog.
- ff. The COR reserves the right to withdraw specific assets from the auction up to the time of sale and may reject final bids.
- gg. Auction Day(s) Process:
 - 1. The Contactor shall be required to transport assets to preview and/or auction venue location from the storage facility. The

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- Contractor shall provide secure transportation and shall accept full responsibility of the shipment.
2. The Contractor travel expenses are NOT included for travel associated with attendance at live auctions. The Contractor travel for live auction attendance shall be included in the contractors' live auction commission.
 3. The Contractor shall hold all auctions at location(s) which provides for a secure environment and the Contractor shall ensure the safety of employees, public and the facility.
 4. The Contractor shall ensure all assets are protected from theft, damage, or loss while at the auction location.
 5. The Contractor shall make reasonable efforts to accommodate for influx of foot traffic outside the auction areas, to include use of ropes and stanchions to facilitate entry and exit.
 6. The Contractor shall provide signage outside all auction areas to make the auction area easily identifiable to potential buyers.
 7. The Contractor shall video and audio record with time/date stamp all viewing periods and live auctions. The contractor shall provide recordings to the COR upon request. All recordings shall be kept by the contractor for the duration of the contract.
 8. The Contractor shall videotape the preview in its entirety with cameras capturing, to include but not limited to, the entrance to the viewing area, the viewing area, and the registration area during each viewing day.
 9. The Contractor shall video record during the auction day, with cameras placed to capture, but not limited to, all entrances to the auction area, the viewing areas, the registration areas, the bidding floor, and the auctioneer's calls.
 10. The Contractor shall ensure that all potential buyers register as bidders in order to participate in the auction. All registered bidders shall:
 11. Complete a bidder registration form.
 12. Place a bid deposit to purchase at the time of registration.
 13. The Contractor accepts full responsibility for bid deposits and all subsequent monetary transactions during the period of possession.
 14. The Contractor shall perform all auction closeout functions, to include processing of winning bidder paperwork, collection of payments and facilitation of property retrieval process.
 15. The Contractor is liable for any "unsold" assets that may have to be returned to the storage facility. The Contractor shall package and transport assets in a manner that ensures safety and security. The Contractor's cost to transport assets back to their facility from a live auction shall be included in the contractor's live auction commission.
- hh. The USMS representative may attend each auction to approve/disapprove bids either in person or via telephone.
- viii. Sealed Bid Sale:
- a. The Contractor may be required to conduct sealed bid sales for assets.

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Sealed bid sales will require advertising and preview as explained in auction section.

- b. The Contractor shall create a bid invitation that shall include the following:
 - 1. Viewing date/time
 - 2. Bid closing date/time
 - 3. Bid opening date/time
 - 4. Minimum acceptable bid (Determined by COR)
 - 5. Bid Deposit (Determined by COR)
 - 6. Mailing address
 - 7. Sales Terms and Conditions
 - 8. Statement that all assets are sold “AS IS, WHERE IS”
 - 9. Payment process
 - 10. Name, Address, telephone number, and signature of purchaser
 - 11. Bid amount
 - c. The Contractor shall obtain the COR’s approval of the sealed-bid invitation prior to the sale.
 - d. The Contractor shall open all sealed bids publicly and announce the apparent highest bidder.
 - e. The Contractor shall video and audio record all bid openings and shall provide recordings to the COR upon request. All recordings shall be turned over to the COR at the conclusion of the contract.
 - f. Sealed Bid Sales shall be billed at same commission rate(s) as online auctions.
- ix. Disposal via Smelting/Melting:
- a. Upon receipt of the STO the contractor shall prepare assets for smelting/melting.
 - b. The Contractor shall be responsible for determining the applicable laws for conducting smelting/melting and shall prepare all applicable paperwork.
 - c. The Contractor shall solicit three quotes and select the vendor that provides the best offer of price of metal(s).
 - d. The Contractor shall monitor all smelting, melting, and refining processes and be present and on-site during the process.
 - e. Event shall be video-taped and shall provide recordings to the COR upon request. All recordings shall be turned over to the COR at the conclusion of the contract.
 - f. The sale price shall be based upon the price of metal according to the London PM Fix.
 - g. The Contractor shall submit gross sales proceeds and sales documents, sale report, as outlined in Disposal via Sale Section of SOW, to the COR within ten (10) business days of the sale.
 - h. The Contractor shall update both the Contractor’s asset management system and the USMS AFD STO Form upon completion of the required smelting/melting sale.
- x. Destruction/Crushing:
- a. The Contractor shall confirm the condition of the asset, including, but is not limited to counterfeit, prohibited items, etc. prior to destruction.
 - b. The Contractor shall ensure the value of the asset is valued at \$1.00. If asset needs to be re-valuated, the Contractor shall obtain updated asset

