
Attachment # 1

Instruction to Bidders

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SECTION A – INTRODUCTION

A.1 Overview

LATA/Parallax Portsmouth, LLC (“LPP”), a contractor of the U. S. Department of Energy (“DOE” or the “Government”), Portsmouth/Paducah Project Office, Lexington, Kentucky, has a requirement to sell and dispose of DOE’s Off-Specification, Non-UF₆ Uranium Materials (the “Uranium Materials”) presently stored at the Portsmouth Gaseous Diffusion Plant (“PORTS”) near Piketon, Ohio. These Uranium Materials are being offered for sale through a competitive solicitation described in Attachment #1, *Instructions to Bidders*.

The Uranium Materials offered for sale and disposition are organized into twenty-four (24) lots identified in Attachment #2, *DOE Off-Specification, Non-Uf₆ Uranium Materials*. A technical description and characterization summary is provided in Attachment #3, *Technical Descriptions & Summary Characterization Reports*. Attachment #4 contains *Site Visit Information*. A *Model Sales Agreement* is provided in Attachment #5.

Sale of Uranium Materials will be made to the highest rated acceptable bidder(s) for bid quantities up to the maximum available quantity, considering bid amount (\$/MTU) and other relevant factors.

LPP reserves the right to accept more than one bid, or accept a portion of a bid containing more than one lot or a bid for a portion of a lot, in order to maximize value to the Government. LPP also reserves the right to decline any or all bids.

Bids for the Uranium Material where material would be returned to DOE will be considered; however, the evaluation of Bids will reflect a preference for bids that disposition the greatest quantity and/or value of Uranium Materials. LPP reserves the right to adjust quantities and/or schedules to ensure compliance with the Secretary of Energy’s March 11, 2008, Policy Statement on Management of DOE’s Excess Uranium Inventory (see Attachment #6).

The Uranium Materials offered in this solicitation are summarized in the following table:

Material Type	MTU
Uranium Metals	1957
Uranium Oxides	990
Uranium Fluorides	1511
Uranium Solutions	1.453 (11,804 liters)
	4461 MTU

Interested parties should be advised that approximately 8400 drums totaling approximately 245 MTU in Lots 3B, 3C, 11C, 13, 14, and 15C contain fissile fluorides, metals, and oxides in DOT Type A containers that have package certifications which will expire on October 1, 2008. As such, the Bidders proposed delivery schedule may be impacted by repackaging requirements. All costs associated with repackaging of Uranium Materials and containers will be the responsibility of the Bidder.

Submission of a signed Bid is an offer to purchase in accordance with terms and conditions set forth herein.

The Bidder will be responsible for all costs incurred by LPP associated with preparing and loading the purchased material. In addition, the Bidder will be responsible for transporting purchased material from PORTS to its final destination.

A.2 Authority

The sale and disposition of the Uranium Material is authorized under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.).

A.3 Site Visit and Questions

Interested Bidders will have an opportunity to visit the site, attend a presentation, submit written questions and view the Uranium Materials on Wednesday, September 10, 2008 at 10:00 am.. Subsequent questions will be accepted by the LPP Contracting Officer by email only (dmckenzie@lppports.com) until 4pm EDT, Friday, September 12, 2008.

Site visits by foreign nationals are difficult to accommodate and an extended amount of time is required to obtain approval. The proposed schedule for FY 2008 disposition activities is very aggressive. As such, non-U.S. citizens will not be considered for the Site visit. LPP will make every effort possible to address questions and requests for information by non-U.S. citizens.

A.4 Foreign Trade Statistics Regulations and Department of Energy Export Notice

At time of delivery, the Bidder(s) shall have all required permits, licenses (e.g., special nuclear materials, export), and authorizations to take possession of Uranium Materials in compliance with all applicable laws, regulations, and ordinances of the United States and of any State, territory, or political subdivision, as well as with all applicable treaties, conventions and other agreements to which the United States is a party.

