



# **Invitation for Bid**

## **Internet Auction**

### **Sale Number**

**20220**

### **Tug Boat**

Please be aware that the inventory is not being sold by DLA Disposition Services.  
Any questions or comments please contact  
Government Liquidation at (480) 367-1300.

**Bid Opening Date and Time**  
February 11th, 2013 at 5:00 pm (EDST/EST)

**Inspection Period Begins:**  
January 22<sup>nd</sup> – February 10<sup>th</sup>

Payment in Full Must Be  
Received Prior to  
Removal/Release of Property



Invitation For Bid  
Sale Number  
**20220**

**Bid Opening Date**

February 11th, 2013 at 5:00 pm (EDST/EST)

Bids will be accepted until opening date and time set for Bid opening.  
Bids and all required documentation received after the bid opening date  
may be determined late and not considered.

The bid acceptance period must be at least 10 days from the bid opening  
or the bid will be considered nonresponsive.

**Place bids electronically and view bid results at:**

<http://www.govliquidation.com>

Point of Contact (POC) for this sale is:

**Government Liquidation, LLC**

**Customer Relations Department**

**Phone: (480) 367-1300**

*Fax - Payments: (480) 596-4483*

Office Hours: 8:00 AM to 5:00 PM (Arizona Time)

Monday – Friday

PRIOR TO BID OPENING DATE:

For current and future sales information, contact (480) 367-1300, or visit our website at <http://www.govliquidation.com>. For bidding information – contact Customer Relations at (480) 367-1300 or via email at: [info@govliquidation.com](mailto:info@govliquidation.com).

AFTER BID OPENING DATE:

For payments and refunds contact Customer Relations at (480) 367-1300 or via email at: [info@govliquidation.com](mailto:info@govliquidation.com).

Unofficial abstracts are available for download/viewing at the DRMS Web site: [www.drms.dla.mil](http://www.drms.dla.mil)

EXCHANGE SALE: This property is being offered in accordance with the exchange/sale provisions of Section 201(c) of the Federal Property and Administrative Services Act of 1949 Stat.384 as amended (40 U.S.C.481c).

For additional information refer to the payment article in the Conditions of Sale in this catalog.

**Credit cards accepted: VISA, MasterCard and American Express**

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## Item Description Index

<u>Description</u>	<u>Item Number</u>
TUG BOAT: EX-YTB-828 .....	1

**This property is being offered for sale as non-excess under 41 CFR, 102-39, Replacement of Personal Property under the Exchange/Sale Authority.**

**Item 1 is located at Naval Sea Systems Command, Naval Base Kitsap, Bremerton, WA**

**1. TUG BOAT: EX-YTB-828**

GENERAL DESCRIPTION: YTB 828 is a Navy tugboat with Fairbanks Morse Diesel Engine and a single propeller.

**PRINCIPAL CHARACTERISTICS:**

Builder:	Marinette Marine
Delivery Date:	1974
Length:	100'
Extreme Beam:	29'
Maximum Navigational Draft:	14'
Light Displacement:	286 tons
Dead Weight:	60 tons
Waterline Length:	101 ft.
Waterline Beam:	31 ft.
Current Displacement:	346 tons
Draft Limit:	14 ft.
Hull material:	Steel hull, steel superstructure

HULL CONDITION: It is the opinion of the custodian that the hull of this craft is in Good condition

CONDITIONS: Per the Sale by Reference dated 3/94, Part 2, Condition 30 states in part, (2) Furthermore, the Government does not warrant or guarantee any of the following:

(a) Information in the item description pertaining to condition..... or the property's fitness for any use or purpose. (d) The Government does not warrant the merchantability of the property or its fitness for any use or purpose.

The conditions given in this description are made by the Navy based upon an internal vessel assessment. The craft is to be sold "as is where is" and buyer is responsible for all arrangements, labor and expenses for the removal of craft from Naval activity. It is strongly recommended that prospective bidders physically inspect the craft and make their own determination of the suitability for usage and/or tow, verify material condition of craft and take tank soundings and samples of any materials they want to sample prior to buying craft.

Booklet of General Plans, Damage Control Book and Plates, Tank Conversion Tables, and Docking Plans are not available. All copies of lab analysis and environmental reports to include Asbestos, Mercury, Radiological, Refrigerant, and PCB's are available upon request.

No radioactive items were found, except for naturally occurring radiation (i.e. porcelain, etc.) that remain on board.