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value from the sub-contractor. Updated appraisal report shall be entered in the Contractor and USMS systems.

- c. The Contractor shall perform the destruction/crushing of assets on a monthly basis and upon receipt of Disposal STOs.
- d. The Contractor shall complete all destruction and crushing activities within thirty (30) calendar days of receiving the instruction and shall be responsible for making all necessary arrangements to accomplish the work within the specified timeframe.
- e. The Contractor shall videotape all destruction and crushing activities and shall retain all video recordings and associated media files for a minimum of one hundred and eighty (180) calendar days. The Contractor shall make such records available to the Government upon request.
- f. A USMS representative may be present to witness the disposal either in person or via video teleconferencing. If a USMS representative is not present, the contractor shall provide the COR with photographs and video recordings documenting the condition of the assets immediately before and after destruction or crushing. Such photographs and video recordings shall be submitted to the COR within seven (7) business days following the date of the actual destruction or crushing.
- g. The Contractor shall submit the Destruction Report to the COR for review and approval prior to commencing any destruction activities.
- h. Within five (5) business days of completion of the destruction activities, the Contractor shall execute a Certificate of Destruction and submit the Certificate of Destruction and the Destruction Report to the COR and USMS District Offices.
- i. The Contractor shall update both the Contractor's Asset Management System and the USMS AFD STO Form upon completion of the required destruction/crushing.

xi. Release to Lien Holder, Claimant, or Owner:

- a. When assets are to be returned to an owner, claimant or other third-party, the Contractor shall ship the assets from the contractor's facility to the USMS District Office that originating the return request, unless the COR provides alternative arrangements or instructions via an STO.
 - 1. Upon receipt of STO, the Contractor shall prepare the item and ship to the USMS District Office within three (3) business days.
- b. The Contractor shall directly release asset to a third-party as directed by the COR via STO.
 - 1. The STO will be issued stating the party to whom the asset shall be released.
 - 2. The COR will then coordinate with the Contractor on the specifics of the release.
 - 3. The contractor shall ship the assets to third party within three (3) business days.
 - 4. At the COR's discretion, the Contractor shall conduct a video conference call to perform inventory of the released items prior to shipment.
 - 5. The Contractor shall package the asset(s) in a manner that ensures the safety and security of the package and asset.

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6. The Contractor shall ensure that the completed shipping label is addressed to the point of contact and the statement "TO BE OPENED BY ADDRESSEE ONLY" is posted on the package prior to shipment.
 7. The Contractor shall ship with signature required.
 8. The Contractor is liable for all assets shipped from the storage facility until it is received by the designated party and shall monitor the delivery of all packages. The Contractor shall ensure that the package is insured and shipped to the point of contact listed on the STO.
 9. Upon acceptance by the addressee, the Contractor shall notify the point of contact and COR via e-mail that the package(s) has arrived and shall note the date and name of individual who signed for the package(s).
- c. Release with USMS Personnel Present
1. The COR will provide the Contractor with details of location, time, and details of release and name of USMS personnel who will be present during the release.
 2. The Contractor shall physically deliver asset(s) to designated location for the release.
 3. The Contractor shall coordinate with USMS personnel to meet prior to the release to the designated party to allow USMS personnel to inspect asset(s).
 4. The Contractor and USMS personnel will both verify the identity of the designated party. If the identity does not match, the Contractor shall notify the COR immediately for further instruction on how to proceed.
 5. Disposal Documents Required: Upon disposal via release to lien holder, claimant, or owner, the contractor shall request that the recipient execute the following documents:
 - i. Hold Harmless Agreement (if applicable)
 - ii. Receipt document signed by the contractor and third party.
- d. Release with no USMS Personnel Present
1. Unless otherwise notified by the COR, the Contractor shall ensure that the asset is packaged and shipped within three (3) business days of receipt of the STO instructing the release of the asset. At the COR's discretion, the Contractor shall utilize the fastest method of transport possible.
 2. At the COR's discretion, the Contractor shall conduct a video conference call to perform inventory of the released items prior to shipment.
 3. The Contractor shall package the asset(s) in a manner that ensures the safety and security of the package and asset.
 4. The Contractor shall ensure that the completed shipping label is addressed to the point of contact and the statement "TO BE OPENED BY ADDRESSEE ONLY" is posted on the package prior to shipment.
 5. The Contractor shall ship with signature required.
 6. The Contractor is liable for all assets shipped from the storage

