

**BECHTEL NATIONAL, INC.
BECHTEL PARSONS BLUE GRASS JOINT VENTURE**

Sales Agreement

Exhibit A – General Terms and Conditions

1.0 DEFINITIONS

The word "Government" as used herein shall mean the United States of America, and the word "Contracting Officer" shall mean the United States Department of Defense (DoD), its duly authorized representative or representatives. The word "Seller" shall mean Bechtel Parsons Blue Grass Joint Venture, who is the Government Contractor acting for the Department in selling the property. The word "Purchaser" shall mean the successful Bidder hereunder to whom award is made.

2.0 INSPECTION OF PROPERTY OFFERED FOR SALE

The Bidder is invited to inspect the property prior to submitting a bid. Property will be available for inspection at the places and times specified in the Invitation for Bid (IFB). Failure to inspect property does not constitute grounds for the withdrawal of a bid after opening.

3.0 CONDITION AND LOCATION OF PROPERTY

- (a) Unless otherwise specifically provided in the Invitation, all property is offered for sale "as is" and "where is." If the Invitation provides that the Seller will load, then "where is" means f.o.b. conveyance at the point specified in the Invitation.
- (b) The description is based on the best available information. However, the Seller makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of the property or its fitness for any use or purpose.
- (c) Except as provided in Section 11.0, Variations in Quantity or Weight, and Section 13.0, Risk of Loss, no request for adjustment in price or for rescission of the sale will be considered. This is not a sale by sample.

4.0 CONSIDERATION OF BIDS

- (a) Bidder agrees that this bid is firm and irrevocable within the acceptance period specified in the Invitation.
- (b) The right is reserved to reject any or all bids, to waive any technical defects in bids, and, unless otherwise specified in the offering or by the Bidder, to accept any one item or group of items in the bid. Unless the invitation provides otherwise, bids—
 - (1) May be on any or all items;
 - (2) Must be submitted on the unit basis specified for that item;
 - (3) Must cover the total number of units designated for that item; and
 - (4) Unit prices govern.
- (c) Telephonic or telegraphic bids will not be accepted.
- (d) The bidder may submit a bid conditioned upon acceptance or non-acceptance of other items offered.
- (e) Bids may be modified or withdrawn, in writing, by the Bidder or authorized representative, prior to the time of bid opening. Modifications or withdrawals of offers received after the designated time for opening will not be accepted. It is the responsibility of the bidder to ensure modifications or withdrawals are received before the time set for bid opening. Delays attributed to the U.S. Postal Service or other delivery conveyances are not the responsibility of the Seller.

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5.0 BID PRICE DETERMINATION

- (a) When bids are solicited on a unit-price basis, bidders will insert their unit prices and total prices in the space provided for each. In the event the bidder inserts the total price, but fails to insert the unit price, the Seller will determine the unit price by dividing the total price by the quantity identified in the IFB.
- (b) When bids are solicited on a lot basis, bidders should submit a single total price on the bid sheet. Bidders should not make any entry in the unit-price column. In the event the bidder enters a unit price, the Seller will disregard the entry.

6.0 AWARD OF CONTRACT

- (a) The award will be made to the responsible bidder whose bid, conforming to the terms and conditions of this sales agreement, is deemed most advantageous, based on price and related factors.
- (b) In the case of a tie bid, the winning bid will be the first bid that was received.
- (c) Written notification of award will be furnished to the successful bidder.

7.0 PAYMENT

- (a) Purchaser agrees to pay the full purchase price plus applicable sales tax (6 percent) for awarded property at the prices quoted in the bid. Unless an adjustment is required pursuant to Condition Section 11.0, Variations in Quantity or Weight, payment must be made within the time specified for removal, and prior to delivery of any of the property.
- (b) The full purchase price, or balance if a bid deposit was required, shall be paid to Bechtel National, Inc., by certified check, cashier's check, bank draft, or postal or express money order. The Seller will not extend credit to any purchaser.
- (c) The Seller reserves the right to apply any bid deposits made under this Invitation by a bidder against any amounts due under a contract awarded by the Seller under this Invitation. If the total sum due to the Seller is less than the amount deposited with the bid, the difference shall be promptly refunded. Deposits accompanying bids that are not accepted shall be promptly returned.