FSC: 1930  
DEMIL CODE: A

CONTACT: Mr. Raymond Porter  
COMM: 360-476-3510

EMAIL: raymond.porter@navy.mil

Acq. Cost: \$864,500 1 Each

**THE FOLLOWING ARTICLES APPLY:**

- PART 05-B: Convict Labor
- PART 05-C: Contract Work Hours and Safety Standards Act- Overtime Compensation
- PART 05-D: Liability and Insurance
- PART 05-J: Commerce Control List Items (CCLI)
- PART 05-K: Munitions List and Commerce Control List Items (MLI/CCLI) Compliance
- PART 07-L: Asbestos
- PART 07-S: Government's Right of Surveillance
- PART 07-W: Radioactive Material
- B01: Bid Deposits and Payments
- B07: Change in Contract Clauses
- B27: Hold Harmless Condition
- B42: Asbestos Removal
- BC: Boats, Cutters and Ships Certification
- EP: Environmental Protection
- 61: Denied Areas
- KC: Illicit Acts
- KH: Compliance with Laws, Restriction Limitations, Obtaining of Licenses, etc.
- PA: PCB
- SA: Storage Charges/Late Removal Charges
- VC: Coatings
- VR: Regulated Substances

**Additional General Information and Instructions (DRMS Form 82-3 May 89 EF)**

See DRMS pamphlet, *Sale by Reference, March 1994*, for General Information and Instructions 1 thru 17.

- 18. **Submission of Bids.** Bids must be in the possession of Government Liquidation by the hour (exact time) specified for the bid opening. Bids must be submitted online.
- 19. **Bids may be submitted via:**
  - Electronically at [www.govliquidation.com](http://www.govliquidation.com)
- 20. **Telephonic bids will not be accepted on this sale.**
- 21. **All payments must be addressed and mailed or delivered to:**  
 Government Liquidation  
 Attn: Exchange Sale Bids / IA20220  
 15051 N. Kierland Blvd., Suite 300  
 Scottsdale, AZ 85254  
 Fax Number (480) 596-4483 - If faxing credit card authorization form
- 22. **Personal Checks:** Personal checks will not be accepted for payments.
- 23. **Disposal Notification to All Purchasers and Sub-Purchasers:** The use, disposition, export and reexport of this property is subject to all applicable U.S. laws and regulations, including the Arms Export Control Act (22 CFR 2751 et seq.); the Export Administration Act of 1979 (560 U.S.C. App. 2401 et seq.); 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 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 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. Before any export or reexport of this property is attempted, contact the Office of Defense Trade Controls, Department of State and the Bureau of Export Administration, Department of Commerce for export licensing requirements.
- 24. **EXCHANGE SALE:** This property is being offered in accordance with the exchange/sale provisions of Section 201(c) of the Federal Property and Administrative Services Act of 1949 Stat.384 as amended (40 U.S.C.481c).
- 25. **RELEASE OF MATERIALS:** If purchaser wishes to release material to a carrier or agent, it is requested a written release be furnished prior to release of material. All information should go to Sales Contracting Officer listed on the front page of IFB.

**NOTICE:**

**Countries currently under U.S. Sanctions. Sales or solicitation for sales of ANY PROPERTY is Prohibited. Exports or Imports to these countries is Strictly Prohibited.**

- Cuba - (31 CFR 515)**
- Sudan - (31 CFR 538)**
- Iran - (31 CFR 560)**
- Syria - (31 CFR Part 542)**

## Supply Condition Codes

Code	Title	Definition
A	Serviceable (issuable without qualification)	New, used, repaired, or reconditioned material which is serviceable and issuable to all customers without limitation or restriction. Includes material with more than 6 months' shelf life remaining.
B	Serviceable (issuable with qualification)	New, used, repaired, or reconditioned material which is serviceable and issuable for its intended purpose but which is restricted from issue to specific units activities, or geographical areas by reason of its limited usefulness or short service life expectancy. Includes material with 3 through 6 months' shelf life remaining.
C	Serviceable (priority issue)	Items which are serviceable and issuable to selected customers, but which must be issued before Condition A and B material to avoid loss or as a usable asset. Includes material with less than 3 months shelf life remaining.
D	Serviceable (test/ modification)	Serviceable material, which requires test, alteration, modification, con version, or disassembly. (This does not include items, which must be inspected or tested immediately prior to issue.)
E	Unserviceable (limited restoration)	Material, which involves only limited expense or effort to restore to serviceable condition and which is accomplished in the storage activity where the stock is located.
F	Unserviceable (reparable)	Economically reparable material which requires repair, overhaul, or reconditioning (includes reparable items, which are radioactively contaminated).
H	Unserviceable	Material, which has been determined to be unserviceable and does not meet repair criteria, (includes condemned items which are radioactively contaminated).