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facility until it is received by the designated party and shall monitor the delivery of all packages. The Contractor shall ensure that the package is insured and shipped to the point of contact listed on the STO.

7. Upon acceptance by the addressee, the Contractor shall notify the point of contact and COR via e-mail that the package(s) has arrived and shall note the date and name of individual who signed for the package(s).
- e. Unless otherwise directed by the COR, if all or part of the asset is to be returned to the storage facility, it shall be necessary to begin the entire initial intake process again.
- f. Disposal Documents Required: Upon disposal via release to lien holder, claimant, or owner, the contractor shall request that the recipient execute the following documents:
 1. Hold Harmless Agreement (if directed by the COR)
 2. Receipt document signed by the contractor and third party
- g. The Contractor shall upload the signed document in both the Contractor's asset management system and the USMS AFD STO Form.
- xii. Disposal via Internet Sale by USMS Third Party Vendor:
 - a. The Contractor may be required by COR to facilitate sales through other sources, one of which may be Internet sales by third-party vendor. If required, the COR will issue an STO for the contractor to provide Daily Sales Facilitation services.
 - b. The Contractor will not be required to advertise for this disposal avenue.
 - c. The Contractor shall coordinate with the COR to ensure USMS third-party vendor has completed all necessary sales documentation.
 - d. The buyer will be responsible for all shipping and handling costs and all applicable taxes.
- xiii. Official Use by an Authorized Agency:
 - a. The Contractor shall release assets to another agency as directed by the COR.
 - b. If the assets are to be picked up at the Contractor's location, the COR will inform the Contractor via STO with the information of the designee from the authorized agency, time of pick up and any other specifics relating to the transfer.
- xiv. Sale Proceeds and Sale Documents Submission:
 - a. Sales Proceeds
 1. The Contractor shall submit gross sales proceeds and sales documents to the COR within ten (10) business days of the auction. If the tenth day is within the last three (3) business days of the month, the Contractor shall hold the sale proceeds until electronically transfer them on the first (1) business day of the next month; however, in these cases sales documents shall still be submitted to COR within the ten (10) business day deadline.
 - (a) All gross sales proceeds are property of the USMS and shall not be used by the Contractor.
 - (b) The COR will provide the Contractor with a listing of USMS District Office Agency Locator Number (ALC) numbers. The list will contain the financial institution Automated Banking Access (ABA) number, District

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name, number, and ALC #. This will enable the contractor to remit payment and proceeds to the correct USMS District Office after sale.

- (c) The Contractor shall electronically transmit all sales proceeds via Pay.gov, or EFT.
 - (d) The Contractor shall confirm Pay.gov transfer via an e-mail to the COR, the USMS AFD Personal Property Unit via AFD.Property@usdoj.gov, and the USMS AFD Financial Unit via AFD-Seized.Cash@usdoj.gov with each individual CATS numbered case that was sold.
 - (e) The Contractor shall confirm the EFT transfer via an e-mail to the COR, USMS AFD Personal Property Unit via AFD.Property@usdoj.gov, and to the respective USMS District Office.
 - (f) The e-mail notification shall be sent the same workday as the electronic transfer. The e-mail shall include the following information:
- 2. Via Pay.gov:
 - (a) Payment Type, Payment Amount, Transaction Date, Payment Date
 - (b) Vendor Name, Vendor ID
 - (c) Account Holder Name, Routing number, Account number
 - (d) Complete pay.gov form includes District name, CATS ID#, Sale proceeds amount, and contractor contact information
 - 3. Via EFT:
 - (a) Contractor's financial institution, ABA number, and account number
 - (b) Contractor wire transfer confirmation number
 - (c) Receiving financial institution (Federal Reserve Bank of New York City)
 - (d) CATS ID and Item
 - (e) USMS District Office name
 - (f) District ALC number for USMS District Office which participated in the auction
 - (g) EFT type shall denote: "Proceeds"
 - (h) Amount of the EFT