The following Foreign Trade and Export Restrictions apply:

- a. The Bidder shall determine any export license requirements, obtain any export license or other official authorization required for export, and carry out any U.S. Customs formalities for the export of any material awarded under this Solicitation.
- b. The Bidder shall comply with United States Bureau of Export Administration F Statistics and Export Administration Regulations as set forth in 15 CFR Parts 30 and 732 (as amended by 65 FR 42556-42575, July 10, 2000 or any subsequent rule making).
- c. If the Bidder is not a United States domestic entity or does not have a physical presence in the

United States, and the material is to be exported, the Bidder shall either:

- (1) Engage a United States forwarding agent or other agent in accordance with 15 CFR 30.4(a) and (c); or
- (2) Engage a United States Order Party, in accordance with 15 CFR 30.4(a)(1)(iii), to conduct all negotiations, correspondence, and arrangements for sale, and to arrange for export of the material purchased.

d. Export Restriction Notice (DOE Personal Property Letter 970-3 Rev 1)

The use, disposition, export and re-export of this property are subject to all applicable U.S. laws and regulations, including the Atomic Energy Act of 1954, as amended; the Arms Export Control Act (22 U.S.C. 2751 et. seq.); the Assistance to Foreign Atomic Energy Activities (10 CFR Part 810); Export and Import of Nuclear Equipment and Material (10 CFR 110); 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, prohibit:

- The making of false statements and concealment of any material information regarding the use or disposition, export or re-export of the property; and
- Any use or disposition, export or re-export of the property which is not authorized in accordance with the provisions of this agreement.

SECTION B – BID AND EVALUATION CRITERIA

B.1 Documentation

Bidders shall organize the following information in the order presented in Section B.1, Documentation. Use Forms B.1 through B.6 provided in Attachment #7, Bid Forms.

- a. B.1, Lot Price Form - Uranium Materials Sale and Disposition
- b. B.2, Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters
- c. B.3, Type of Business Organization
- d. B.4, Persons Authorized to Request Shipment of Material
- e. B.5, Material Use Description
- f. B.6, Restrictions on Disclosure of Use of Data
- g. Bidder's Billing Address
- h. Copies of the most recent income statement, balance sheet, and list of credit references for the company and any other documentation that will verify the financial level of business transactions or other evidence of financial responsibilities. LPP may require the Bidder to submit updated information at any time.
- i. Bidders who have not previously purchased Uranium Materials from DOE within the last 3 years are required to submit documentation that identifies/establishes the clear financial relationships with owners, including any foreign ownership. Such documentation includes, but is not limited to: articles of incorporation, agreements, and financial statements for all affected parties. The Seller will conduct, as necessary, background and security investigations with appropriate government agencies. Foreign ownership, by itself, does not preclude or disqualify a Bidder from obtaining award of a Sales Agreement resulting from this Request for Proposal.
- j. Copies of all required permits, licenses, and authorizations necessary to conduct the proposed activity including proof of compliance with Export and/or Import licenses.
- k. Bidder exceptions to RFP or Proposal Sales Agreement
- l. Bidder statement that the bid is valid for 60 days from the date of submittal. The Bid must be signed by a representative of the Bidder authorized to legally bind the company.

- m. Bidder submitting a Bid as agent for another party shall include written proof that it is authorized to act as agent, but shall tender the Bid in the name of the principal.
- n. Bidder's proposed schedule for taking title and delivery of Uranium Materials at Portsmouth.

B.2 Submittal

Bids shall be submitted by 3:00 pm Eastern Daylight Time, Monday, October 6, 2008. Three (3), double-sided, hard copies of the Bid and the original must be submitted by mail, express mail, or hand delivered enclosed in a sealed envelope and addressed to:

LATA/Parallax Portsmouth, LLC
Attention: Dan, McKenzie, Contracts Manager
3930 US Route 23 South
X-1000 Building
Piketon, Ohio 45661

Request for Proposal RFP 08 LPP-OFF SPEC-01
Bid Due Date: 3:00 pm Eastern Daylight Time, Monday, October 6, 2008
Attention: Dan McKenzie, Contracts Manager

NOTICE TO MAIL ROOM: DO NOT OPEN. THIS IS A PROPOSAL UNDER THE ABOVE-IDENTIFIED SOLICITATION.