## Demilitarization Codes/Requirements

A DEMIL customer service help line at 1-888-352-9333 is available 8:00-5:00 EST/EDST to address any demilitarization problems or concerns.

Code	Explanation
A	Non-MLI/Non-CCLI. <b>Demilitarization not required.</b>
B	MLI (NON-SME). <b>Demilitarization not required.</b> Trade Security Controls (TSC) required at disposition.
G	MLI (SME). <b>Demilitarization required</b> - AEDA. Demilitarization, and if required, declassification and/or removal of sensitive markings or information will be accomplished prior to physical transfer to a DRMO. This code will be used for all AEDA items, including those, which also require declassification and/or removal of sensitive markings or information.
Q	CCLI. Commerce Control List Item – <b>Demilitarization not required.</b> CCLI are dual-use (military, commercial, and other strategic uses) items under the jurisdiction of the Bureau of Export Administration, U.S. Department of Commerce, through the Export Administration Regulations. The types of items under the Commerce Control List (CCL) are commodities (i.e., equipment, materials, electronics, propulsion systems, etc.), software, and technology. The CCL does not include those items exclusively controlled by another department or agency of the U.S. Government.

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## Conditions of Sale (DRMS Form 83 Jan 98 Computer Generated)

The General Information and Instructions and General and Special Conditions of Sale are hereby incorporated by reference and become a part of this Invitation for Bids and any contract resulting from acceptance of bid submitted pursuant to this Invitation for Bids as fully as though such Instructions, Term and Conditions had been specifically set forth herein. The Instructions, Term and Conditions are contained in DLA Disposition Services pamphlet entitled *Sale by Reference - Instructions, Terms and Conditions Applicable to Department of Defense Personal Property Offered for sale by Defense Reutilization and Marketing Service dated March 1994*, and may be obtained from the DLA Disposition Services Web site, [www.dla.mil/drms](http://www.dla.mil/drms) or upon request from the DLA Disposition Services Sales Office, 74 Washington Ave. North, Battle Creek, MI 49037-3092. Copies are available through any activity of the DLA Disposition Services

The specific Instructions, Terms and Conditions applicable to this sale are as follows:

DRMS pamphlet *Sale by Reference, March 1994*:

- Part 1: **General Information and Instructions** (DRMS Form 81, Oct 93): Complete except: Condition 6 should read: Any sale or use tax imposed by any state, country or political subdivision will be paid by the Purchaser.
- Part 2: **General Sale Terms and Conditions** (Standard Form 114C, Jun 86 ed., and DRMS Form 84, Oct 93). All Conditions except paragraph 30.
- Part 3: **Special Sealed Bid Conditions** (Standard Form 114C-1, Jan 70 ed., and DRMS Form 99, Oct 93). All Conditions except E.
- Part 5: **Additional Special Circumstance Conditions - Miscellaneous** (DRMS Form 86, Oct 93). As specified in item description.
- Part 7: **Additional Special Circumstance Conditions - Hazardous and Dangerous Property** (DRMS Form 98, Oct 93). As specified in item description.

In addition to the above, the following is also incorporated as part of this sale:



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## Articles

### ARTICLE B01: BID DEPOSITS AND PAYMENTS

(a) There is no bid deposit required for this sale.

(b) All payments, including those for storage charges, liquidated damages, and interest, must be in the form of cashier's check, certified check, money order or credit card (MasterCard, Visa, American Express only). Make checks payable to Government Liquidation.

(c) All payments should be addressed and mailed or delivered to:

Government Liquidation  
Attn: Exchange Sale Bids / IA20220  
15051 N. Kierland Blvd., Suite 300  
Scottsdale, AZ 85254

**Credit card payments may be faxed to: (480) 596-4483**

### ARTICLE B07: CHANGE IN CONTRACT CLAUSES:

The terminology "Strategic List" and "SLI" appearing in Article J: STRATEGIC LIST ITEMS (SLI) and Article K: MUNITIONS AND STRATEGIC LIST ITEM (MLI/SLI) COMPLIANCE found at Part 5 of the sale by reference pamphlet dated March 1994 is deleted and "Commerce Control List" and "CCLI", respectively, are substituted therefore. All other language remains unchanged and in full force and effect.