b. Sales Documentation

- 1. The Contractor shall submit to the COR the post auction sale results within ten (10) business days of completion of auction in Microsoft Excel format which shall include at a minimum:
 - (a) Date of auction
 - (b) USMS District Office name and/or abbreviation
 - (c) CATS ID and item number
 - (d) Descriptions of the asset
 - (e) Auction lot number
 - (f) Liquidation value of lot
 - (g) Final sales price of lot
 - (h) Percentage of sales proceeds based off the liquidation value

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- (i) [RESERVE]
 - (j) Commission rate of the lot
 - (k) Commission amount to be charged for the lot Items not sold
- c. The Contractor shall record sale proceeds and sale documentation/report in both the contractor asset management system and the USMS AFD STO Form.

10.9. Inventory Services

- i. The Contractor shall provide inventory services at various locations as requested by the COR via STO. Inventory services including, but are not limited to, providing personnel to separate, tag, label, group like assets for packing and storage/shipment, and a detailed inventory list of assets.
- ii. Dependent on location of assets, travel for inventory services may be required. Travel for this purpose is a cost only reimbursable line item.
- iii. Dependent on the situation, these services could be multi-day, multi-location event and may require additional manpower and outside security.

10.10. Consultation Service

- i. For case and matters that required specialized market knowledge and/or disposition expertise, the COR will request consultation service from the contractor.
- ii. Upon receiving STO from COR, the contractor shall provide a proposal and itemized cost estimate in detail to the COR for review and approval.
- iii. The services, including, but are not limited to, asset research and market analysis; valuation consultation; development of marketing and disposition strategies; identification of qualified buyers and appropriate sales channels; logistical planning; resolution of case-specific challenges; and recommendations designed to support the efficient and commercially reasonable disposition of the assets.
- iv. The Contractor shall submit a detailed report within fifteen (15) business days from STO approval. A copy of the report shall be uploaded in the Contractor asset management system, and the USMS AFD STO Form.

10.11. Service of Process

- i. The Contractor may be requested by the COR to physically attach court documents to a specific asset(s).
- ii. The COR will issue an STO for service of process and provide an electronic copy of court documents to be served to the contractor.
- iii. The Contractor shall post court document to the asset and shall notify COR about completion. The Contractor shall forward photo(s) demonstrating a court order is affixed to the asset and signed Service of Process form within two (2) business days from completion to the COR and requesting USMS District Office.

10.12. Refund or Adjustment Requests

- i. A refund or adjustment request received by either the Contractor and/or to the USMS typically result from the inadvertent sale by the USMS of a forfeited item that later identified as counterfeit, improperly authenticated, and/or incorrectly advertised. The buyer usually seeks relief by attempting to return the asset in exchange for a refund from the government. The USMS will adjudicate a refund or adjustment request submission.
- ii. The Contractor shall track the refund or adjustment request received and its status in

