

Section A – Agreement Form

**BASIC SALES AGREEMENT
FOR GOVERNMENT OWNED PROPERTY**



Acting Under Contract DE-AC05-00OR22726
With the U.S. Department of Energy

Agreement Number:

ISSUED BY:

UT-Battelle, LLC
Property Sales Office
P. O. Box 2008, Bldg 115A UNV, M/S 6467
Oak Ridge, TN 37831-6467

FOR INFORMATION CONTACT (*name & tel.*):

Richard E. Haun haunre@ornl.gov, 865-241-5120
Cheri L. Cross crosscl@ornl.gov, 865-574-6046

Name and Address Of Buyer:

Submit Payments to:

UT-Battelle, LLC,
P. O. Box 2008, M/S 6467,
Oak Ridge, TN 37831

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Lot #	Lot Description
	The types of items to be sold include, but are not limited to: technical and scientific equipment, machinery and machine parts, and office equipment and furniture. This agreement excludes the following: scrap metal, tires, batteries, cardboard, electronics, oils, and broken furniture; vehicles designated as “exchange sale” per GSA regulations and DOE; export controlled/proliferation sensitive items; and any other items at the discretion of ORNL.

Buyer's Agreement.

Buyer agrees to furnish or perform services to the extent stated in this document for the consideration stated in any resulting sale orders. The rights and obligations of the parties to this agreement and any resultant sale orders shall be subject to and governed by this document, sale orders, and any document attached or incorporated by reference.

Award.

UT-Battelle, LLC (Company) agrees to award this agreement to the Buyer. The rights and obligations of the parties to this agreement are subject to and governed by this document, sale orders, and any documents attached or incorporated by reference.

Buyer is required to sign and return a copy of this document.

UT-Battelle, LLC

Signature of person authorized to sign for Buyer

Signature of person authorized to sign

Name of signer

Name of signer

Title of signer

Title of signer

Date

Date

Section B – Description of Obligations

B.1 Description

- a. This Basic Sales Agreement (BSA) is issued to simplify and expedite the sale of items specified in the “Lot Description” of Section A, and in Section C - "Specifications/Statement of Work".
- b. The Buyer agrees to perform under this Agreement as specified in SECTION C - "Specifications/Statement of Work".
- c. The obligations of both parties to be performed under this agreement will be more specifically defined in individual sales orders/notifications (“Sales Orders”) issued by the Company to the Seller. All Sales Orders will include:
 1. A description of the property to be sold.
 2. The BSA number and the Sale Order number.
 3. Special clauses applicable to Sale Order.
 4. Other pertinent information.
- e. The Company intends to award multiple BSAs for the services described in Section C.
- f. The Company is not obligated to sell any property or release any Sale Orders under this Agreement. No funds are being obligated under this Agreement.

B.2 Bid/Ordering Procedures

- a. The Company will begin the sale process by issuing a Sale Order to the Seller describing the property to be sold, setting forth a bid and inspection schedule, and identifying clauses that will be applicable to the Sale Order. Company may set a reserve price for a specified property lot. If a reserve is set, Company will notify Buyer on the Sale Order.
- b. The Sale Order will indicate the date the Sale Order bid is due. Seller's bid shall contain the requested information and be in the format required by the Sale Order. All bids must be received via e-mail at SaleBid@ornl.gov before the specified deadline. Bids must be submitted on the Sale Order form and must contain the following information: Company name; BSA Number; bid amount; and a signature of an authorized company representative.
- c. The date and time sent on the e-mail with the “Sale Order” form attached will serve as the official time stamp.
- d. All bids will be opened and reviewed by Company on the date and time indicated on the Sale Order form. The property lot will be awarded to the highest eligible Buyer, and Company will sign the Sale Order form for the successful Buyer and return it via e-mail. This document (the Sale Order) will serve as the sales contract.
- e. Successful Buyer must schedule payment and pick-up of items in advance and items must be removed from Company’s site within five (5) business days of award notification.

f. Refusal to sign any hazard/environmental disclaimers, export control notices, etc. will serve as a disqualification for the sale. In addition to the rights and remedies identified in the General Terms and Conditions, failure to remove items from warehouse in the specified time will result in forfeiture of bid award. In the event of a disqualification or forfeiture, the sale will be awarded to the next highest buyer/bidder.

g. Bids may be withdrawn by written notice received at any time before award. Bids may be withdrawn in person by Buyer or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

h. Sale Order notifications will be issued at the Company's sole discretion.