### ARTICLE B27: HOLD HARMLESS CONDITION

The purchaser shall hold and save the Government and its personnel free and harmless from liability of any nature or kind occasioned by operations of the purchaser on Government premises.

### ARTICLE B42: ASBESTOS REMOVAL

Whenever regulated asbestos-containing material (RACM) is stripped, removed, renovated, demolished, or otherwise handled or disturbed, purchaser agrees to have an on-site representative (such as a foreman or management level person) trained in OSHA and the Asbestos National Emissions Standard for Hazardous Pollutants (NESHAP) demolition and renovation provisions, and the means of complying with them, present during the duration of the work performance as well proper disposal. Evidence that the required training has been completed must be posted at the demolition or renovation site and made available for inspection by the Environmental Protection Agency (EPA) or the delegated agency according to 40 CFR Part 61, effective 20 November 1991. OSHA, state and/or local regulations governing asbestos containing material also applies.

### ARTICLE 61: DENIED AREAS

The bidder understands and agrees that the ultimate destination of any property awarded from this sale will not be to Afghanistan Albania, Bulgaria, Burma, Cambodia, Peoples Republic of China, Cuba, Estonia, Ethiopia, Haiti, Iran, Iraq, Laos, Latvia, Lithuania, Madagascar, Mongolia, Mozambique, North Korea, Peru, Romania, Somalia, Sudan, Syria, Vietnam, all the former states of Yugoslavia, (Croatia, Slovenia, Bosnia-Herzegovina, Montenegro, Serbia and other Republics), and all of the former states of the Soviet Union or any other destinations that be specifically prohibited in the contract.

**ARTICLE BC: BOATS, CUTTERS AND SHIPS CERTIFICATION:** No assurance is given that any boat, cutter or ship will be suitable for inspection and certification under the Merchant Marine Safety Laws and Regulations of the United States.

**ARTICLE EP: ENVIRONMENTAL PROTECTION:** All offeror's are advised that they must comply with all applicable Federal, State and local laws, ordinances, regulations, etc., with respect to human safety and the environment during the processing, use or disposal of material purchased from the Department of Defense.

### ARTICLE KC: ILLICIT ACTS

During the performance of the contract awarded, the purchaser agrees to assume full responsibility for any illicit act committed by his assigned agents and/or employees while such personnel are within the confines of the U.S. military installation or any area involved in the performance of such contract. For the purpose of this condition of sale, illicit acts include, but are not limited to, commission of fraud, theft, bribery, receiving stolen property, and any other alleged offense not specifically indicated. Therefore, the purchaser agrees to ensure complete supervision over such personnel who are engaged in the performance of any contract awarded. Violation of above requirement by the purchaser and/or agents may result in temporary suspension or permanent debarment of the contractor.

**ARTICLE KH: COMPLIANCE WITH LAWS, RESTRICTION LIMITATIONS, OBTAINING OF LICENSES, ETC.**

Bidders are cautioned that there may be local laws, regulations, restrictions, etc., or that various countries may require licenses, permits or clearances relative to the purchase, payments, importation, exportation, transportation, resale, etc., of the property herein offered for sale. Bidders assume full responsibility to ascertain and comply with such laws, regulations, and requirements.

**ARTICLE PA: PCB**

These vessels may have PCB contaminated components that are not identified in the item description. PCB contaminated items may include, but are not limited to, transformers, capacitors, electrical cable, insulation, felt gaskets, thermal and acoustic insulation materials, adhesives, aluminized paint, various rubber and plastic products. These vessels fall under the exemption requirements at 40 CFR 761.20(c)(1).

The purchaser is cautioned that it is solely responsible for ensuring that all Federal environmental statutes, US Environmental Protection (EPA) regulations, State, and local environmental laws regarding leaks and spills, storage for disposal, and disposal of PCB contaminated items are strictly adhered to once these components can no longer be used for their intended purpose.

**ARTICLE SA: STORAGE CHARGES/LATE REMOVAL CHARGES**

Notwithstanding Part 2, Condition 28, if the Purchaser fails to remove the vessel within the time limits specified for removal, or within any extension of time which may have been granted by the Sales Contracting Officer, pursuant to Condition No. 8, General Sales Terms and conditions (Standard Form 114C), charges for wharfage, moorage, dockage, anchorage, berthing or other services will be assessed at the following rate(s) per day per vessel excluding Saturdays, Sundays and Federal Holidays.