8.0 TITLE

- (a) Unless otherwise specified in the Invitation, title to property sold shall vest in the Purchaser when full payment is made. If the Invitation provides for loading by the Seller, title shall not vest until payment and loading are completed.
- (b) A Standard Form 97, Certificate of Release of a Motor Vehicle, (or a State certificate of title) shall be furnished for motor vehicles and motor-propelled or motor-drawn equipment requiring licensing.

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9.0 DELIVERY AND REMOVAL OF PROPERTY

- (a) Unless otherwise specified in the Invitation, the Purchaser shall be entitled to obtain the property upon vesting of title in the Purchaser.
- (b) The Purchaser shall remove the property at his expense. The Purchaser must make all arrangements necessary for packing, removal, and transportation of property. The Purchaser is responsible for transporting purchased property. The Seller will not act as liaison in any fashion between the Purchaser and carrier, nor will the Seller recommend a specific common carrier. However, the Seller will participate in coordinating the pick-up and loading schedule. Loading will only be performed as set forth in the Invitation, and unless otherwise provided in that Invitation, loading will not be performed on Fridays, Saturdays, or Sundays; Federal holidays; or any day that the installation where the property is located is closed.
- (c) The Purchaser shall reimburse the Seller for any damage to government property caused by the Purchaser's removal operations.
- (d) 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 expense within the period of time allowed in the Invitation. If the Seller determines the failure to remove the property within the period of time originally allowed arose out of causes beyond the control and without the fault or negligence of the Purchaser, such determination shall be written, and a reasonable extension of time for removal may be allowed. If the Purchaser is permitted to remove the property after the expiration of the time originally allowed for removal or any additional time allowed by the Seller pursuant to this clause, the Seller, without limiting any other rights that it may have, may require the Purchaser to pay a reasonable storage charge.
- (e) The Purchaser must provide in writing the name of the person or persons authorized to pick up property when that person is other than the original buyer. Items purchased under the Invitation will be released only to the Purchaser or his authorized representative. The authorized representative must furnish authorization from the Purchaser to the Custodian of the property at the property location before any delivery or release will be made. When property is described as being boxed, packed, crated, skidded, or in containers, the Contractor does not warrant that the property, as packaged, is suitable for shipment.
- (f) Segregation, culling, or selection of property for the purpose of effecting partial or incremental removals will not be permitted except as specifically authorized and prescribed by the Seller.
- (g) All pallets, skids, and containers in or on which the property is stored or displayed are not for sale and may not be removed unless specifically provided in the Invitation.

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10.0 DEFAULT

- (a) If the successful Bidder fails to make full payment, remove property by the specified date, or comply with any other terms and conditions of sale, the Seller reserves the right to sell or otherwise dispose of any or all such property and to charge losses (including but not limited to shortfalls in the resale price and storage costs) and incidental expenses to the defaulting Bidder. Bid deposits received (if required in the Invitation) shall be applied against such losses and expenses.
- (b) The Seller will notify the Purchaser, in writing, by certified mail, of event of default, and Purchaser will be given an opportunity to correct all conditions surrounding the default, such period to be determined by the Seller and shall be calculated from the day of the mailing. Failure to correct all conditions will result in the loss, to the Purchaser, of all rights, title, and interest in and to such property against which the default occurred.
- (c) Without limiting any other rights Seller may have, if Purchaser fails to remove the property by the specified date but does so within the cure period, the Seller, may require the Purchaser to pay reasonable storage charges, and all costs incidental to such storing, including handling and moving charges.

11.0 VARIATIONS IN QUANTITY OR WEIGHT

When property is sold on a “unit price” basis, the Seller reserves the right to vary, by up to 15 percent (15%), the quantity or weight listed in the Invitation, and the Purchaser agrees to accept delivery of any quantity or weight within these limits. The purchase price shall be adjusted in accordance with the unit price and on the basis of the quantity or weight delivered.

If an upward adjustment to the purchase price is required, the adjustment amount shall be deducted from the Purchaser’s initial deposit (if any) retained by the Seller. Any balance due to the Seller not covered by the deposit will be invoiced and shall be paid within seven (7) days from the receipt of the invoice. Any balance due to the Purchaser shall be paid within 30 days from the date the adjustment is determined.

