Idaho National Laboratory

P.O. Box 1625 Idaho Falls, ID 83415-4118
1765 North Yellowstone Hwy. Idaho Falls, ID 83415-4118

Invitation to Bid
INL Sale Number: IN 12-11

Government Surplus Property
USED MATERIAL

Invitation to Bid - INL Sale IN 12-11

Lot	Tracking	Description	Manufacturer	Model	Qty	Unit	CC	FSC
01		Misc Carbon			1	Lot	S	9670
02		Misc Stainless			1	Lot	S	9680

"Special Screening Requirements"

Scrap is located inside a fenced area with a locked gate
Property will be screened by interested Bidders on August 28th and August 30th
Interested parties need to make appointments at least 24 hrs before desired screening date by calling Sandra Daniel at 208-351-4430
Interested parties will need to be badged at the Main Gate at Central Facilities prior to 10 am to begin tour
Interested parties will be escorted to the designated area by PDS personnel and representative of technical organizations

Please contact Sandi Daniel at 351-4430 or Rich Harris at 526-9664 to make reservations or with any questions

ADDENDUM A TO SF-114C
Sealed Bid Sale

Sale of Government Property General Sale Terms and Conditions

BATTELLE ENERGY ALLIANCE

SPECIAL TERMS AND CONDITIONS

A. References to "the Government" in the SF-114C associated with the above Invitation for Bids, except as used in Paragraph 23, shall be deemed to include BATTELLE ENERGY ALLIANCE.

B. With respect to Paragraph 2 of the SF-114C associated with the above Invitation for Bids, the description of the property is based on the best information available to the sales office.

C. With respect to Paragraph 19 of the SF-114C associated with the above Invitation for Bids, a bid for proposal will not be considered for award if any provisions of paragraphs 19(a)(1), (a)(3) or (b) have been deleted or modified.

D. Employees of DOE and DOE Contractors shall be afforded the same opportunity to purchase Government-owned property as is afforded the general public, provided they warrant that they have not: participated in the determination to dispose of the property; participated in the preparation of the property for sale; participated in determining the method of sale; acquired information not otherwise available to the general public regarding usage, condition, quality, or value of the property.

E. Idaho Sales Tax of 6% will be added and collected unless an Idaho Exemption Certificate or other evidence of exemption is furnished prior to award.

F. Other terms and conditions specific to sale:

1. **Property is located at:** **Idaho National Laboratory (20 miles east of CFA 601)**

   Special Screening: **By appointment only August 28th and August 30th. Visitor's passes can be obtained at INL Guard Gate located at the entrance to Central Facilities Area prior to 10 am. Inspection will start promptly at 10 am.**

2. Bidders must return Sale of Government Property-Bid and Award, Form SF-114, Sale of Government Property-Item Bid Page-Sealed Bid, Form SF-114A, and Proliferation Sensitive & Export Control Property Acknowledgment, Form PDS-24, completed and signed, and Bid Deposit to be responsive to this Invitation to Bid.

3. Wood boxes, wire baskets, and pallets are not included in sale.

4. **Property Disposal personnel will not load property for successful bidders. The successful bidder will be required to review their plan for loading property (PDS-17 Successful Bidders Removal Plan) with PDS Tech Lead and obtain verbal authorization to proceed before initiating loading operations. Successful bidder is responsible for the loading of all property purchased. No lowboy trailers will be allowed for this in place sale.**

5. **The successful bidder will be required to provide, as needed, and enforce use of hard hats, safety glasses with side shields, gloves and safety shoes for personnel performing loading and material handling operations.**

6. The successful bidder must be aware of and follow 29 CFR Part 1910, Occupational Safety and Health Standards, and 29 CFR Part 1926, Safety and Health Regulations for Construction during loading and material handling operations will be monitored and any violation of established safe work standards may result in a "stop work." In this case, all work will be stopped until unsafe conditions are corrected, and work can proceed without subjecting workers to unsafe conditions.

7. Condition Codes

   1. Property which is in new condition or unused condition and can be used immediately without modifications or repair.

   4. Property which shows some wear but can be used without significant repair.

   7. Property which is unusable in its current condition but can be economically repaired.

   X. Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.

   S. Property which has no value except for its basic material content.

SALE OF GOVERNMENT PROPERTY
GENERAL SALE TERMS AND CONDITIONS

1. INSPECTION.

The Bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Property will be available for inspection at the places and times specified in the Invitation.

2. CONDITION AND LOCATION OF PROPERTY.

Unless otherwise provided in the Invitation, all property listed therein is offered for sale "as is" and "where is." Unless otherwise provided in the Invitation, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose. Except as provided in Conditions No. 12 and 14 or other special conditions of the Invitation, no request for adjustment in price or for rescission of the sale will be considered. This is not a sale by sample.

3. CONSIDERATION OF BIDS.

a. Unless otherwise provided in the Invitation, telegraphic or telephonic bids will not be considered.

b. The Bidder agrees that his/her bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening of bids (60 calendar days if no period is specified by the Government or by the Bidder, but not less than 10 calendar days in any case) and that during such period his/her bid will remain firm and irrevocable. The Government reserves the right to reject any or all bids, including bids under which a Bidder would take unfair advantage of the Government or other Bidders, to waive any technical defects in bids, and unless otherwise specified by the Government or by the Bidder, to accept any one item or group of items in the bid, as may be in the best interest of the Government. Unless the Invitation otherwise provides, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that time.

