

**SALE OF GOVERNMENT PROPERTY
SPECIAL SEALED BID CONDITIONS**

INVITATION FOR BIDS NO.

INL IN 12-14

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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Bids may be modified or withdrawn by written or telegraphic notice and a bid also may be withdrawn in person by a bidder or his/her authorized representative, provided his/her identity is made known and he/she signs a receipt for the bid.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.

SALE OF GOVERNMENT PROPERTY SPECIAL SEALED BID - TERM CONDITIONS

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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.

SALE OF GOVERNMENT PROPERTY SPECIAL SPOT BID CONDITIONS

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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 authorized 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.

SALE OF GOVERNMENT PROPERTY SPECIAL AUCTION CONDITIONS

INVITATION FOR BIDS NO.

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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.

ADDENDUM C TO SF-114C
Internet 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:
 - Property is located at: Idaho National Laboratory
Central Facilities Area
(45 miles west of Idaho Falls, ID)
 - 1. Successful bidder must return Sale of Government Property – On-line Sale, Form PDS-25; Sale of Government Property, Form PDS-26; and Proliferation Sensitive & Export Control Property Acknowledgement, Form PDS-24, completed and signed, and to be responsible to this Invitation to Bid.
 - 2. White boxes, wire baskets and pallets are not included in sale.
 - 3. 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.
 - 4. 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.

5. 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.

6. 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.