Section C - Specifications/Statement of Work

Statement of Work

C.1 The Company will, at its own discretion, offer for sale the surplus/excess property (“property”) that has been reviewed and found to be suitable for release to the general public. The property will be offered for sale in truck load lots at the Union Valley facility. A truck load lot is defined as two rows of skidded items loaded onto a 53- foot long trailer bed. Items located at the ORNL site, or other DOE/DOE contractor sites in Oak Ridge, may also be sold “in place” for the convenience of the Company.

C.2 Buyer shall provide all personnel, equipment, materials, supplies, and services necessary to participate in this sale of the property. Buyer agrees to accept Sales Orders issued during the performance period and to make a good faith bid on property identified in Sales Orders in compliance with this BSA. The rights and obligations of the parties respecting those orders shall be governed by this BSA to the same extent as if completed during its term.

Buyer shall comply with all Federal, State and Local laws, ordinances, rules and regulations as required for the performance of the agreement. If requested, Buyer shall return all ORNL shipping containers, skids, and hoppers as soon as possible after each sale, or within five (5) working days after being notified by Company.

Section D - Performance Period and Payment Information

D.1. Performance Period.

a. The performance period of this Agreement shall commence on the date of execution and continue until March 20, 2017. Company may, in its sole discretion, grant an extension of the Agreement for a period of up to three (3) additional one-year terms.

D.2. Payment Terms. Unless otherwise specified in the Sales Order, the terms of payment shall be:

1. Due within 5 (five) business days following notification of Sales Order award
2. Made in person at time of loading or via telephone prior to loading
3. In the form of cash, cashier's check, money order, debit card, or credit card (Visa, MasterCard, American Express and Discover accepted).

Section E - General Provisions

The Representations and Certifications submitted by the Seller as part of its Offer will be incorporated by reference into this Basic Sales Agreement and any Sales Order issued hereunder.

All articles and documents incorporated by reference, including those made a part of General Provisions, apply as if they were set forth in their entirety.

Order of Precedence. Any inconsistency between the Basic Sales Agreement and any Sales Order shall be resolved by giving precedence to the Sales Order.

The following General Terms and Conditions will apply to Sales Orders issued under this Basic Sales Agreement:

General Terms and Conditions for the Sale of Government Property (Jan. 2015).

NOTE: All standard forms, clauses, articles, and other documents referenced herein, including attachments, are available at: <http://info.ornl.gov/SITES/PES/Pages/BasicSalesAgreement.aspx>

Section F - Special Provisions:

Each individual Sale Order will specify the special provisions, if any, that will apply.

Section G - Special List of Attachments:

Attachment 1 – Warehouse Safety Rules for Sale Inspections



**General Sale Terms and Conditions
for the Sale of Government Property
(Jan 2015)**

1. DEFINITIONS

- A) **"Company"** or **"Seller"** shall mean the United States Department of Energy (DOE), acting on its own behalf, and UT-Battelle LLC, its employees and agents acting pursuant to Contract No. DE-AC05-00OR22725 with DOE.
- B) **"Business Days"** means Monday through Friday, except for federal or state holidays.
- 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 UT-Battelle LLC personnel.
- F) **"Property"** is defined as material, equipment, assets or a possession of any kind, which is owned, leased, or rented by the government and in the custody of Company, and is the subject of or described in a Sale Order.
- G) **"Buyer"** means the person or organization that has entered into this Agreement with Company.
- H) **"Agreement"** means this Basic Sales Agreement and shall include the Representations and Certifications completed by Buyer, Sale Orders between Company and Buyer, 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) Sale Orders; (2) Special Conditions; and (3) General Sale Terms and Conditions.

2. INSPECTION

Buyer may be invited to inspect the Property to be sold prior to submitting bids. Property will be available for inspection at the place and times specified in the Sale Order. Company reserves the right to limit the number of time slots available to buyers to inspect the property. Seller does not guaranty that Buyer shall have the right to inspect all Property and Seller will not be obligated to furnish any labor for such purpose. In no case will failure to inspect constitute grounds for a claim for the withdrawal of a bid after opening, or rescission of this Agreement.