4. FORMS OF BID DEPOSITS AND PAYMENTS.

Unless otherwise provided in the Invitation, bid deposits (when required by the Invitation) and payments shall be in U.S. currency or any form of credit instruments other than promissory notes, made payable on demand in U.S. currency: Provided, That uncertified personal or business checks must be first party instruments: Provided further, That if in connection with any prior sale, the Bidder or Purchaser tendered an uncertified personal or business check which was not paid by the drawee for any reason and the Bidder, Purchaser, and the Drawer of the check were so notified in writing by the selling agency, uncertified personal or business checks will not be an acceptable form of bid deposit or payment. Bids submitted after the effective date specified in the written notification referred to which are not accompanied by the property bid deposit will be summarily rejected.

5. BID PRICE DETERMINATION.

When bids are solicited on a unit price basis, Bidders will insert their unit prices and total prices in the space provided for each item.

a. In the event the Bidder inserts a total price on the item but fails to insert a unit price, the Government will determine the unit price by dividing the total price by the quantity of the item set out in the Invitation. The unit price so determined shall be used for the purpose of bid evaluation, award, and all phases of contract administration.

b. When bids are solicited on a "lot" basis, Bidders should submit a single total price in the Total Price Bid column of the bid sheet. Bidders should not make any entry in the Unit Price Bid column. In the event a Bidder submits a total bid price and also a unit bid price which are not identical, the unit bid price will not be considered.

6. PAYMENT.

The Purchaser agrees to pay for property awarded to him/her in accordance with the prices quoted in his/her bid. Subject to any adjustment made pursuant to other provisions of this contract, payment of the full purchase price, after applying the total bid deposit, if any, must be made within the time specified in the Invitation and prior to delivery of any of the property. If an adjustment is made requiring additional payment, such payment must be made immediately upon notice of such adjustment. In the absence of any debts owed to the selling agency, where the total sum becoming due to the Government from the Purchaser on a contract awarded to him/her under the Invitation is less than the total amount deposited with his/her bid, the difference will be promptly refunded and also, deposits accompanying bids which are not accepted will be promptly refunded to the Bidder. No refund or demands will be made for any amount less than one dollar ($1).

7. TITLE.

Unless otherwise provided in the Invitation, title to the property sold hereunder shall vest in the Purchaser as and when removal is effected. On all motor vehicles and motor-propelled or motor-drawn equipment requiring licensing by a State motor vehicle regulatory agency, a certificate of release, Standard Form 97, will be furnished for each vehicle and piece of equipment unless otherwise provided in the Invitation.

8. DELIVERY, LOADING, AND REMOVAL OF PROPERTY.

a. Unless otherwise provided in the Invitation, the Purchaser shall be entitled to obtain the property upon full payment therefor with delivery being made only from the exact place where the property is located within the installation. The Purchaser must make all arrangements necessary for packing, removal, and transportation of property. The Government will not act as liaison in any fashion between the Purchaser and carrier, nor will the Government recommend a specific common carrier. Loading will only be performed as set forth in the Invitation, and unless otherwise provided in the Invitation, loading will not be performed on Saturdays, Sundays, Federal holidays, or any date that the installation where the property is located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the property on conveyance(s) furnished by the Purchaser and the initial placement of the Purchaser's conveyance shall be as determined by the Government. Unless otherwise provided in the Invitation, the Government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the Purchaser.

b. Where it is provided in the Invitation that the Government will not load or that the Purchaser will load, the Purchaser will make all arrangements and perform all work necessary to effect removal of the property. The Purchaser shall remove the property at his/her expense within the period of time allowed in the Invitation. If the Contracting Officer determines that the failure to remove the property within the period of time orginally allowed arose out of causes beyond the control and without the fault or negligence of the Purchaser, such determination shall be reduced to writing, and a reason-

able extension of time for removal shall be allowed. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine resrictions, strikes, freight embargoes, and sever weather. If the Purchaser is permitted to remove the property after the expiration of the time originally allowed for removal or any additional time allowed by the Contracting Officer pursuant to this clause, the Government, without limiting any other rights which it may have, may require the Purchaser to pay a reasonable storage charge. The Purchaser shall reimburse the Government for any damage to Government property caused during the removal operations by the Purchaser or his/her authorized representative.

c. Items purchased under the Invitation will be released only to the Purchaser or his/her authorized representative. The authorized representative must furnish authorization from the Purchaser to the Custodian of the property location before any delivery of release will be made. When property is described as being boxed, packed, crated, skidded, or in containers, the Government does not warrant that the property, as packaged, is suitable for shipment.

d. Segregation, culling, or selection of property for the purpose of effecting partial or increment removals will not be permitted except as specifically authorized and prescribed by the Government.

