



## Sealed Bid Terms and Conditions for U.S. District Court Ordered Sale

1. **AUTHORITY:** On May 30, 2012, the U.S. District Court, Northern District of Illinois, Western Division, issued a *Protective Order Directing the Interlocutory Sale of Certain Property in United States of America v. Rita A. Crundwell*, Case No. 12-CR-50027 (N.D. Ill. Filed May 1, 2012). The Order names one 2009 Liberty Coach Motorhome, model H3-45, D/S, VIN: 2PCV334988C711148, and directed its sale as a single unit by the U.S. Marshals Service (USMS).
2. **ADVERTISEMENT:** The official site to publish a sealed bid process to affect the unit's sale shall be at [www.usmarshals.gov/assets/sales.htm](http://www.usmarshals.gov/assets/sales.htm). The USMS bears no responsibility for the accuracy of any information in any format regarding the sale or the unit as reported by other sources.
3. **CONDITION:** The unit is sold "as is, where is" with no warranties, either expressed or implied. "As is" is a disclaimer of warranties or representations. "Where is" denotes that the buyer takes the unit as found and must remove it from the point of sale. The buyer shall assume all risks as to condition, quality, and the like. The description is based on the best available information. The USMS makes no warranty, expressed or implied, as to the unit's engine, components, quantity, kind, character, quality, weight, size or description of any of the property, or its fitness for any use or purpose or merchantability. No claim for adjustment of price or rescission based on failure of the property to correspond with the standard expected will be considered. This is not a sale by sample.
4. **BID ACCEPTANCE:** Any interested party with the financial capability to complete the sale may submit a sealed bid. The closing date for receipt of all sealed bids shall be 2:00 p.m. CDT on Wednesday, August 1, 2012. Offers received after this hour and date will not be considered.
5. **MINIMUM BID:** The minimum bid that shall be accepted for consideration for the unit is \$1 million (\$1,000,000). There is no maximum bid.
6. **BID DEPOSIT:** A bid deposit of fifteen thousand dollars (\$15,000) in certified funds shall be tendered with a sealed bid offer. The deposit shall be made in the form of a cashier's or certified check, issued by a U.S. bank in U.S. funds, and made payable to the "U.S. Marshals Service." Cash will not be accepted. A bid deposit shall accompany each bid. The successful bidder's deposit is non-refundable and will be applied towards the purchase price of the unit to complete the sale. All unsuccessful bidders' deposits will be returned by wire transfer, therefore, a bid deposit must be accompanied by a completed ACH Vendor/Miscellaneous Payment Enrollment Form (Standard Form 3881).

7. METHOD OF TRANSMISSION: A sealed bid may be delivered in person, or via U.S. mail, courier, or other delivery system (e.g., Federal Express, UPS, etc.) to:

U.S. Marshals Service  
Attn: Asset Forfeiture Unit  
517 East Wisconsin Avenue, Suite 711  
Milwaukee, Wisconsin 53202

The package or envelope delivered to the USMS must contain:

- a. One sealed bid envelope with the words “Sealed Bid – 711148” written on the center of the face of the envelope. The Sealed Bid envelope shall contain the completed Bid Invitation with the amount of the bid typed or written clearly in U.S. Dollars. A blank Bid Invitation is attached hereto; and,
- b. A second sealed envelope with the words “ACH and Deposit – 71148” written on the center of the face of the envelope. The ACH and Deposit envelope shall contain a completed ACH form and the bid deposit discussed in Paragraph 6, above.

Each bid invitation sheet shall be complete, to include the full physical mailing address (post office boxes will not be accepted) of the bidder and shall be signed by an authorized representative. Bids signed by an agent must be accompanied by evidence of legal authority (e.g., a notarized power of attorney).

The USMS is not responsible for lost, misdirected, or sealed bids not otherwise received for consideration. Use of a delivery service that provides a method of tracking parcels is encouraged.

8. CONDITIONAL OFFERS: Conditional offers will not be accepted. All sealed bids shall be made in anticipation of full payment of the offered sales price in exchange for the unit and its fixtures represented at the time of the final inspection date (minimal mileage may accrue between the two inspection dates).
9. INSPECTION: Bidders are invited, urged, and cautioned to inspect the unit to be sold. The USMS will supervise the inspection in the greater Milwaukee, Wisconsin metropolitan area, but will not furnish any labor for the purpose of bidder inspection. In no case will failure to inspect constitute grounds for a claim or withdraw of a sealed bid without forfeiture of a bid deposit.
10. INSPECTION PERIOD: A public inspection of the property will take place between the hours of 1:00 – 2:30 p.m. CDT on each of Monday, July 23, 2012 and Friday, July 27, 2012. An appointment is required and can be made by calling 414-297-1144, or 414-297-4486. The location of the inspection will be provided to each caller who schedules an appointment. Telephone calls will be accepted during the hours of 9:30 a.m. and 4:00 p.m. CDT. Appointments must be scheduled prior to 12:00 noon CDT on

Thursday, July 26, 2012. Upon request, a representative will be available to start the unit's engine and any on-board generator.