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- the Contractor's asset management system.
- iii. Refund or adjustment request received by the contractor:
 - a. The Contractor shall provide the followings to the COR within three (3) business days of receipt.
 - 1. Copy of completed refund or adjustment request form
 - 2. Copy of a purchase invoice including AIN and Line Item # of the item.
 - 3. Auction information/link
 - 4. Communication between the contractor and the buyer, etc. to the COR.
 - iv. Refund or adjustment request received by the USMS:
 - a. The COR shall provide a copy of a complete and signed refund or adjustment request form to the contractor.
 - b. Within three (3) business days of receipt, the Contractor shall provide the following to the COR, as requested.
 - 1. Copy of a purchase invoice including AIN and Line Item # of the item.
 - 2. Auction information/link
 - 3. Communication between the contractor and the buyer, etc. to the COR.
 - v. Refund or adjustment request review and decision process:
 - a. After reviewing the refund or adjustment request and records, the Contractor shall provide the COR the Contractor's assessment and recommendation to resolve the refund or adjustment request.
 - 1. In some instances, the item may need to be returned to the contractor for further inspection/testing/authentication. The Contractor shall work with the buyer to securely ship the item to the Contractor's facility. The Contractor shall notify the COR upon receiving the item.
 - 2. The Contractor shall inspect/test/authenticate the item.
 - 3. The Contractor shall maintain accurate and up-to-date records of refund or adjustment request status and chain of custody for each item in its asset management system.
 - b. Refund or adjustment request(s) will be reviewed and decided by USMS.
 - c. The COR shall notify both the requestor and the contractor of the refund or adjustment request decision, whether approved or denied, and instructions to address the refund or adjustment request.
 - 1. If a refund or adjustment request is approved and the item is returned to the USMS, the Contractor shall coordinate with the buyer to securely ship the item back to the contractor's facility. The Contractor shall notify the COR upon receiving the item.
 - (a) The Contractor shall inspect/authenticate the returned item to verify that it is in the same condition at the time of sale.
 - (b) The Contractor shall notify the COR if discrepancy is found and obtain guidance from the COR to proceed with the next steps.
 - (c) The USMS and COR shall work directly with the requestor on the reimbursement of purchase and will notify the Contractor upon completion.
 - (d) The Contractor shall bear all costs associated with the re-

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- evaluation and resale of the item and shall not charge the USMS for such services.
2. If a refund or adjustment request is denied and the item is returned to the buyer, the Contractor shall work with the requestor to securely ship the item back to the requester.
 - (a) The requestor shall bear all costs associated with the refund or adjustment request.
 - d. The Contractor shall maintain accurate and up-to-date records of refund or adjustment request status and chain of custody for each item in both the Contractor's asset management system and the USMS AFD STO Form.

11. CONTRACTOR REPORTING REQUIREMENTS

- 11.1. The Contractor shall maintain a property inventory report as per the Contractor's automated asset management system and shall ensure that all values and descriptions from the original, re-appraised, or corrected appraisal reports are included in the property inventory reports. A template for appraisal reports will be provided by USMS in excel format and can be imported into the Contractor's automated asset management system.
- 11.2. The Contractor shall have the ability to provide ad hoc reports of both current and historical data in Microsoft Excel as requested by the COR.
- 11.3. In addition to the ability to provide ad hoc reports, the Contractor shall provide the following reports to the COR from the Contractor's automated asset management system:
 - i. **Weekly Property Inventory Report (Weekly Report):** The Weekly Report shall include a listing of the property that was received at the Contractor's storage facility during the previous week. This report shall be submitted to the COR and Ordering District(s), via USMS AFD STO Form, by 12 p.m., EST, on the first business day of each week. The report shall have separate tabs with the titles:
 - a. Received
 - b. Outstanding STOs
 - c. Appraised
 - d. Forfeited
 - e. Under each tab the following information shall be included:
 1. USMS District Office Code
 2. CATS ID number and item number when applicable
 3. USMS Assigned # if applicable
 4. For Storage
 5. For Forfeiture
 6. Date of Receipt
 7. Date of Inventory
 - ii. **Monthly Activity and Property Inventory Report:** The Contractor shall maintain a Monthly Property Inventory Report that lists the status of all USMS property under this contract currently stored by the contractor. The report shall include documentation of all contract activity accomplished during the month. Monthly Activity information shall be in narrative and geographical form and shall be brief and informational in content. Unless otherwise notified by the COR, this report shall be submitted to the COR, via e-mail and uploaded in the USMS AFD STO Form, by the first business day of each month. Report shall have separate tabs with the titles:
 - a. Not Forfeited
 - b. Forfeited
 - c. Combined Inventory

