

BIDDER CERTIFICATION

Bid/Auction ID No. _____

The property offered for sale is surplus government property. All successful bidders must agree to the following special terms and conditions.

Default

You are cautioned to bid only on those items you are prepared to pay for and remove in accordance with the terms and conditions of the sale. All items awarded to you as the high bidder are contractually yours and must be paid for and removed within the time period allowed. The purchaser agrees that in the event he/she fails to pay for the property or remove the same property within the prescribed period of time, the government at its election and upon notice of default shall be entitled to retain (or collect as liquidated damages a sum equal to the awarded bid).

Property will not be released until receipt of payment and signed bidder certification.

Signature below signifies that the purchaser has read and understands the terms and conditions of the auction listing and the Export Control and Proliferation Sensitive Property Acknowledgment. This completes certification must be returned with your payment.

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 other disposed.

The use, disposition, export and reexport 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, 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.

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 (INCIRC) 254 Part 1 (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 Bechtel Bettis, Inc. If payment has been made, the purchase price only shall be refunded to the purchaser.

CITIZEN SELF-CERTIFICATION

In some instances, sale of U.S. government property or transfer of certain technical information may be subject to export control restrictions if the purchasers are themselves, or are acting on behalf of, foreign nationals. THIS DOES NOT MEAN THAT FOREIGN NATIONALS ARE PROHIBITED FROM PURCHASING GOVERNMENT PROPERTY OR FROM ACCEPTING GOVERNMENT SUBCONTRACTS. However, in order to determine what, if any, export controls apply, Bechtel Bettis, Inc. needs the following information. Print or type:

Last		First		MI
Company				
Address		City		State ZIP
Citizenship	Yes No	U.S. Citizen	If No, provide country of citizenship	
	Yes No	Are you an Agent of a foreign country, business or individual?		
		(If Yes, provide the name and nationality of the country/business/individual		

Signature

Date Acknowledged

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