9. DEFAULT.

If, after the award, the Purchaser breaches the contract by failure to make payment within the time allowed by the contract as required by Condition No. 6, or by failure to remove the property as required by Condition No. 8, then the Government may send the Purchaser a 15-day written notice of default (calculated from date of mailing), and upon Purchaser's failure to cure such default within that period (or such further period as the Contracting Officer may allow) the Purchaser shall lose all right, title, and interest which he/she might otherwise have acquired in and to such property as to which a default has occurred. The Purchaser agrees that in the event he/she fails to pay for the property or remove the same within the prescribed period(s) of time, the Government shall be entitled to retain (or collect) as liquidated damages a sum equal to the greater of (a) 20 percent of the purchase price of the item(s) as to which the default has occurred, or (b) $25, whichever is greater: Provided, That in the event of multiple awards of items under a single Invitation for Bids, the amount to be charged, if the minimum charge provided for in (b) above is applicable, shall be determined by the total purchase price reflected in the award documents: Provided further, That the maximum sum which may be recovered by the Government as damages for failure of the Purchaser to pay for and remove the property shall be the formula amount. The Government shall specifically apprise the Purchaser, either in its original notice of default (or in separate subsequent written notice), that upon the expiration of the period prescribed for curing the default, the formula amount will be retained (or collected) by the Government as liquidated damages. However, if the property was sold on a "per lot" basis and the Purchaser removes a portion of the lot but fails to remove the balance, no portion of the purchase price will be refunded. If the Purchaser otherwise fails in the performance of his/her obligations, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract.

10. SETOFF OF REFUNDS.

The Bidder or Purchaser agrees that the selling agency may use all or a portion of any bid deposit or refund due him/her to satisfy, in whole or in part, any debts arising out of prior transactions with the Government.

11. INTEREST.

Notwithstanding any other provision of this contract, unless paid within 30 calendar days from the date of first written demand, all amounts that become payable by the Purchaser to the Government under this contract shall bear simple interest at the rate which has been established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), from the date of first written demand until paid.

12. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.

Unless otherwise provided in the Invitation, when property is sold by a unit other than "weight", the Government reserves the right to vary the quantity tendered or delivered to the Purchaser by 10 percent; when the property is sold by "weight", the Government reserves the right to vary the weight tendered or delivered to the Purchaser by 25 percent. The purchase price will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity or weight actually delivered. Unless otherwise specifically provided in the Invitation, no adjustment for such variation will be made where property is sold on a "price for the lot" basis.

13. WEIGHING, SWITCHING, AND SPOTTING.

Where weighing is necessary to determine the exact purchase price, the Purchaser shall arrange for and pay all expenses of weighing the property (unless Government scales are available on the premises). All switching and spotting charges shall be paid by the Purchaser unless such services are performed with Government-owned or Government-operated locomotives on Government property. When removal is by truck, weighing shall be under the supervision of the Government and at its option on: (a) Government scales, (b) certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales, or by other means acceptable to the railroad for freight purposes.

14. RISK OF LOSS.

Unless otherwise provided in the Invitation, the Government will be responsible for the care and protection of the property subsequent to it being available for inspection and prior to its removal. Any loss, damage, or destruction occurring during such period will be adjusted by the Contracting Officer to the extent it was not caused directly or indirectly by the Purchaser, its agents, or employees. At the discretion of the Contracting Officer, the adjustment may consist of rescission. With respect to losses only, in the event the property is offered for sale by the "lot," no adjustment will be authorized under this provision unless the Government is notified of the loss prior to removal from the installation of any portion of the lot with respect to which the loss is claimed.

15. LIMITATION ON GOVERNMENTS LIABILITY.

Except for reasonable packing, loading, and transportation costs (such packing, loading, and transportation costs being recoverable only when a return of property at Government cost is specifically authorized in writing by the Contracting Officer), the measure of the Government's liability, in any case where liability of the Government to the Purchaser has been established, shall not exceed refund of such portion of the purchase price as the Government may have received.

16. ORAL STATEMENTS AND MODIFICATIONS.

Any oral statement or representation by any representative of the Government, changing or supplementing the Invitation or

contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser. Further, no interpretation of any provision of the contract, including applicable performance requirements, shall be binding on the Government unless furnished or agreed to, in writing, by the Contracting Officer or his/her designated representative.

17. COVENANT AGAINST CONTINGENT FEES.

a. The Purchaser warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

b. "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a Purchaser for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

c. "Bona fide employee," as used in this clause, means a person, employed by Purchaser and subject to the Purchaser's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

d. "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

e. "Improper Influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

18. OFFICIALS NOT TO BENEFIT.

No member of or Delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

19. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.

a. The Purchaser certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Purchaser or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Purchaser, directly or indirectly, to any other Purchaser or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Purchaser to include any other concern to submit or not to submit an offer for the purpose of restricting competition.

b. Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the Purchaser's organization responisble for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(ii) As an authorized agent, does certify that the principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above, and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

c. If the Purchaser deletes or modifies subparagraph (a)(2) above, the Purchaser must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

20. ASSIGNMENTS OF CONTRACTS.

Any contract awarded under the Invitation is subject to the provisions of 41 U.S.C. 15 which generally precludes assignment of such contract.

21. CLAIMS LIABILITY.

The Bidder or Purchaser agrees to save the Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, costs and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property and injuries, illness or disabilities to or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including State, local and interstate bodies, in any manner caused by or contributed to by the Bidder or Purchaser, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of or subject to the control of the Bidder or Purchaser, its agents, servants or employees after the property has been removed from Government control.

