

COMPLETE ALL INFORMATION

SALE OF GOVERNMENT-OWNED PROPERTY SALE AGREEMENT FORM		 Jefferson Lab <small>Thomas Jefferson National Accelerator Facility</small>			
SALE NO		Date:			
DESCRIPTION OF ITEM(S):					
ISSUED BY: Jefferson Laboratory ATTN: Property Manager 12000 Jefferson Ave. Suite 12 Newport News, Virginia 23606	PHYSICAL LOCATION: Jefferson Laboratory 12000 Jefferson Ave Newport News, Virginia 23606	FOR INFORMATION CONTACT (name & tel.): Joan Holloway 757-269-5430 Tony Lumanog 757-269-7688 Lamont Williams 757-269-6270 Property Office Fax 757-269-5825			
PREPARATION OF OFFERS: (A) You are expected to examine the descriptions, terms & conditions, and due diligence of the sale, (b) You must furnish the information required in the due diligence of the sale prior to final award of the sale, (c) You must sign the Sale Solicitation and Agreement Form acknowledging agreement to accept the Terms & Conditions of the Sale and provide all requested information.					
SHIPPING PREFERENCE: (select one) <input type="radio"/> Pick-up at Jefferson Lab <input type="radio"/> Will arrange for a Shipper <input type="radio"/> Ship this method: <input type="radio"/> UPS (prepaid) Acct # _____ <input type="radio"/> Fed Ex (prepaid) Acct # _____					
PAYMENT OPTIONS: <input type="radio"/> Company Check <input type="radio"/> Cashier's Check or Money Order (make checks out to: Jefferson Lab/Jefferson Science Associates)					
REQUIRED INFORMATION: Citizenship Disclosure: (1) Bidder _____ <i>is</i> or _____ <i>is not</i> a United States citizen. (2) CEO/President or Manager of the Bidding Company _____ <i>is</i> or _____ <i>is not</i> a United States citizen. - _____ N/A (3) Bidding Company _____ <i>is</i> or _____ <i>is not</i> a U.S. Company - _____ N/A If any of the above 3 questions are marked as <i>is not</i> , please list country of citizenship: _____					
<i>I AGREE THAT BY SIGNING IN THE SIGNATURE BLOCK BELOW, THAT I ACCEPT ALL THE SALE TERMS AND CONDITIONS FOR THIS SALE. FURTHERMORE, THAT I HAVE SUBMITTED ALL REQUIRED DOCUMENTATION AS SPECIFIED IN THE DUE DILIGENCE OF THE SALE TO:</i>					
NAME AND ADDRESS OF BIDDER: FAX #: TELEPHONE:		SIGNATURE OF PERSON AUTHORIZED TO SIGN <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 5px;">PRINT NAME</td> <td style="width: 30%; padding: 5px;">DATE</td> </tr> </table>		PRINT NAME	DATE
PRINT NAME	DATE				
THIS FIRST PAGE ONLY SHOULD BE FAXED TO <u>(757) 269-5825</u> UPON COMPLETION This information is needed to set-up passes to the site, and/or to prepare paperwork for release of material. It must be received before pick-up.					



General Sale Terms and Conditions for the Sale of Government Property at the Thomas Jefferson National Accelerator Facility (Jefferson Lab)

1. DEFINITIONS

A) "**Seller**" shall mean the United States Department of Energy (DOE), acting on its own behalf, and Jefferson Science Associates LLC, its employees and agents acting pursuant to DOE/JSA Operations & Maintenance Contract.

B) "**Days**" is defined as calendar days.

C) "**Government**" as used herein shall mean the United States of America, and includes the U.S. DOE and any duly authorized representative.

D) "**Installation**" as used herein shall mean any properties owned by the United States Department of Energy and operated or occupied by Jefferson Science Associates LLC personnel.

E) "**Invitation**" the Invitation for Bids issued with respect to the Property.

F) "**Property**" is defined as material, equipment, assets or possession of any kind, which is owned, leased, or rented by the government and in the custody of Jefferson Lab, and is the subject of the sales Subcontract or is described in the Invitation to Bid.

G) "**Purchaser**" shall mean the successful Bidder hereunder to whom award is made.

H) "**Subcontract**" shall include the Invitation completed by Seller awarding a sale to Purchaser, any Special Conditions, and the General Sale Terms and Conditions. Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) Invitation; (2) Special Conditions; and (3) General Sale Terms and Conditions.

2. CONDITION OF PROPERTY

Unless otherwise provided in this Subcontract, all Property is offered for sale "as is" and "where is" without recourse against the Seller or Government. Unless otherwise provided in the Subcontract, neither the Seller nor the Government make any guaranty, warranty, or representation, 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 subcontract, no request by Purchaser for adjustment in price or for rescission of the sale will be considered. This is not a sale by sample.