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- d. Stats
- e. Under each tab the following information shall be included:
 - 1. USMS District Office Name
 - 2. USMS District Office Code
 - 3. CATS ID Number and item number when applicable
 - 4. USMS Assigned # if applicable
 - 5. Date of Receipt at Storage Facility
 - 6. Date of Inventory and Appraisal/Re-appraisal
 - 7. Date of Forfeiture
 - 8. Replacement Value
 - 9. Fair Market Value
 - 10. Liquidation Value
 - 11. Description of Items
 - 12. Any Comments
- iii. **Appraisal/ Re-Appraisal Report:** A template for appraisal reports will be provided by USMS in excel format and can be imported into the contractor's automated asset management system. The sub-contractor via the Contractor shall provide the COR and the Ordering District(s), through the USMS AFD STO Form, with an appraisal report within ten (10) days of receipt of an appraisal order. The Contractor shall notify the COR in advance if additional time is required to complete the appraisal report.
- iv. **Auction Inventory List:** The Contractor shall provide the COR and Ordering District(s), via USMS AFD STO Form, an Inventory List of all forfeited assets available for sale monthly and upon COR request. The Inventory List shall include:
 - a. USMS District Office Name
 - b. USMS District Office Code
 - c. CATS Number and Line-Item number when applicable
 - d. USMS Assigned # if applicable
 - e. Auction Lot #
 - f. Description of each item
 - g. Forfeiture Date
 - h. Appraisal/ Re-Appraisal Date
 - i. Replacement Value
 - j. Fair Market Value
 - k. Liquidation Value
 - l. Projected Sale Value
- v. **Disposal Sales Report:** The Contractor shall submit a sales report for all disposal avenues for all forfeited USMS cases sold. The Disposal Sales Report shall include:
 - a. USMS District Office Name
 - b. USMS District Office Code
 - c. CATS ID number and item number when applicable
 - d. USMS Assigned # if applicable
 - e. Auction Lot Number
 - f. Complete description
 - g. Liquidation Value
 - h. Sale Amount
 - i. Amount per lot
 - j. Percentage of sales proceeds amount based off of liquidation value
 - k. Commission charged per lot
 - l. Unsold Lots tab

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- m. Total sale amount for each CATS ID number tab
- vi. **Destruction Report:** The Contractor shall provide destruction report to the COR and USMS District Offices on a monthly basis. The report shall include the followings:
 - a. USMS District Office Name
 - b. USMS District Office Code
 - c. CATS ID number and item number when applicable
 - d. USMS Assigned # if applicable
 - e. Auction Lot Number
 - f. Complete description
 - g. Liquidation Value
 - h. Appraiser Name/Date
 - i. Comments
- vii. **Refund or adjustment request Status Report:** The Contractor shall track claims and refund or adjustment request status in the contractor asset management system and shall provide status report to the COR on a monthly basis. The report shall include the followings:
 - a. USMS District Office Name
 - b. USMS District Office Code
 - c. Asset Description
 - d. CATS ID number and item number when applicable
 - e. Liquidation Value
 - f. Requestor Name and Contact Information
 - g. Date refund or adjustment request received
 - h. Reason for refund or adjustment request
 - i. Refund or adjustment request amount
 - j. Date refund or adjustment request submitted to the USMS for review and decision
 - k. Asset receipt date from requestor, if applicable
 - l. Refund or adjustment request decision and date
- viii. **Asset Expense & Income Report:** The Contractor shall make the report available in the contractor's management system to the COR and USMS District Offices. The report shall include:
 - a. USMS District Office Name
 - b. USMS District Office Code
 - c. Asset Description
 - d. CATS ID number and item number when applicable
 - e. USMS Assigned # if applicable
 - f. Liquidation Value
 - g. Sale Amount
 - h. Commission Amount
 - i. Other expenses (i.e., GIA, transportation of asset, etc.)
 - j. Net Amount

[End of JAAC Statement of Work]

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APPENDIX A: DELIVERABLES

The table below summarizes the specific products the Contractor shall submit to the USMS, and the date/timeframe that the Contractor shall submit the product. Durations stated in the table are in calendar days unless otherwise noted. Unless otherwise specified below, the due date - deliverables shall be mutually agreed upon during the transition period by USMS and the Contractor. Unless the deliverable format is specified in the Requirement/Description section below, or within a reference contract section or other document, the Contractor's format shall be acceptable. Deliverables are considered task order endpoints, work scope completions, products, reports or commitments that shall be delivered to USMS and are a required submission, although they are not a direct "payment" deliverable.