3. CONDITION OF PROPERTY

Unless otherwise provided in the Sale Order, all Property is offered for sale "as is" and "where is" without recourse against the Seller or Government. Unless otherwise provided in the Sale Order, 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 the conditions or other special conditions of the Agreement, no request by Buyer for adjustment in price or for rescission of the sale will be considered. This is not a sale by sample.

4. CONSIDERATION OF BIDS

Unless otherwise provided in the Sale Order, telephonic bids will not be considered. The acceptance of electronic bids via e-mail at SaleBid@ornl.gov is valid only when the Buyer has received a verification of receipt of the bid from the ORNL Property Management organization.

The Buyer agrees that his/her bid will not be withdrawn for five (5) business days following the opening of bids or such other time as specified in the Sale Order to Bid and that during such period his/her bid would remain firm and irrevocable. The Seller or Government reserves the right to reject any or all bids, including bids under which a Buyer could take unfair advantage of the Seller, Government or other Buyers, to waive any technical defects in bids, and unless otherwise specified by the Seller, Government or by the Buyer, to accept any one item or group of items in the bid, as may be in the best interest of the Government. Unless otherwise provided in the Sale Order, a bid covering any listed items must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that item.

5. FORMS OF BID DEPOSITS AND PAYMENTS

Unless otherwise provided in the Sale Order, bid deposits (when required by the Sale Order) and all payments shall be in U.S. currency or any form of credit instruments other than promissory notes, made payable to UT-Battelle LLC. If during any prior sale, the Buyer tendered an instrument, which was not paid by the drawee for any reason, and the Buyer was notified in writing by the Seller; UT-Battelle and Government reserves the right to reject and/or debar the buyer from future sales transactions with UT-Battelle.

Deposits accompanying bids (when required by the Sale Order), which are not accepted, will be refunded to the Buyer. Deposits of successful Buyers may be applied against the Sale Order price.

6. BID PRICE DETERMINATION

Unless otherwise indicated in the Sale Order, bids will be solicited on a "semi-truck load lot(s)" basis. Buyer should submit a single total price on the Sale Order sheet.

7. PAYMENT

The Buyer agrees to pay for Property awarded to him/her in accordance with the prices quoted in his/her bid.

Unless otherwise specified by the Seller, payment of the full purchase price must be made prior to the date specified for removal of any Property. The Buyer will in no way be released from full compliance with the terms and conditions of this Agreement by his resale of the Property. Failure to pay within 5 (five) business days following award will be considered a violation of the contract; and can result in a termination of this agreement

8. TITLE

Unless otherwise provided in the Sale Order, title to the Property sold hereunder shall vest in the Buyer as and when full payment is received and Property has been loaded on Buyer's truck by Company's personnel. 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 Sale Order.

9. DELIVERY, LOADING AND REMOVAL OF PROPERTY

(a) Unless otherwise provided in the Sale Order, the Buyer 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 and by the time specified in the Sale Order. Except as otherwise indicated herein or in the Sale

Order, the Buyer must make and pay for all arrangements necessary for packing, removal, and transportation of Property. Neither UT-Battelle, LLC, nor the Government will act as liaison in any fashion between the Buyer and carrier, nor will the Seller or Government recommend a specific common carrier. Loading will only be performed as set forth in the Sale Order, and unless otherwise provided in the Sale Order, 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 Buyer and the initial placement on the Buyer's conveyance shall be as determined by the Seller. Unless otherwise provided in the Sale Order, the Seller will not block, chock, brace, lash, band, or in any other manner secure the Property on such conveyance(s) furnished by the Buyer. The Buyer shall be responsible to block, chock, brace, lash, band, or in any other manner secure the Property on such conveyance(s) furnished by the Buyer. Any details regarding removal of the Property as may not be provided for herein or in the Sale Order, shall be arranged with the authorized representative of the Seller, which arrangements shall be reduced to writing.

(b) Where it is provided in the Sale Order that the Seller will not load or that the Buyer will load, the Buyer will make all arrangements and perform all work necessary to effect removal of the Property. The Buyer shall remove the Property at his/her expense within the period of time allowed in the Sale Order.

(c) If the Seller determines that the failure to remove the Property within the period of time specified in the Sale Order arose out of causes beyond the control and without the fault or negligence of the Buyer, such determination shall be reduced to writing, and 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. If the Buyer is permitted to remove the Property after the expiration of the time originally allowed for removal, the Seller, without limiting any other rights which it may have, may require the Buyer to pay a reasonable storage charge for storage on Government or non-Government property, and Buyer shall pay all costs incident to such storing including handling and moving charges. The Buyer shall reimburse the Seller for any damage to Government property caused during the removal operations by the Buyer or his authorized representative including any common carrier. These rights are in addition to the rights specified in Condition 10. Default.