22. WITHDRAWAL OF PROPERTY AFTER AWARD.

The Government reserves the right to withdraw for its use any or all of the property covered by this contract, if a bona fide requirement for the property develops or exists prior to actual removal of the property from Government control. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

23. ELIGIBILITY OF BIDDERS.

The Bidder warrants that he/she is not: (a) under 18 years of age; (b) an employee of an agency of the Federal Government (either as a civilian or as a member of the Armed Forces of the United States, including the United States Coast Guard, on active duty) prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the employee in (b), above. For

breach of this warranty, the Government shall have the right to annul this contract without liability.

24. REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

It is the Bidder's responsibility to ascertain and comply with all applicable Federal, State, local, and multi-jurisdictional laws, ordinances, and regulations pertaining to the registration, licensing, handling, possession, transportation, transfer, export, processing, manufacture, sale, use or disposal of the property listed in the Invitation. Purchasers or users of this property are not excused from any violation of such laws or regulations either because the United States is a party to this sale or has had any interest in the property at any time.

25. DEFINITIONS.

As used herein, the following terms shall have the meaning set forth below:

a. "Telegraphic bid" and "telegraphic notice" include bids and notices by telegram or by mailgram.

b. "Contracting Officer" means the person accepting the bid in whole or in part on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of the representative's authority.

c. A "small business concern" for the purpose of the sale of Government-owned property is a concern which can qualify under the small business classification criteria referenced in 13 CFR § 121.3-9.

PRVACY ACT NOTICE

In accordance with the Privacy Act (5 U.S.C. 552a), the following notice is provided: The information requested on this form is collected pursuant to section 31001 of the Debt Collection Improvement Act of 1996 (Pub. L. 104-134) for purposes of collecting and reporting on any delinquent amounts arising under or relating to any contract awarded to you as a result of this sale. The information collected is mandatory. Failure to provide the information prior to contract award will result in rejection of your bid or offer. Routine uses which may be made of the collected information are as follows:

1. Disclosure where pertinent in any legal proceeding to which GSA is a party before a court or administrative body.

2. Disclosure to the Department of Justice, U.S. Attorney, or the Department of Treasury in a proceeding when (a) the United States, GSA, a component of GSA, or when arising from his/her employment, an employee of GSA, is party to litigation or anticipated litigation or has an interest in such litigation, and (b) GSA determines that the disclosure is relevant or necessary in the litigation.

3. Disclosure to a Member of Congress or a congressional staff member in response to an inquiry from that congressional office made on behalf of and at the request of the individual about whom the record is maintained.

4. Disclosure to any Federal agency where the debtor is emloyed or receiving some sort of remuneration for the purpose of enabling that agency to collect a debt owed the Federal government on GSA's behalf.

5. In the event a record indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute or particular program statute or by regulation, rule or order issued pursuant thereto, disclosure to the appropriate Federal agency and/or state or local agencies charged with the responsibility of investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation or order.

6. Disclosure to a Federal agency in response to a request in connection with hiring or retention, the letting of a contract, or the issuing a license, grant, or other benefit.

7. Disclosure to a debt collection contractor or to other Federal agencies for the purpose of collecting and reporting on delinquent debt.

8. Disclosure for purposes of debt collection, publication or public dissemination regarding the identity of delinquent non-tax debtors and the existence of non-tax debts.

9. Disclosure to credit reporting agencies/credit bureaus for the purpose of adding to a credit history file or obtaining a credit history file or comparable credit history information for use in the administration of debt collection.

10. Disclosure to the Internal Revenue Service to: (1) obtain mailing addresses to locate a taxpayer to collect a Federal claim against the taxpayer; or (2) offset a Federal claim against a taxpayer's income tax refund.

11. Disclosure to the Internal Revenue Service and applicable state and local governments for tax reporting purposes.

12. Disclosure to banks enrolled in the Treasury Credit Card Network to collect payment or debt when the individual has given his/her credit card number for this purpose.

13. Disclosure to Treasury or other Federal agencies with which GSA has entered an agreement for debt collection cross servicing operations to satisfy, in whole or in part, debts owed the U.S. Government.

14. Disclosure to Treasury, government corporations, state or local agencies, or other Federal agencies to conduct computer matching programs to identify and locate individuals who are receiving Federal salaries or benefit payments in order to collect the debts by voluntary repayment or administrative or salary offset.

15. Disclosure to the National Archives and Records Administration for records management inspections.

16. Disclosure for any other use specified by GSA in the system of records entitled "Credit Data on Individual Debtors, PPFM-7," as published in the Federal Register periodically by GSA.

1. BID DEPOSITS.

Where a bid deposit is required by the Invitation, all bids must be accompanied by such deposit in the amount of 20% of the total amount bid which must be in the possession of the Contracting Officer by the time set for bid opening. Bid deposits shall be in the form prescribed in Condition No. 4, General Sale Terms and Conditions (Standard Form 114C). Deposit Bond-Individual Invitation, Sale of Government Personal Property (Standard Form 150) properly executed or, when provided for in the Invitation, reference to an approved Deposit Bond-Annual, Sale of Government Personal Property (Standard Form 151) are acceptable in lieu of the form of deposit authorized in Condition No. 4, General Sale Terms and Conditions (Standard Form 114C). Any bid which is not timely supported by an acceptable bid deposit may be rejected as nonresponsive. Any bid deposit received after bid opening will be considered in the same manner as late bids.

