

PUBLIC AUCTION with PRE-PRICED SALE NO 3990 - May 20-21, 2013

**SURPLUS, GOVERNMENT-OWNED USED EQUIPMENT, PRECAST CONCRETE ITEMS, OFFICE FURNITURE,
MISC. PLUMBING AND ELECTRICAL ITEMS and 26 VEHICLES**

Conducted by B&W Y-12, L.L.C. under prime contract with the National Nuclear Security Administration

GENERAL SALE INFORMATION:

During day of inspection and during auction selected, pre-priced items will also be sold on a cash and carry basis "Where is – As is" with all faults. Prices not negotiable on pre-priced items. Pre-priced items for sale include desks and tables, office chairs, DELL 17" flat screen computer monitors, 3-ring binders, power strips.

Items for auction: Used U. S. Government-owned property including approximately 165 lots consisting of, but not limited to, Miller welder, electric motors, photography equipment, mechanical and piping joint accessories; Galion road grader, Snorkel lift, utility trailers; pre-cast concrete pipe, manholes, caps, reducers, offsets, terracotta pipe, guard rail, filing cabinets and Fire King file safes, other miscellaneous surplus items and twenty-six (26) vehicles consisting of vans and pickup trucks.

- **Inspection:** Monday, May 20th, 2013, at auction location. Doors open at 7:30 A.M. until 11:00 A.M. Reopen 12:00 P.M. until 4:00 P.M. only and again beginning at 7:30 A.M. on Tuesday, day of auction.
- **Time of Public Auction:** Tuesday, May 21st - 8:00 A.M., EDT.
- **Place:** Building 1916-T2 – West end of building, 234 Brisbane Road (north side), 230 Warehouse Road (south side), Oak Ridge, TN
- **Directions:** Oak Ridge Turnpike (US Highway 95), east side of Oak Ridge; turn South onto Science.gov Way, across from Athens Road, to stop sign, turn right on Warehouse Road (west), proceed approximately ¼ mile to Building 1916-T2.
- **Alternate Route:** Oak Ridge Turnpike, east side of Oak Ridge; turn right onto Brussels Road to stop sign. Turn left onto Warehouse Road (East). Proceed approximately ¼ mile to Building 1916-T2.
- Absentee bids will be accepted only on approved form available from the sales office or our website www.y12.doe.gov/suppliers/sales until deadline 3:00 P.M., local time, May 20th, 2013, prior to day of auction.

NO MINORS OR PETS ARE ALLOWED AT INSPECTION OR DURING THE AUCTION ON PREMISES OWNED OR CONTROLLED BY THE GOVERNMENT.

REGISTRATION AND BID:

- Bidders may register on the day of inspection or day of the Auction. Bidders with an established bidder number will use that number. First time bidders will receive a bidder number to be used during the auction.
- Bidders must have a bidder number in order to bid.
- Registration form and bidder number card available at the registration desk.
- Auctioneer shall designate the winning bidder after each item is auctioned.
- If a dispute arises between two or more bidders, the Auctioneer reserves the right to reopen the bidding between those bidders only.
- Auctioneer's designation of the winning bidder shall be final.
- Bidder is responsible for knowing which item he/she is bidding on. If he/she is unsure, he/she should inquire or not bid. When the Bidder becomes the winning bidder as announced by the Auctioneer, he/she is the Purchaser, has entered into a binding contract and awarded the item and will be expected to pay for all items where Purchaser was evidenced to be the successful bidder.

- Auctioneer will not honor mistakes. Auctioneer reserves the right to reject the bidding of any person whose conduct, actions, behavior or adverse comments are not in the best interest of the Auction nor B & W Y-12, L.L.C., which is acting as Sales Agent for the National Nuclear Security Administration (NNSA).

TERMS OF SALE:

- This Auction is subject to the [General Sales Terms and Conditions](#) posted at the registration desk and attached to this auction sale terms notice.
- Each lot will be sold "where is - as is", "in place" with "all faults" and will be limited to quantities available for the Auction.
- B & W Y-12 is not responsible for typographical errors in the sale description.
- All sales are final, "cash and carry" at the time of purchase. No warranties or guarantees are either express or implied. Successful Bidder agrees to accept all items for which he/she is high bidder.
- Any property items that may be listed as Pre-priced items will be sold on day of auction only.
- Bidders shall rely upon their own inspection and not upon any representation, description, or nomenclature of the Agent. Do not bid unless you have determined the condition of the items by your own inspection.
- No claim will be considered for allowance, adjustment or withdrawal of any lot based upon the failure of the property to correspond to any particular standard or expectation.
- High Bidders Choice shall be offered on like items identified by Auctioneer during the auction. High bidder shall be allowed to purchase other like items as specified and announced by auctioneer at time of award. Like items not accepted by Purchaser will be offered to others in audience at the same awarded price.
- Auctioneer reserves the right to group or regroup items listed for sale at any time during the auction.
- Neither the Government, NNSA, B & W Y-12 L.L.C., nor persons either acting for or on their behalf will be responsible for any injury to or destruction of property, nor for any other loss, damage, or injury of any kind whatsoever that arise out of or relate to the activities that are the subject of this sale agreement.
- The Purchaser agrees to indemnify and hold harmless, the Government, NNSA, B & W Y-12, L.L.C., the parent Corporations, and their officers, agents, and employees, or persons acting on their behalf, from any and all claims, liabilities, costs, and other detriments (including but not limited to reasonable attorney fees, settlements, fines and penalties, and damages for personal injury, property damage or destruction, environmental remediation, and natural resources damages) that arise out of or relate to any loading, unloading, transportation, use, management, processing, disposal, and/or sale or other disposition by the Purchaser, its contractors, and customers, of material obtained under this subcontract.
- The Purchaser understands that transportation, management, processing, sale, and disposal of the materials sold under this contract is subject to federal, state, and local laws, including but not limited to the Clean Air Act; the Clean Water Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Atomic Energy Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; and the Emergency Planning and Community Right-to-Know Act. The Purchaser further understands that the Purchaser is solely responsible for identifying and complying with all applicable legal requirements.