B.3 Minimum Bid Quantity

- a. Minimum Bid Quantities are in Metric Tons Uranium (MTU). Delivery will be a function of current packaging. Refer to Form B. 2 provided in Attachment # 7, Bid Forms.
- b. Bids for Uranium Material where material would be returned to DOE will be considered. However, it is LPP's intent to disposition the entire DOE/PORTS Off-Specification, Non-UF₆ uranium inventory as expeditiously as possible consistent with best value to the Government and DOE policies. Bidders are encouraged to develop Bids to facilitate disposition of the entire uranium materials inventory at the best economic value to the Government.
- c. LPP reserves the right to reject any or all Bids, overlook irregularities in a Bid, accept multiple bids, or accept only a portion of a Bid unless expressly precluded by the bidder in their Bid.

B.4 Bid Due-Date, Late Submission, Modification, and/or Withdrawal

- a. Bid Response: Bids are due to LATA/Parallax Portsmouth at one of the addresses listed in Section B.2 above no later than 3:00 pm Eastern Daylight Time, Monday, October 6, 2008.
- b. Any bid, modification or revision that is received after the time specified for receipt of Bids may be rejected as late. The time and date will be stamped on the outer wrapping of the Bid by LPP upon receipt at one of the above addresses.
- c. However, a modification of an otherwise acceptable Bid that makes its price and/or terms more favorable to the Government may be considered at any time prior to contract award.

- d. A Bid may be withdrawn in writing at any time before award by the signatory.

B.5 Evaluation Criteria

LPP will evaluate the bids promptly following the bid response date. There will be no public bid opening. LPP will select the award based on the best value to the Government. LPP will consider bid amount, quantity purchased, potential environmental impacts, and other relevant factors when selecting the successful bidder. Bids for the Uranium Material where material would be returned to DOE will be considered; however, the evaluation of Bids will reflect a preference for bids that disposition the greatest quantity and/or value of Uranium Materials. LPP reserves the right to withdraw any portion of the Uranium Materials offered prior to award and/or schedules to ensure compliance with the "Secretary of Energy's Policy Statement on Management of the Department of Energy's Excess Uranium Inventory".

B.6 Responsiveness of Bids

- a. Bidders that do not fully execute and include in their Bid all documents listed in Section B.1 may be rejected as "non-responsive."
- b. Bids that take exceptions, reject, modify or add any terms, conditions or provisions contained in this Request for Proposals ("RFP) may be rejected as "non-responsive." Any deviations from the contents of this RFP must be explained and justified in detail.
- c. To be eligible for award the Bidder(s) must be determined to be responsive to the RFP requirements and otherwise eligible to receive award . LPP may decline to award to any Bidder(s) in which it does not have a high level of confidence that bidder will comply with all applicable laws and regulations pertaining to the use and disposition of this property.

B.7 Contract Award

A written acceptance of a Bid by the Seller and furnished to the successful Bidder within the time specified for acceptance, shall result in a binding contract incorporating all the terms and conditions of this RFP and the Bid. Bids may be accepted without discussion. Therefore, bidders are advised to submit their best and final bid not later than the due date for bids specified above. However, LPP reserves the right to seek clarifications (e.g. scheduling) and/or to enter into negotiations with some or all Bidders, at its discretion, if deemed beneficial to the Government.

B.8 Bidder Costs

This RFP does not commit LPP, the Government or any representative thereof, to pay any costs incurred in the preparation or submittal of a Bid.