ITEM NUMBER	RATE PER DAY
1	\$300.00

In all instances where storage charges are assessed, payment thereof must be made by the purchaser prior to the removal of the property unless otherwise authorized by the Government. In no event, however, will charges for late removal exceed 20% of the contract price of vessel as to which the delay occurred.

**NOTE: These charges are assessed during the Default period as outlined in Part 2, Condition 9 of the Sale by Reference Pamphlet dated March 1994.**

**ARTICLE VC: COATINGS:** Vessels of this type may contain paint coating that is lead or zinc oxide based. Due to the age of the vessels, all coatings are assumed to be lead and/or zinc oxide based. The purchaser must implement controls by OSHA and other regulations concerning worker safety and environmental compliance.

**ARTICLE VR: REGULATED SUBSTANCES:** PCB, asbestos or other hazardous or components not identified in the item description may remain on the vessel(s) being offered in this invitation of Bids. Strict adherence to Federal environmental statutes, US Environmental Protection (EPA) regulations, State and local environmental laws and regulations are required for this item. Purchaser is cautioned that it is solely responsible to ascertain the extent to which Federal environmental laws and other State and local statutes and regulations may affect it and comply therewith.

## Inspection Dates and Times

January 22<sup>nd</sup> – February 8<sup>th</sup>, 2012  
See Inspection Notes

### Inspection Notes:

**Item 1:** Inspections are available by appointment only. **A 48-hour advance notice is required prior to inspection.** Inspection times are available between the hours of 7:30 AM and 2:30 PM local time, Monday - Friday, excluding Holidays and weekends. CONTACT: Mr. Raymond Porter; COMM: 360-476-3510; EMAIL: raymond.porter@navy.mil

## Loading Table

### Time for Removal

(See DRMS pamphlet, "Sale by Reference, March 1994, Part Z, Condition no. 8, Standard Form 114C)

**Property must be removed by: 30 Days after Award.**

## LOADING LEGEND

### I GOVERNMENT WILL LOAD

- (a) Rail
- (b) Truck or Trailer

### II GOVERNMENT WILL LOAD-OPEN TOP CONVEYANCE ONLY

- (a) Rail
- (b) Truck or Trailer

### III PURCHASER MUST LOAD (NO GOVERNMENT ASSISTANCE)

- (a) Rail facilities available adjacent to property
- (b) Rail facilities available on the installation but remote from property
- (c) No rail facilities available

### IV OTHER

ITEMS:	LOADING LEGEND
1	IIIc

## Loading Notes

**Item 1:** Proof of insurance must be provided to DLA Disposition Services before removal can take place. Person on contract must be removing, if not, then purchaser must provide a Letter of Authorization to the Sales Contracting Officer naming the remover of the item before item is allowed to be removed. Purchaser must Load/Tow at no cost to the Government. No Government assistance. Working on vessel is prohibited on Government property other than preparing for tow or shipment. Removals are available by appointment only. **Removals are available by appointment only. A 48-hour advance notice is required prior to inspection. Removals times are available between the hours of 7:30 AM and 2:30 PM local time, Monday - Friday, excluding Holidays and weekends. CONTACT: Mr. Raymond Porter; COMM: 360-476-3510; EMAIL: raymond.porter@navy.mil**

<p style="text-align: center;"><b>LETTER OF AUTHORIZATION</b> <i>(Prescribing authority: DRMS-H 4160.3, Volume 1)</i></p>	<p>TO:</p>
<p>I, _____ the undersigned, hereby authorize _____ to <i>(PRINT NAME)</i> <span style="margin-left: 200px;"><i>(PRINT NAME)</i></span> <b>act as my agent on Contract _____ with respect to the items listed below and for the purpose indicated by check mark in the boxes provided under "Extent of Authority".</b></p>	
<p><b>EXTENT OF AUTHORITY</b></p>	<p><b>LIST ITEM(S)</b></p>
<p><input type="checkbox"/> Make payment.</p> <p><input type="checkbox"/> Make payment and remove property.</p> <p><input type="checkbox"/> Remove Property.</p> <p><input type="checkbox"/> Perform work required under the contract</p> <p><input type="checkbox"/> Accept and sign for deliveries above or below the quantity variations allowed under the contract.</p> <p><input type="checkbox"/> Sign certifications required prior to Government's permitting release of property.</p> <p><input type="checkbox"/> Other (specify):</p>	
<p>Signature of Purchaser</p>	<p>Date:</p>

DRMS FROM 1646, APR 2002 (EF) (Previous Edition May be used Until Exhausted)