11. UNSEALING OF BIDS: At 2:00 p.m. CDT on Wednesday, August 1, 2012, the number of bids received shall be announced and unsealed. The name of the highest bidder only shall be disclosed. Any bidder or credentialed media representative who desires to observe the unsealing of bids may do so in person, or by scheduling an appointment in advance for an escorted visit at any USMS office throughout the nation for a live video feed. Where the video feed fails due to network interruption, a live teleconference call shall be employed for back-up purposes. Where a live teleconference call fails due to unforeseen circumstances, unsealing of bids shall be delayed.
12. OFFER FOR SALE: The single unit shall be offered to the qualified bidder who places the highest dollar amount in his bid and complies with all other requirements stated herein.
13. DUPLICATE HIGHEST OFFER: In the event of a tie, the respective parties shall have 24 hours, or by 2:30 p.m. CDT on Thursday, August 2, 2012, whichever is later to place a sudden death best and final offer. A single final offer shall be transmitted by e-mail to [AFD.Property@usdoj.gov](mailto:AFD.Property@usdoj.gov), or facsimile (414-297-1825; attention Asset Forfeiture Unit). The e-mail subject line or facsimile cover sheet shall clearly identify the message as a sudden death best and final offer, to include the last six digits of the unit's vehicle identification number (711148). The best and final offer must be in an amount greater than the bidder's original bid. At 2:31 p.m. CDT on Thursday, August 2, 2012, the party placing the highest dollar amount shall be announced. Any person wishing to attend the announcement may do so in person, or via an escorted visit throughout the nation for a live video feed, by scheduling an appointment in advance by calling 414-297-1144, or 414-297-4486.
14. PAYMENT: Final payment shall be made by the close of business on the fifth (5th) business day following the announcement of the successful bidder. The unit will not be released prior to verification of the payment by the issuing U.S. bank. The successful bidder shall make arrangements to assume possession of the unit by the close of business on the first business day following verification of payment. The Cost of handling, loading, or transporting the unit from the USMS designated point of pickup shall be borne by the successful bidder.
15. DEFAULT: Should the highest bidder fail to complete the sale within five (5) business days after award, the USMS will announce a new time period to repeat the sealed bid process. Where default occurs after award, the successful bidder shall lose all right of title and interest, in addition to the bid deposit and any interest that may have accrued. Failure to complete the sale will cause the successful bidder to forfeit his opportunity to participate in a subsequent sale's process.

16. BID DEPOSIT RETURN: A bid deposit shall be returned/refunded to an unsuccessful bidder at the conclusion of the sealed bid process. The bid deposit of the accepted offer shall be forfeited should the successful party fail to complete the sale for any reason.
17. RIGHT TO REJECT/ACCEPT: The USMS reserves the right to accept or reject, or otherwise refuse, any or all bids for good cause. Bids containing erasures or changes must contain sufficient explanation to make the bid clear and unambiguous. An ambiguous bid will be rejected. The decision to reject a bid by the USMS shall be conclusive.
18. CANCELLATION: The USMS reserves the right to cancel the sealed bid process at any time prior to unsealing bids and pursue another sale or marketing method. All bid deposits shall be returned in the event the USMS rejects or refuses a sealed bid, or otherwise cancels the sealed bid process. Bidders who cancel or withdraw their bid after submission will forfeit their bid deposit.
19. TITLE: The USMS will issue to the buyer a Certificate to Obtain Title to a Vehicle (Standard Form 97). All associated costs for obtaining title, registration, and licensing for the unit shall be the responsibility of the buyer.
20. LIEN: The U.S. Government shall bear responsible for resolution of the lien with Bank of America referenced within the Court's Order. The successful bidder bears responsibility for any self-imposed encumbrance following sale.
21. USE OF PROPERTY: The buyer shall be responsible for complying with all federal, state, and/or local laws and shall not intend to use the unit to violate any federal, state, or local law.
22. PROHIBITED PARTIES: The following parties are prohibited from bidding on or buying directly or indirectly any asset for sale by the USMS:
  - a. U.S. Department of Justice employees and their immediate family members;
  - b. Employees of any state or local governmental agency which participates in the U.S. Department of Justice Equitable Sharing Program and who, either directly or indirectly, performs duties associated with the seizure and forfeiture of property by the U.S. Department of Justice;
  - c. Vendors under contract with the USMS in its Asset Forfeiture Program, including appointed monitors and trustees, their sub-contractors and employees who provide contract/management services for personal and real properties and complex assets, and their immediate family members and persons residing in the same household;
  - d. Defendants in Criminal Cases under titles 18 U.S.C. § 1963(f) and 21 U.S.C Section 853(h) of the Comprehensive Crime Control Act of 1984 prohibit the Government from reverting to a defendant or any person acting in concert with or

on behalf of such defendant, property that was involved in the same defendant's conviction on charges, or violations of 18 U.S.C. Section 1962 or 21 U.S.C. Section 841, *et seq.*;

- e. Any person whose conduct gave rise to a civil forfeiture of the property, or to anyone acting in concert with or on behalf of, such a person. This general prohibition may be lifted in civil forfeiture actions on a case-by-case basis due to extenuating circumstances, as determined by the USMS and the relevant U.S. Attorney's Office (USAO), with the concurrence of its Ethics Officer, Office of General Counsel;
  - f. Other governmental and non-governmental agents who are involved in the Asset Forfeiture Program;
  - g. Any person, who in the reasonable judgment of the USMS, in consultation with the USAO and/or Asset Forfeiture and Money Laundering Section, may act on behalf of or in concert with, or serve as an agent of a prohibited purchaser.
23. **REPRESENTATIONS**: No statement by any representative of the United States Government purporting in any way to modify these Terms and Conditions shall confer any right upon a bidder or buyer. Where conflicting information is made, these written Terms and Conditions shall prevail in form and substance.