3. PAYMENT

The Purchaser agrees to pay for Property awarded to him/her in accordance with the prices quoted in his/her bid plus the specified seller's premium. Payment must be in form of cashier's check, cash or money order. Payment must be received at the following location before the property will be released. Full payment is required no later than 10 calendar days from the date the auction closed:

Jefferson Laboratory
Att: Thomas Briggs (Property Manager)
628 Hofstadter Road
Suite 1
Building 28
Newport News, Virginia 23606

Phone 757-269-5430

4. TITLE

Unless otherwise provided in the Invitation, title to the Property sold hereunder shall vest in the Purchaser as and when full payment is received and removal of Property has been achieved. On all motor vehicles and motor-propelled or motor-drawn equipment requiring licensing by the State motor vehicle regulator agency, a certificate of release, Standard form 97, will be furnished for each vehicle and piece of equipment unless otherwise provided in the Invitation.

10/15/08, Revision 3

Form developed by Thomas Briggs, CPPM, PE

5. 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 therefore with removal of the Property being made only from the exact place where the Property is located within the installation. Unless otherwise stated in the invitation the Purchaser must submit full payment and remove the property within 10 calendar days from the close of the auction. The Purchaser must make and pay for all arrangements necessary for packing, removal, and transportation of Property. Jefferson Science Associates, LLC or the U.S. Government will not serve as liaison in any fashion between the Purchaser and carrier, nor will the Seller or 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, Company holidays, or any day that the installation where the Property is located is closed. Where it is provided that the Seller will load, the Seller will make the initial placement of the Property on conveyance (s) furnished by the Purchaser and the initial placement on the Purchaser's conveyance shall be as determined by the Seller. Unless otherwise provided in the Invitation, the Seller will not block, chock, brace, lash, band, or in any other manner secure the Property on such conveyance(s) furnished by the Purchaser. Any details regarding removal of the Property as may not be provided for herein or in the Invitation, shall be arranged with the authorized representative of the Seller, which arrangements shall be reduced to writing.

(b) Where it is provided in the Invitation that the Seller 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.

(c) If the Seller determines that the failure to remove the Property within the period of time specified in the Invitation arose out of causes beyond the control and without the fault or negligence of the Purchaser, a reasonable 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 its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather. The Purchaser shall reimburse the Seller for any damage to Government property caused during the removal operations by the Purchaser or his authorized representative including any common carrier. These rights are in addition to the rights specified in Condition 6. Default.

(d) The Property will be released only to the Purchaser or his authorized representative. The authorized representative must furnish authorization from the Purchaser before any delivery or release of the Property will be made. When Property is described as being boxed, packed, crated, skidded, or in containers, the Seller does not warrant that the Property, as packaged, is suitable for shipment.

6. DEFAULT

If the Purchaser fails to make payment and remove the property within 10 calendar days from notification of the winning bid --- the Purchaser is in default and shall lose all right, title and interest, which he might otherwise have acquired in and to such Property. Upon default the Seller shall have the right to resale the Property by any method or dispose of the Property. Seller reserves the right to reject and/or debar the defaulting Purchaser from any future sales transactions.

7. RISK OF LOSS

The risk of loss or damage shall pass to the Purchaser when possession of the Property is transferred from the Seller to the Purchaser or its authorized representative including a common carrier. The Seller and/or Government will be responsible for the care and protection of the Property prior to the risk of loss passing to the Purchaser. If any loss, damage, or destruction to the Property occurs during such period the Seller will make necessary adjustments to the purchase price, to the extent the loss was not caused directly or indirectly by the Purchaser or its authorized representatives. At the discretion of the Seller, the adjustment may consist of rescission of the Subcontract and Purchaser agrees that it shall have no cause of action or claim against Seller for any damage whatsoever arising from such rescission. In the event of a rescission under this condition, the Seller shall be liable only for the refund of any amount of the Subcontract price paid by Purchaser. No adjustment will be authorized under this provision unless the Seller or Government is notified of the loss, damage or destruction prior to removal from the Installation of the Property or any portion of the lot to which a loss is claimed.

8. CLAIMS LIABILITY

Neither the Government, the Seller, nor their officers, agents, and employees will be responsible for any injury to or death of persons or other living things, or damage to or destruction or loss of property, or for any other loss, damage or injury of any kind whatsoever resulting from the performance of this Subcontract by the Government, or the Seller to the extent such injury, death, damage, destruction, or loss is not caused by the negligence or willful misconduct of the Government or the Seller. The Bidder or Purchaser agrees to indemnify and hold harmless the Government, the Seller and their officers, agents, and employees, from and against any and all liabilities, penalties, fines, forfeitures, claims, causes of action, and costs and expenses (including the costs of defense and/or settlement, including, but not limited to, attorney's

fees), caused by, resulting from or arising out of, in whole or in part, the performance of this Subcontract, to the extent the liability is not caused by the negligence or willful misconduct of the Government or the Seller.

9. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT

Unless otherwise provided in the Invitation, when Property is sold by a unit other than "weight", the Seller and Government reserves the right to vary the quantity tendered or provided to the Purchaser by 10%; when the Property is sold by "weight", the Seller or Government reserves the right to vary the weight tendered or provided to the Purchaser by 25%. 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 provided in the Invitation, no adjustment for such variation will be made where Property is sold on a "price for the lot" basis.

10. WEIGHING, SWITCHING, AND SPOTTING

Where weighing is necessary to determine the exact purchase price, the Seller or Government shall arrange for weighing the Property on available Government scales. If circumstances warrant the use of non Jefferson Science Associates, the scales used shall be certified scales acceptable to both parties and shall be subject to inspection and validation by Seller. The Purchaser shall pay all switching and spotting charges unless such services are performed with Government-owned or Government-operated locomotives on Government Property.

11. WITHDRAWAL OF PROPERTY AFTER AWARD

The Seller or Government reserves the right to withdraw for its use any or all of the Property covered by this internet sale, if a bona fide requirement for the Property develops or exists prior to actual removal of the Property from Government or Seller possession. In the event of a withdrawal under this condition, the Seller shall be liable only for the refund of the Subcontract price of the withdrawn Property or such portion of the Subcontract price, as it may have received. Purchaser agrees it shall have no cause of action or claim against Seller for any damage whatsoever arising from said withdrawal of Property.

12. 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, this Subcontract shall be deemed in default under Condition 10.

13. PERSONS PROHIBITED FROM OR LIMITED IN BIDDING

If the Bidder is an employee of Jefferson Lab, the U.S. Department of Energy, or a Subcontractor of the U.S. Department of Energy, he hereby represents that he (1) has not participated in the Seller's determination to dispose of the Property; (2) has not participated in the preparation of the Property for sale; (3) has not participated in determining the method of this sale; and (4) has not acquired information not otherwise available to the general public regarding usage, condition, quality, or value of the Property.

14. 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, orders and regulations pertaining to the registration, licensing, handling, possession, transportation, transfer, export, processing, manufacture, sale use or disposal of the Property, and provide written proof of registration, licensing, or other requirements. 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.

15. EXPORT CONTROLLED PROPERTY

Personal Property purchased from the Seller may or may not be authorized for export/ import from/to the country where the personal Property is located. If export/import is allowed, the Purchaser is solely responsible for obtaining required clearances, licenses, or approvals. The Purchaser also is required to pass on DOE's export control guidance (below) if the Property is resold or otherwise disposed.

The use, disposition, export and re-export of this Property is subject to all applicable U.S. laws and regulations, including the Atomic Energy Act of 1954, as amended; the Arms Export Control Act (22 USC 2751 et seq.); the Export Administration Act of 1979 (560 USC Append 2401 et seq.); Doe Regulations (10 CFR Part 810); International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et

seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.); and the Espionage Act (37 USC 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 of 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.*

16. PROLIFERATION SENSITIVE PROPERTY ACKNOWLEDGEMENT

In the event that proliferation sensitive Property, as identified on the U.S. Munitions List (22 CFR 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 that portion of the sale covering proliferation sensitive property is void, and, if such Property has been received by Purchaser, the Purchaser will return the Property to Jefferson Lab. If payment has been made, the purchase price only shall be refunded to the Purchaser.

17. CERIFICATION OF DISPOSITION

If requested by Jefferson Science Associates, LLC or Government the Purchaser will provide written certification attesting to disposition of Material collected under this Subcontract.

18. RESOLUTION OF DISPUTES

The Parties agree to make good faith efforts to resolve any disputes using alternative means of dispute resolution. Substantive issues shall be determined in accordance with Federal Statutory and common law regarding Government contracts; in the absence of applicable federal law the laws of the Commonwealth of Virginia shall apply. Any litigation shall be brought and prosecuted in the United States Federal District Court for the Eastern District of Virginia.

19. LOST ARTICLES

It is understood and agreed that Jefferson Science Associates or the Government shall have the right to require the Purchaser to make a search of Material collected for any lost article or Material mistakenly included in lot sale. The reasonable cost, as determined by Jefferson Lab PropertyManager, for such search will be made upon submission of a properly itemized bill.

20. INDEMNIFICATION

The Purchaser agrees to indemnify and hold harmless Jefferson Science Associated, LLC, DOE, the Government, and their officers, agents, and employees, 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 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 contract.