SECTION C – PAYMENT

- a. Payment shall be made to LATA/Parallax Portsmouth, LLC in U.S. dollars.
- b. Payment shall be made prior to the date set for removal of the property.
- c. Payment shall be made by wire transfer to the bank and account designated by LPP in the Sales Agreement.
- d. Fees for parcel post, wire transfers or other delivery costs are the responsibility of the Bidder.
- e. Invoices issued for adjustments for variations in quantity or weight, storage charges, or interest shall be paid promptly.

SECTION D –TRANSFER OF TITLE

D.1 Transfer of Title

Transfer of title to Uranium Material and associated containers will occur at PORTS after verification of all required permits and licenses, receipt of payment in full in accordance with Article VII of the Sales Agreement, and the materials are available for delivery. The Bidder will be responsible for all arrangements and associated costs of Uranium Material removal from PORTS (e.g. transport of material to its final destination).

D.2 Insurance Requirements

The Bidder shall procure, maintain, and require any Contractor or Subcontractor to procure and maintain, during the entire period of performance under this contract, such insurance as stipulated below:

- a. Workers' compensation and employer's liability. The Bidder is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- b. General liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence is essential.
- c. Automobile liability insurance written on the comprehensive form of policy is required. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Subcontract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

D.3 Weights

Weight of record shall be the weights shown on Form B.2, Lot Price Form – Uranium Materials Sale and Disposition.

D.4 Assumption of Risk and Disclaimer of Liability

The Bidder, its assigns or agents, assume full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this material by the Bidder, Bidder's employees, or any person subject to the Bidder's control. The Seller and the Government assumes no liability for any damages to the property of the Bidder or any other person or property, or for any personal injury, illness, disability or death to the Bidder, Bidder's employees or any other person subject to Bidder's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance.

D.5 Regulatory Compliance

Transportation of Off-Specification, Non-UF₆ Uranium Materials is governed by the Hazardous Materials Transportation Act (HMTA), as amended by the Hazardous Materials Uniform Safety Act of 1990, and other acts (49 USC 5101 et seq.). The Bidder is responsible for compliance with this law, and all applicable regulations.

D.6 International Shipping

In addition to other transportation requirements, fissile material packages authorized by applicable Department of Transportation regulations regarding export shall be made in accordance with the conditions of the U.S. Certificate of Competent Authority. Additional regulatory considerations must be taken into account. Additional costs, fees and schedule may be required to accommodate international shipping. The Bidder is responsible for these costs and fees, and compliance with all applicable regulations.

SECTION E - CONTRACT ADMINISTRATION

E.1 Amendments and Modifications

- a. This RFP along with the Bid will be incorporated by reference into a Sales Agreement. A Model Sales Agreement is provided in Attachment #5. Consequently, only changes in terms and conditions of this RFP accomplished by written amendment and acknowledged in writing by the Bidder are valid.
- b. Changes in terms and conditions of the sales agreement shall be accomplished only by written modification signed by the Seller and acknowledged in writing by the Bidder.

E.2 Risk of Loss

- a. After the execution of the Sales Agreement and prior to the receipt of payment of the material, the Government shall be responsible for the care and protection of the material.
- b. After receipt of payment but prior to delivery of the material to the Bidder at PORTS, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.
- c. Upon transfer of title of Uranium Materials at PORTS, all risk of loss, damage, or destruction from any cause whatsoever shall be borne by the Bidder.

E.3 Indemnification and Limitation of LPP and/or Government Liability

The Buyer agrees to indemnify and hold harmless the Seller and the Government from any and all actions, claims, losses, damages, debts, demands, judgments, liabilities, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon (A) loss of or damage to property, including any environmental loss or damage, (B) injuries, illness or disabilities to or death of any and all persons whatsoever, including members of the general public, or (C) loss or damage to any property of any legal or political entity including State, local, and interstate bodies, in any manner caused by or contributed to by the Buyer, its agents, subcontractors, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the Uranium Materials are located, or while the Uranium Materials are in the possession of or subject to the control of the Buyer; its agents, subcontractors, servants, or employees after the Uranium Materials have been removed from the control of the Seller and the Government. Whether due to negligence or not of the Buyer, the Buyer agrees to reimburse the Seller and the Government for any legal fees or expenses (including salaries of attorneys) incurred by the Seller and the Government in defending any and all claims or suits against the Seller or the Government, whether well-founded or not, in any way whatsoever alleged to have arisen from the acts or omissions of the Buyer, its agents, servants, employees, or any person subject to its control.