Note Export Administration, Article 15, General Sales Terms and Conditions (01-01).

Export Control. Personal property purchased from the U. S. Government may or may not be authorized for export from the U. S. to a foreign country. If export is allowed, the Purchaser is solely responsible for obtaining all required clearances or approvals. The Purchaser also is required to pass on this information and any other DOE-provided export control guidance if the property is resold (including domestic retransfers) or otherwise disposed. The use, disposition, export, and re-export 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. App. §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 Part 120 *et seq.*); Export Administration Regulations (15 CFR Part 730 *et seq.*); Foreign Assets Control Regulations (31 CFR Part 500 *et seq.*); and the Espionage Act (37 U.S.C. 791 *et seq.*) which among other things, prohibits:

- a. The making of false statements and concealment of any material information regarding the use or disposition, export or re-export of the property; and
- b. Any use or disposition, export or re-export of the property, which is not authorized in accordance with the provisions of this agreement.

PROLIFERATION SENSITIVE PROPERTY ACKNOWLEDGEMENT. In the event that proliferation sensitive property, as identified on the U.S. Munitions List (22 CFR Part 121) or the International Atomic Energy Agency Information Circular (INFCIRC) 254 Part I (the Trigger List), 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 B & W Y-12/NNSA/DOE. If payment has been made, the purchase price only shall be refunded to the Purchaser.

PAYMENT ACTIVITIES:

- Payment in full for all awarded lots is required immediately following the close of the Auction and may be presented at the cashier's office until 4:00 P. M. day of auction.
- Payment must be made for all items awarded to Purchaser at the same time, but items may be removed separately subsequent to payment.
- Payment will be accepted in the form of Cash; Business Check or Personal Check (provided however, the Purchaser has an established satisfactory payment record with the Agent); Certified Check; Cashier's Check; Bank Funds, Travelers Checks, or Money Orders made payable to B & W Y-12, L.L.C., or by major credit card (VISA, Master Card, Discover and American Express. State and local sales taxes will not be collected.
- Purchaser of vehicles is responsible for paying taxes and fees to County Clerk. A completed Certificate to Obtain Title will be presented to Purchaser of each vehicle subsequent to final payment by cash or credit card in the name and address supplied by the Purchaser. No open certificates will be issued. Purchasers who pay for vehicles by personal check must wait ten (10) days to obtain Certificate to Obtain Title.

REMOVAL AND PICK UP:

- No resale or exchange of material contained within complete lots will be permitted on-site.
- **Agent will not release material to anyone other than the Purchaser without written permission from the Purchaser to the Sales Administrator.**
- Purchaser or his designated representative only must remove all lots from sales premises.
- Removal of awarded material will not be granted until invoiced amount is paid in full for all lots purchased. Awarded material may be removed on day of auction until 4:00 P.M.
- Purchasers of fire rated file cabinets are advised that such cabinets may contain asbestos. Purchaser hereby agrees to be solely responsible and liable for any improper handling and disposal of the hazardous material (asbestos) in accordance with 40 CFR, Subpart M, and Sections 61.140 through 61.156. Purchaser further agrees to indemnify and hold harmless the U. S. Government, NNSA, B & W Y-12, L.L.C., the parent Corporations, and their officers, agents, assigns, employees, or persons acting for and on their behalf from all liability resulting from the Purchaser's improper handling and disposal of said material.
- Successful bidders, whether present at auction or by absentee, will be allowed until **Thursday, May 23rd, 2013, 4:00 P.M.**, to remove all items awarded to them or forfeit the material and may be placed on the bidder default list. Any exceptions to the pick up schedule policy MUST first be approved by the Sales Administrator.
- Purchasers of specific lots as may be noted or announced by the auctioneer must make advanced arrangements with the Sales Administrator to be loaded during the mutual specified scheduled time. No exceptions.
- Any Successful Bidder who fails to pay for and remove item(s) awarded within the specified time will be placed on a default list and may be removed from the Bidder's List.
- The Agent will remove and transport the item(s) to the Purchaser's conveyance; however, final loading, adjusting and securing the load on the transporting vehicle shall be the responsibility of the Purchaser.

- For further information, contact J. D. Huddleston at (865) 576-1451 or by email huddlestonjd@y12.doe.gov.