Deliverable	SOW Ref. Section	Description / Content	Due / Frequency	Format / Submission Method	Approval Authority
1. Contract Transition	5.1 Readiness to fully perform	Approved facility, staff, and equipment by COR	Within 45 days of contract award	Word/PDF	COR & CO
2. Contract Transition	5.4 Phase-In Plan	Staffing roster, POC, Rapid Deployment Plan, Emergency Continuity Plan, Controlled Unclassified Information	Within 15 days post award	Word/PDF via email to COR and CO	COR
3. New/Depart staff	7.1 Staffing	Notify COR	Within 7 days of hiring date	Word/PDF to COR and CO via email	COR
4. Insurance Requirements	9.4 Insurance Coverage	Insurance coverage for the entire contract, including all option periods and any extensions. Provide Insurance Certificate to the COR	Within 10 calendar days	Word/PDF via email to COR and CO	COR
5. Present at International location	9.7 pre-approved travel for international travel	Is required to be presence at an international location. Require COR approval of cost estimate for travel and services	Within 5 business days	Excel/PDF via email to COR.	COR
6. Additional cost estimate requirement	9.8 3 estimates requirement	Provide 3 estimates if original expense is \$2,500 or greater	Within 3 business days	Digital upload to Asset Portal	COR
7. Assets transportation	10.2 vii & viii Transport to contractor facility	Initiate shipping service	Within 3 business days	Excel/PDF via email to COR.	COR & CO
8. Asset/Inventory Inspection	10.3 ii. Inspection requirement	Inspect/inventory seized assets	Within 3 business days of receipt	Digital upload to Asset Portal	COR & CO
9. Appraisal	10.5 xiii Appraisal	* Final appraisal	*Within 10	Digital upload to	COR

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Deliverable	SOW Ref. Section	Description / Content	Due / Frequency	Format / Submission Method	Approval Authority
	completion	report with photograph submission *Re-valuation report	business days after completion *Within 7 business days of approved STO	Asset Portal	
10. Disposal Proposal	10.8.i.f Disposal service	Initiate Disposal service	Within 15 business of approved STO	Notify COR and USMS Ordering District	COR
11. Disposal	10.8.v.d Advertisement Link	Posting sale advertisement on contractor auction site	Within 15 calendar days of approved STO	Excel/PDF via email to COR.	COR
12. Disposal	10.8.vii.d Sale Plan submission	Live auction sale plan submission to the COR	Within 30 calendar days of approved STO	Excel/PDF via email to COR.	COR
13. Disposal	10.8.vii.d.10 Individuals with firearm at preview/auction	Relay names of individuals with firearm at preview/auction	Within five (5) business days prior to preview day	Excel/PDF via email to COR and Finance	COR
14. Disposal/Smelting	10.8.ix.g Sale proceeds	Gross sale proceeds submission	Within ten (10) business days of completion	Excel/PDF via email to COR and AFD Finance	COR
15. Destruction Certificate Package	10.8.x Destruction	Destruction completion photos, and executed COD	Within 35 business days after completion	PDF via email to COR	COR
16. Disposal/Release	10.8.xi Ship returned asset	Ship assets to authorized party	Within 3 business days of approved STO	Excel/PDF via email to COR.	COR
17. Sale Proceeds	10.8.xiv.a.1 Sale proceeds submission	Proceeds from regular sale submission post auctions	Within 10 business days after auction concludes	Excel/PDF via email to COR and AFD Finance	COR
18. Consultation Service	10.10.iv Report Submission	Complete and accurate report submission to the COR	Within 15 days of approved STO	Word/Excel/PDF via email to COR	COR
19. Service of Process	10.11 Serving Service of Process	Affix court order to asset, per instructions on STO	Within 2 business days of approved STO	Photo/PDF via email to COR	COR
20. Refund or adjustment request Documentation Submission	10.12.iii.Documentation and inputs on claims	Submitting required documentation and inputs regarding refund or adjustment request receipt	Within 3 business days	Word/Excel/PDF via email to COR	COR