2. MODIFICATION OR WITHDRAWAL OF BIDS.

Bids may be modified or withdrawn by written or telegraphic notice and a bid also may be withdrawn in person by a bidder or his/her authorized representative, provided his/her identity is made known and he/she signs a receipt for the bid. Where a bid deposit is required by the Invitation, any modification which increases the amount of a bid already submitted or which submits bids on items not previously bid upon must provide for an increased bid deposit.

3. CONSIDERATION OF LATE BIDS, MODIFICATIONS, OR WITHDRAWALS.

Bids and modifications or withdrawals thereof, must be in the possession of the Contracting Officer by the time set for bid opening. Any bid, modification, or withdrawal received after the time set for bid opening will not be considered unless received by the Contracting Officer prior to award, was mailed (or telegraphed where authorized) and in fact delivered to the address specified in the Invitation for Bids in sufficient time to have been received by the Contracting Officer by the time and date set forth in the Invitation for the bid opening, and, except for delay attributable to personnel of the sales office or their designees, would have been received on time. In no event will hand-carried bids or withdrawals be considered if delivered to the Contracting Officer after the exact time and date set for bid opening. However, a modification which makes the terms of the otherwise successful bid more favorable to the Government will be considered at any time it is received prior to award and may be accepted.

4. AWARD OF CONTRACT.

The contract will be awarded to that responsible Bidder whose bid conforming to the Invitation will be most advantageous to the Government, price and other factors considered. A written award mailed (or otherwise furnished) to the successful Bidder within the time for acceptance provided in the Invitation shall be deemed to result in a binding contract without any further action by either party.

1. BID DEPOSITS.

All bids must be accompanied by a bid deposit which must be in the possession of the Contracting Officer by the time set for bid opening. Bid deposits shall be in the form prescribed in Condition No. 4, General Sale Terms and Conditions (Standard Form 114C). Unless otherwise provided in the Invitation, a bid deposit of 20% of the estimated total contract price is required on sales not exceeding one year; sales exceeding one year's duration will require a bid deposit computed at 20% of the total price estimated for one year's removal of property. Deposit Bond-Individual Invitation, Sale of Government Personal Property (Standard Form 150), or Deposit Bond-Annual, Sale of Government Personal Property (Standard Form 151) are NOT acceptable as bid deposits. In accordance with Condition No. 6 of the General Sale Terms and Conditions entitled "Payment" (Standard Form 114C), the 20% bid deposit submitted by the Purchaser will be retained by the Government and applied against the last delivery effected under the contract. At the option of the successful bidder, a Performance Bond (Standard Form 25) may be substituted by the successful bidder for his/her bid deposit at any time after notification of award of the contract. Any bid which is not timely supported by a proper bid deposit may be rejected as nonresponsive. Any bid deposit received after bid opening will be considered in the same manner as late bids.

2. MODIFICATION OR WITHDRAWAL OF BIDS.

Bids may be modified or withdrawn by written or telegraphic notice and a bid also may be withdrawn in person by a bidder or his/her authorized representative, provided his/her identity is made known and he/she signs a receipt for the bid. Any bid modification which increases the amount of a bid already submitted or which submits bids on items not previously bid on must provide for an increased bid deposit.

3. CONSIDERATION OF LATE BIDS, MODIFICATIONS, OR WITHDRAWALS.

Bids and modifications or withdrawals thereof, must be in the possession of the Contracting Officer by the time set for bid opening. Any bid, modification, or withdrawal received after the time set for bid opening will not be considered unless received by the Contracting Officer prior to award, was mailed (or telegraphed where authorized) and in fact delivered to the address specified in the Invitation for Bids in sufficient time to have been received by the Contracting Officer by the time and date set forth in the Invitation for the bid opening, and, except for delay attributable to personnel of the sales office or their designees, would have been received on time. In no event will hand-carried bids or withdrawals be considered if delivered to the Contracting Officer after the exact time and date set for bid opening. However, a modification which makes the terms of the otherwise successful bid more favorable to the Government will be considered at any time it is received prior to award and may be accepted.

4. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.

Condition No. 12, General Sale Terms and Conditions (Standard Form 114C) is modified to authorize the Government to vary the quantity or weight delivered by 50% from the quantity or weight listed in the Invitation.

5. TERMINATION.

Unless otherwise provided in the Invitation, this contract may be terminated by either party without cost to the Government upon 30 days' written notice to the other, to be calculated from the date the notice is mailed.

6. FAILURE TO PERFORM.

In the event the Purchaser fails to make payment as required by Condition No. 6, General Sale Terms and Conditions (Standard Form 114C), or fails to remove the property as required by Condition No. 8, General Sale Terms and Conditions, and fails to cure the default within the time allowed by the notice given in accordance with Condition No. 9, General Sale Terms and Conditions, the Purchaser will lose all right, title and interest which he/she might otherwise have acquired in and to the property as to which the default occurred and said Condition No. 9, is modified to provide that the Government shall be entitled to retain or collect as liquidated damages a sum equal to 20% of the contract price for the quantity estimated to be generated within a 30-day period.