(d) The Property will be released only to the Buyer or his authorized representative. The authorized representative must furnish authorization from the Buyer 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.

(e) Segregation, culling or selection of Property for the purpose of affecting partial or increment removals will not be permitted except as specifically authorized and prescribed by the Seller.

10. DEFAULT

If the Buyer breaches the Agreement by failure to make payment within the time allowed by the Agreement, by failure to remove the Property as required by the Agreement, or by breach of one or more of the other conditions of this Agreement, including any Special Conditions, then the Seller may send the Buyer a written notice of default giving Buyer 10 days from the date the notice was mailed to cure the default.

Upon Buyer's failure to cure such default within that period, the Buyer 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. The Buyer shall be responsible for all cost of storage of the Property until resale or disposal, including handling and moving charges and all cost of resale or disposal that are not recovered by Seller from the proceeds of any resale. Seller reserves the right to reject and/or debar the defaulting Buyer from any future sales transactions.

To the extent Seller has received payment from the Buyer for the Property, in the event of default, Seller shall be entitled to retain any amounts received until resale or disposal, and Seller shall be entitled to apply said amounts received against the costs of storage, including handling and moving charges, and cost of resale or disposal.

If Buyer fails to pay amounts due for cost incurred by Seller for storage, resale, or disposal, as described herein, Buyer shall be liable for interest, late payment handling charges, and penalty charges as described in Condition 11 and all Sellers' attorneys fees and costs to recover said amounts.

Seller may exercise any remedies available at law or in equity for a default by Buyer occurring at any time under this Agreement and shall be entitled to recover attorneys' fees and costs incurred to enforce this Agreement.

11. INTEREST

Notwithstanding any other provision of this Agreement, the Company may, in its sole discretion, assess interest at an annual rate of 6% on all payments not received within the time specified by Company or when otherwise due and payable, including payments due in case of default. Interest will accrue on the amount due from the due date until the date of payment.

12. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT

Weights listed in the Sale Order are estimated amounts. The actual amounts may be higher or lower. Seller shall not be responsible to Buyer for any variation between the estimated amounts and the actual amounts.

13. 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-UT-Battelle scales, the scales used shall be certified scales acceptable to both parties and shall be subject to inspection and validation by Seller. The Buyer shall pay all switching and spotting charges unless such services are performed with Government-owned or Government-operated locomotives on Government Property.

14. RISK OF LOSS

The risk of loss or damage shall pass to the Buyer when possession of the Property is transferred from the Seller to the Buyer 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 Buyer. 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 Buyer or its authorized representatives. At the discretion of the Seller, the adjustment may consist of rescission of the Agreement and Buyer 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 Agreement price paid by Buyer. 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.

15. ORAL STATEMENTS AND MODIFICATIONS

Any oral statement or representation by any representative of the Seller or Government, changing, or supplementing the Sale Order or Agreement or any Condition thereof, is unauthorized and shall confer no right upon the Buyer. Further, no interpretation of any provision of the Agreement, including applicable performance requirements, shall be binding on the Seller or Government unless furnished or agreed to, in writing, by the Seller or his/her designated representative.

16. COVENANT AGAINST CONTINGENT FEES

(a) The Buyer warrants that no person or agency has been employed or retained to solicit or obtain this Agreement or any subsequent Sale Order upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Buyer for the purpose of doing business. For breach of this warranty, the Seller or the Government shall have the right to annul this Agreement without liability or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" as used in this clause, means an established commercial or selling agency, maintained by a Buyer for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government Agreements nor holds itself out as being able to obtain any Government Agreement or Agreements through improper influence.

(c) "Bona fide employee" as used in this clause, means a person, employed by Buyer and subject to the Buyer's supervision and control as to time, place and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government Agreements nor holds out as being able to obtain any Government contract or Agreements through improper influence.

(d) "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government Agreement.

(e) "Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government Agreement on any basis other than the merits of the matter.

17. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise there from, unless it is made with a corporation for its general benefit.

18. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(a) By submission of a Sale Order bid, the Buyer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this sale:

(1) The prices in the bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other Buyer or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in a bid have not been knowingly disclosed by the Buyer and will not knowingly be disclosed by the Buyer prior to opening, in the case of a bid directly or indirectly to any other Buyer or to any competitor, and

(3) No attempt has been made or will be made by the Buyer to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(b) Each person signing this Agreement or subsequent Sale Order bid certifies that:

(1) He is the person in the Buyer's organization responsible within that organization for the decision as to the prices being bid or offered therein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above; or

(2) (i) He is not the person in the Buyer's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as Agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above, as their Agent does hereby so certify; and

(ii) He has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above and

(iii) As an Agent, has not personally participated and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

19. ASSIGNMENT OF AGREEMENTS

Buyer shall not assign rights or obligations to third parties without prior written consent of Seller. Administration of this Agreement may be transferred, in whole or in part, to DOE or its designee(s) and to the extent of such transfer and notice thereof to Buyer, UT-Battelle, LLC, shall have no further responsibility.

20. 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 Agreement 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 Buyer 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 Agreement, to the extent the liability is not caused by the negligence or willful misconduct of the Government or the Seller.

21. 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 Agreement, 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 Agreement price of the withdrawn Property or such portion of the Agreement price, as it may have received. Buyer agrees it shall have no cause of action or claim against Seller for any damage whatsoever arising from said withdrawal of Property.

22. ELIGIBILITY OF BUYERS

The Buyer 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 Agreement shall be deemed in default under Condition 10.

23. PERSONS PROHIBITED FROM OR LIMITED IN BIDDING

If the Buyer or Buyer's employee or authorized agent is an employee or subcontractor of Oak Ridge National Laboratory, the U.S. Department of Energy, or a Contractor 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.

24. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS

- (a) Any bid received at the address designated in Condition 4, or a different address if specified in the Sale Order, after the exact time specified for receipt may not be considered.
- (b) Any modification or withdrawal of a bid received at the address designated in Condition 4, or a different address if specified in the Sale Order, after the exact time specified for receipt will not be considered. A Buyer or his authorized representative may also withdraw a bid in person prior to the exact time set for receipt of bids. The acceptance of electronic or facsimile modifications or withdrawal of bids are valid only when the Buyer has received a verification of receipt of the modification or withdrawal from the ORNL Property Management organization prior to the exact time set for receipt of bids.
- (c) Notwithstanding (a) and (b) of this provision, a late modification of an otherwise successful bid, which makes it terms more favorable to the Government, will be considered at any time it is received and may be accepted.

25. REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

It is the Buyer'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. Buyers 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.

26. EXPORT CONTROLLED PROPERTY

Personal Property purchased from the Seller is not being authorized for export/ import from/to the country where the personal Property is located. If export/import is allowed, the Buyer is solely responsible for obtaining required clearances, licenses, or approvals. The Buyer also is required to pass on DOE's export control guidance 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.

27. 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 State of Tennessee shall apply. Any litigation shall be brought and prosecuted in the United States Federal District Court for the Eastern District of Tennessee, Northern Division. In the event the requirements for jurisdiction in Federal District Court are not present such litigation shall be brought in Anderson, Knox or Roane County, Tennessee.

28. INDEMNIFICATION

The Buyer agrees to indemnify and hold harmless UT-Battelle, 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 Buyer, its contractors, and customers of material obtained under this contract.

29. INSPECTION

Company reserves the right to inspect all property used by the Buyer in performance of the Agreement, including Buyer's premises and all transportation equipment. Such inspections shall be conducted at reasonable times during the term of the Agreement and in a manner that will not unduly delay the work.

30. TERMINATION FOR CONVENIENCE

Company may terminate this Agreement, or any part hereof, for the convenience of itself or the Government. In the event of such termination, the Company shall deliver a notice specifying the extent of the termination and its effective date.

31. ACCEPTANCE OF TERMS AND CONDITIONS

Buyer, by signing this Agreement, or performing the services identified herein, agrees to comply with all the terms and conditions and all specifications and other documents that this Agreement incorporates by reference or attachment. Company hereby objects to any terms and conditions contained in any acknowledgment of this Agreement that are different from or in addition to those mentioned in this document. Failure of Company to enforce any of the provisions of this Agreement shall not be construed as evidence to interpret the requirements of this Agreement, nor a waiver of any requirement, nor of the right of Company to enforce each and every provision. All rights and obligations shall survive final performance of this Agreement.