12.0 WEIGHING

When weighing is necessary to determine the exact purchase price, the Purchaser shall arrange for and pay all weighing expenses. When removal is by truck, weighing shall be subject to supervision and accomplished on—

- (a) Certified scales or
- (b) Other scales acceptable to both parties.

13.0 RISK OF LOSS

- (a) The Seller is responsible for reasonable care and protection of the property until the date specified for removal. All risk of loss, damage, or destruction from any cause whatsoever shall be borne by the Purchaser after passage of title.
- (b) The Purchaser agrees to reimburse the Seller a sum equivalent to the amount to correct any damage, loss, or destruction resulting from the removal or inspection property by said Bidder or Purchaser, its employees, its representatives, or its agents.

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14.0 LIABILITY

Seller and Government liability, when liability has been established, shall not exceed the refund of any portion of the purchase price already received by the Seller.

15.0 ORAL STATEMENTS

Any oral statement by the Seller changing or supplementing the contract or any condition thereof is unauthorized.

16.0 ELIGIBILITY OF BIDDERS

The Bidder shall certify that the Bidder is not—

- (a) Under 18 years of age;
- (b) A civilian employee of the Department of Defense or the U.S. Coast Guard whose duties include any functional or supervisory responsibility for disposal of contractor inventory;
- (c) A member of the U.S. Armed Forces, including the Coast Guard, whose duties include any functional or supervisory responsibility for disposal of contractor inventory;
- (d) An employee or immediate member of the household of personnel in paragraphs (b) and (c) ; nor
- (e) Included on the list of Parties Excluded from Procurement Programs.

Award shall not be approved to any bidder who is not eligible to enter into a contract with the DoD due to inclusion on the Excluded Parties list.

17.0 CLAIMS LIABILITY

The Purchaser or Bidder agrees to indemnify, defend and hold the Seller and Government harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property of Seller and the Government and any third parties, and injuries to or the death of any and all persons whatsoever, in any manner caused or contributed to by the Purchaser or Bidder, their Contractors, servants, or employees, while in, upon, or about the site on which the property sold or offered for sale is located, or while going to or departing from such areas.

18.0 BID DEPOSIT

- (a) The bid must be accompanied by a bid deposit in the amount of twenty percent (20%) of the offered price. Bids received without the required bid deposit will be rejected.
- (b) Bid deposit payments will be made by personal or business check, certified check, or cashier's check. Personal or business checks must be first-party instruments.

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- (c) In the event of any default by the Bidder or any failure by the Bidder to comply with the terms and conditions of this sales agreement, any deposit made by the Bidder may be applied to any loss, cost, and expense occasioned to the Seller or Government, thereby, including any loss, cost, and expense incurred in selling the property and including any difference between the amount specified in the bid and the amount for which the Seller or Government may sell the property, if the latter amount be less than the former. Deposits accompanying bids which are not accepted will be returned. Deposits of successful Bidders may be applied against the sales agreement price, and upon completion of the sales agreement, any excess of the deposit will be returned to the Bidder.
- (d) Bids and deposits received after the scheduled bid opening time will be rejected.

19.0 WITHDRAWAL OF PROPERTY AFTER AWARD

The Seller or Government reserves the right to withdraw for its own use any or all property identified prior to its removal. In the event withdrawal is made under these conditions, a full refund will be made for any deposits and purchase prices received. The Seller will provide reasonable advance notice to the Purchaser of the withdrawal, in writing, by certified mail and will refund any money paid for the withdrawn property within 30 days from the date such notice is sent.

20.0 REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

The Purchaser agrees to ascertain and comply with all applicable federal, state, local, and multi-jurisdictional laws, ordinances, and regulations pertaining to the registration, licensing, handling, possession, transportation, transfer, export, processing, manufacture, sale, use, or disposal of property listed in the IFB. Purchasers or users of this property are not excused from any violation of such law or regulation because the United States Government has an interest in the property.

21.0 SCRAP WARRANTY

The Purchaser represents and warrants that the property sold as scrap will be used only as scrap, and will not be resold until—

- (a) Scrapping has been accomplished or
- (b) The Purchaser obtains an identical warranty from any subsequent purchaser.