7. AWARD OF CONTRACT.

The contract will be awarded to that responsible Bidder whose bid conforming to the Invitation will be most advantageous to the Government, price and other factors considered. A written award mailed (or otherwise furnished) to the successful Bidder within the time for acceptance provided in the Invitation shall be deemed to result in a binding contract without any further action by either party.

1. MAILED-IN OR HAND-CARRIED BIDS.

Unless otherwise provided in the Invitation, mailed-in or hand-carried bids will not be considered.

2. BID DEPOSIT.

In the event mailed-in or hand-carried bids are provided for in the Invitation and a bid deposit is required, such bids must be accompanied by a bid deposit of 20% of the total amount bid and must be in the possession of the Contracting Officer by the time and date set forth in the Invitation. Bid deposits shall be in the form prescribed in Condition No. 4, General Sale Terms and Conditions (Standard Form 114C), Deposit Bond-Individual Invitation, Sale of Government Personal Property (Standard Form 150) properly executed or reference to an approved Deposit Bond-Annual, Sale of Government Personal Property (Standard Form 151) are acceptable when their use is authorized as acceptable forms of bid deposit in the Invitation. Any such bid which is not timely supported by an acceptable bid deposit may be rejected as nonresponsive. Any deposit received after the time and date set forth in the Invitation for the receipt of bids will be considered in the same manner as late bids.

3. MODIFICATION OR WITHDRAWAL OF BIDS.

(Applicable only when mailed-in or hand-carried bids are authorized by the terms and conditions of the Invitation.)

a. Bids may be modified or withdrawn by written or telegraphic notice and a bid also may be withdrawn in person by a bidder or his/her authorized representative, provided his/her identity is made known and he/she signs a receipt for the bid, but only if the withdrawal is prior to the exact time for the start of the sale.

b. Where a bid deposit is required by the Invitation, any bid modification which increases the amount of a bid already submitted or which submits bids on items not previously bid on must provide for an additional bid deposit.

4. CONSIDERATION OF LATE BIDS, MODIFICATIONS, OR WITHDRAWALS.

(Applicable only when mailed-in or hand-carried bids are authorized by the terms and conditions of the Invitation.)

a. Mailed-in or hand-carried bids or modifications or withdrawals thereof, must be in the possession of the Contracting Officer by the time and date set forth in the Invitation. Any mailed-in bid or modification or withdrawal thereof, received after the time and date set forth in the Invitation for receipt of bids will not be considered unless received by the Contracting Officer before the time set for the start of the sale, was mailed and in fact delivered to the address specified in the Invitation in sufficient time to have been received by the Contracting Officer by the time and date set forth in the Invitation for receipt of bids, and, except for delay attributable to personnel of the sales office or their designees, would have been received on time. In no event will mailed-in bids or modifications or withdrawals, be considered if received by the Contracting Officer after the time set for the start of the sale, regardless of the cause of delay.

b. Any hand-carried bid or modification not received by the Contracting Officer by the exact time set for the receipt of bids will not be considered, regardless of the cause of the delay. The foregoing sentence does not, however, preclude the submission of bids from the floor, item by item, as the sale progresses.

5. SUBMISSION OF BIDS AND AWARD.

Each numbered item will be offered separately by requesting bids from the floor which may be submitted by means of a bid card showing the item number, unit bid price, registration number and signature of the Bidder. After announcement is made that bidding for that item is closed, no further bids will be accepted for that item. Bids submitted from the floor will be compared with mailed-in or hand-carried bids (if authorized) to determine the high bid. Award of each item offered will be made to the highest responsible and responsive Bidder, item by item, as the sale progresses unless the Contracting Officer specifically announces that the award of a particular item must be delayed. Awards so delayed will be made on a later date by mailing or otherwise furnishing a notice of award to the successful Bidder. The amount of the high acceptable bid, and the name or registration number of the successful Bidder will be publicly announced. All awards publicly announced will be confirmed in writing. In the event that all bids are rejected, the amount of the high bid received will be publicly announced. Items for which all bids have been rejected may be reoffered during the sale or at a later date at the discretion of the Contracting Officer. Qualified, tie-in, all-or-none or combination bids will not be acceptable and will be rejected as non-responsive.

6. PARTIAL PAYMENTS.

a. Payment shall be made as required within the time set forth in the Invitation, except that whenever mailed-in or hand-carried bids are auhtorized and a bid deposit is required, the successful Bidder present at the sale must make a partial payment on the day of the sale of at least 20% of the total amount awarded to him/her.

b. Full or partial payments shall be made in the form prescribed in Condition No. 4, General Sale Terms and Conditions (Standard Form 114C).

c. In the event the successful Bidder has on file an approved Deposit Bond-Annual, Sales of Government Personal Property (Standard Form 151), that deposit bond may be used in lieu of a 20% partial payment required in subparagraph (a), above, when its use is authorized as an acceptable form of partial payment in the Invitation. Deposit Bond-Individual Invitation, Sale of Government Personal Property (Standard Form 150) is also acceptable, if it has been approved in advance by the selling agency and its use authorized as an acceptable form of partial payment in the Invitation.

d. The Purchaser agrees that in the event he/she fails to make partial payment on the day of the sale, as required by this clause, the contract price shall be increased in a sum equal to 5% of the amount of the required partial payment which remained unpaid on the date of the sale for each day that the amount remains unpaid not to exceed 20% of such amount. Such amount will be considered paid at such time as payment is deposited in the mail or with a telegraph company.

1. SUBMISSION OF BIDS AND AWARD.

a. The Auctioneer will offer each numbered item separately. Bidders will communicate the amount of their bids either orally or by such other means as may be recognized by and acceptable to the Auctioneer. Unless otherwise provided in the Invitation, bid offers will not be recognized from any person not properly registered and where applicable issued a numbered paddle.

b. All items cataloged by weight, count or measure will be sold in like units unless specifically changed by announcement by the Auctioneer. The Government reserves the right to sell in such units or groups thereof as it deems most expedient. Items will not be subdivided or grouped unless specific announcement is made.

c. The Auctioneer's "knocking down" an item will constitute an award by the Contracting Officer to the successful Purchaser for each item except as otherwise herein specifically provided.

d. In the event of a dispute as to the amount bid, item or item number, and/or paddle number of a Bidder, the Contracting Officer reserves the right to reoffer the item in question. Once an item is "knocked down", the Purchaser may not withdraw the bid.

e. Records of the Government, certified by the Contracting Officer, as to name and number of the Bidder, the bid, and amount thereof shall be prime facie evidence of the circumstances of the sale, and all disagreements will be resolved in accordance with such records.

f. Special provisions made by the Bidder will not be acceptable and will be cause for rejection of bids. The General Sale Terms and Conditions, (Pages 1 - 4) and Special Conditions of Sale constitute a part of the contract of sale between the Government and the Purchaser. All Bidders acknowledge (by signing the registration card) that they have full and complete understanding of the terms and conditions, and agree to be bound thereby.

2. PARTIAL PAYMENTS.

a. Unless full payment is required, the successful Bidder for any item must make a partial payment on the day of the sale of at least 20% of the total amount awarded him/her.

b. Full or partial payments shall be made in the form prescribed in Condition No. 4, General Sale Terms and Conditions (Standard Form 114C).

c. In the event the successful Bidder has on file an approved Deposit Bond-Annual, Sale of Government Personal Property (Standard Form 151), that deposit bond may be used in lieu of the 20% partial payment required in subparagraph (a), above, when its use is authorized as an acceptable form of partial payment in the Invitation. Deposit Bond-Individual Invitations, Sale of Government Personal Property (Standard Form 150), is also acceptable if it has been approved in advance by the selling agency, when its use is authorized as an acceptable form of partial payment in the Invitation.

d. The Purchaser agrees that in the event he/she fails to make partial payment on the day of the sale, as required by this clause, the contract price shall be increased in a sum equal to 5% of the amount of the required partial payment which remained unpaid on the date of sale for each day that the amount remains unpaid not to exceed 20% of such amount. Such amount will be considered paid at such time as payment is deposited in the mail or with a telegraph company.

Proliferation Sensitive & Export Control Property Acknowledgment

Signed Acknowledgment Must be Returned with your Bid

INVITATION TO BID NUMBER: INL 12-11

Proliferation Sensitive Property Acknowledgment

In the event that proliferation sensitive property is inadvertently included in this sale, the purchaser agrees that the sale is void, and if such property has been received by purchaser that purchaser will return the property to DOE-Idaho Operations. If payment has been made, the purchase price only shall be refunded to the purchaser.

Export Control Acknowledgment

Personal property purchased from the U.S. Government may or may not be authorized for export/import from/into the country where the personal property is located. If export/import is allowed, the purchaser is solely responsible for obtaining required clearances or approvals. The purchaser also is required to pass on DOE's export control guidance if the property is resold or otherwise disposed.

Export Restriction Notice

The use, disposition, export and reexport of this property are subject to all applicable U.S. laws and regulations, including the Atomic Energy Act of 1954, as amended; the Arms Export Control Act (22 U.S.C. 2751 *et seq.*); the Export Administration Act of 1979 (560 U.S.C. Append 2401 *et seq.*); Assistance to Foreign Atomic Energy Activities (10 CFR part 810); Export and Import of Nuclear Equipment and Material (10 CFR part 110); International Traffic in Arms Regulations (22 CFR parts 120 *et seq.*); Export Administration Regulations (15 CFR part 730 *et seq.*); Foreign Assets Control Regulations (31 CFR parts 500 *et seq.*); and the Espionage Act (37 U.S.C. 791 *et seq.*) which among other things, prohibit:

a: The making of false statements and concealment of any material information regarding the use or disposition, export or reexport of the property; and

b: Any use or disposition, export or reexport of the property which is not authorized in accordance with the provisions of this agreement.

Citizenship Information

In some instances, sales of government property may be subject to export control restrictions if purchasers are themselves, or are acting on behalf of, foreign nationals. THIS DOES NOT MEAN THAT FOREIGN NATIONALS ARE PROHIBITED FROM PURCHASING GOVERNMENT PROPERTY. However, in order to determine what, if any, export controls apply, BEA needs the following information:

Are you a U.S. citizen? _____ Yes _____ No
(If No, provide country of citizenship _____)

Are you an Agent of a foreign country, business, or individual? _____ Yes _____ No
(If Yes, provide the name of the country/business/individual _____)

_____
Signature

_____
Purchaser's Name and Company

_____
Date Acknowledged

Providing false information will void the sale and may subject the person making the false statement to criminal penalties.

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REV 01/08

RETURN WITH BID

SALE OF GOVERNMENT PROPERTY – BID AND AWARD (See SF 114C for Privacy Act Statement)	INVITATION FOR BIDS NO.	PAGE NO.
	12-11	1

ISSUED BY	ADDRESS YOUR BID TO:	
BATTELLE ENERGY ALLIANCE	AGENCY'S NAME: IDAHO NATIONAL LABORATORY	BUREAU/SERVICE/OFFICE: PROPERTY DISPOSAL
FOR INFORMATION CONTACT:	STREET ADDRESS: 1765 NORTH YELLOWSTONE HWY. (ATTN: SANDI DANIEL, MS 4118)	
NAME: SANDI DANIEL	CITY: IDAHO FALLS	STATE: ID / ZIP CODE: 83415-4118

TELEPHONE			BIDS WILL BE OPENED AT	PLACE	
AREA CODE: 208	NUMBER: 526-9646	EXTENSION:		CENTRAL FACILITIES AREA BUILDING 601	
E-MAIL ADDRESS: SANDRA.DANIEL@INL.GOV				DATE: 8/30/2012	TIME: 2:00 PM

SEALED BIDS

Sealed bids for purchasing any or all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above and at that time publicly opened. (*Copies of the below mentioned forms, if not attached, are on file at the issuing office and are available upon request.*) Bidder is required to pay for any or all of the items listed on the Item Bid page(s) as part of this Bid, at the price sent opposite each.	NO. OF COPIES: 1

SUBJECT TO

☒ SF 114C, General Sale Terms and Conditions		Incorporated by reference:
☒ Other Special Terms and Conditions Attached		

BID DEPOSIT REQUIRED	IF "YES," PERCENTAGE OF TOTAL BID	DEPOSIT MADE PAYABLE TO	PAYMENT DUE (Calendar Days)	REMOVAL OF PROPERTY (Calendar Days)
☒ YES ☐ NO	20%	BATTELLE ENERGY ALLIANCE	10	30

BID (*Completed by Bidder*)

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted (60 calendar days if no period is specified by the Government or the Bidder, but not less than 10 calendar days in any case) after date of Bid opening, to pay for and remove the property.

BID ACCEPTANCE (*Calendar Days*)	TOTAL AMOUNT	DEPOSIT ATTACHED ☐ YES ☐ NO	DEPOSIT FORM(S)	AMOUNT OF DEPOSIT

BIDDER REPRESENTS THAT: (*Check appropriate boxes*)

ACTION	YES	NO
Property was inspected	☐	☐
Bidder is an individual	☐	☐
Bidder is a small business. (See CFR, title 13, Chapter 1, Part 121, Sec. 121.3-9, for the definition of small business.)	☐	☐
Bidder employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract.	☐	☐

BIDDER REPRESENTS THAT: (*Check appropriate boxes*) (*Complete if the total amount of the bid[s] exceeds $25,000*)

ACTION	YES	NO
Bidder paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract.	☐	☐
Bidder agreed to furnish information relating to use of a company or person in securing or soliciting contract as requested by the Contracting Officer.	☐	☐

BIDDER'S INFORMATION

NAME				BIDDER ID NUMBER	BIDDER'S TIN (If Applicable)
STREET				SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID	DATE OF BID
CITY		STATE	ZIP		
TELEPHONE	AREA CODE	PHONE	EXTENSION	NAME OF SIGNER (*Type or print*)	JOB TITLE OF SIGNER (*Type or print*)

ACCEPTANCE BY THE GOVERNMENT (***This section for Government Use Only***)

ACCEPTED AS TO ITEM(S) NUMBERED	AMOUNT ($)	CONTRACT NUMBER(S)
BY - UNITED STATES OF AMERICA (*Contracting Officer*)	NAME OF CONTRACTING OFFICER (*Type or print*)	
DATE OF ACCEPTANCE	JOB TITLE OF CONTRACTING OFFICER (*Type or print*)	

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REV 10/07

SALE OF GOVERNMENT PROPERTY – ITEM BID PAGE - SEALED BID SALE	SALE NUMBER	PAGE NO.
	INL 12-11	1

Enter a price per unit in the "Unit Price Bid" column and extend the total to the "Total Price Bid" column when bids are solicited in units of each, foot/centimeter, pound/kilogram/ etc. Enter only a total price for the lot in the "Total Price Bid" column when bids are solicited by the lot.

LOT NO. / AUCTION ID	UNIT PRICE BID	TOTAL PRICE BID	LOT NO. / AUCTION ID	UNIT PRICE BID	TOTAL PRICE BID	LOT NO. / AUCTION ID	UNIT PRICE BID	TOTAL PRICE BID

BID NUMBER (TO BE FILLED OUT BY SALES OFFICE)

NAME OF BIDDER AND IDENTIFICATION NUMBER, IF APPLICABLE (*Type or print*)

EMPT
EMP
EMPT
EMPT
EMPT
EMPT

EMPTY
EMPTY