In any case where liability of the Seller or the Government to the Buyer has been established, the measure of the Seller's or the Government's liability shall not exceed a refund of whatever portion of the purchase price that the Buyer has paid.

E.4 Disputes

- a. If a dispute arises out of or relates to the RFP or the Sales Agreement awarded under this RFP, or the breach, termination, or validity thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Rules in effect on the date of the Agreement before resorting to arbitration or litigation, as set forth below.
- b. In the event the parties are unable to resolve their dispute by negotiation or non-binding mediation, as provided for in paragraph A, above, any claim or controversy arising out of or relating to this RFP or the Sales Agreement awarded under this RFP, or the breach, termination, or validity thereof, shall first be determined by non-binding arbitration in Columbus, Ohio in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement by a single arbitrator. The arbitrator shall base any award on the RFP, the Agreement, and applicable law and judicial precedent and shall accompany the award with a written explanation of the reasons for the award. The arbitration shall be governed by the substantive laws of the State of Ohio and the United States of America applicable to contracts made and to be performed therein.
- c. Unless both parties otherwise agree, completion of non-binding arbitration under paragraph B, above, shall be a condition precedent to the initiation of litigation in a court of law. Any litigation or lawsuits commenced or filed without both parties' consent prior to completing non-binding arbitration shall be subject to a stay pending non-binding arbitration. The parties hereby consent to the jurisdiction of the United States District Court for the Southern District of Ohio as the court in which a motion to compel non-binding arbitration may be brought.
- d. Any lawsuits with respect to, in connection with, or arising out of this RFP or the Sales Agreement shall be brought in the United States District Court for the Southern District of Ohio and the parties consent to the jurisdiction and venue of such court as the sole and exclusive forum, unless such court is unavailable, for the resolution of any claims or controversies arising out of or relating to the RFP or the Sales Agreement, or the breach, termination, or validity thereof.
- e. Subject to terms of the Sales Agreement, the dispute resolution procedures set forth in this clause shall be exclusive.

E.5 Default

- a. (1) LPP may, by written notice of default to the successful Bidder, terminate the Sales Agreement if the Bidder fails to:
 - (i) Make payment and remove the material within the time specified in the Sales Agreement;
 - (ii) Remove the material within the time specified in the Sales Agreement whether or not payment has been made;
 - (iii) Make progress, so as to endanger performance of the Sales Agreement; or
 - (iv) Perform any of the other provisions of the Sales Agreement.
- (2) LPP's right to terminate the Sales Agreement under a.(1)(iii) and a.(1)(iv) above, may be exercised if the Bidder does not cure such failure within 10 days (or more if authorized in

writing by the LPP's Contracting Officer) after receipt of the notice from the LPP's Contracting Officer specifying the failure. Upon the Bidder's failure to cure such default within that period (or such further period as the LPP's Contracting Officer may allow), the Bidder shall lose all right, title, and interest which it might otherwise have acquired in and to the material as to which a default has occurred.

- (3) If at any time prior to the expiration of the Sales Agreement, the Bidder makes it clear either by words, actions or circumstances, that the Bidder is unwilling or unable to perform under the Sales Agreement, LPP shall not be required to furnish the Bidder notice specifying the failure under the sales agreement prior to exercising its right to terminate the contract for default and seek damages.
- b. If LPP's Contracting Officer terminates the Sales Agreement for default, the Bidder shall be held liable for damages as described below. However, in no event will damages exceed the original sales agreement price.
- c. If LPP's Contracting Officer terminates the Sales Agreement for default, it may subsequently resell the material for the Bidder's account, under the terms and in the manner the LPP's Contracting Officer considers appropriate, and assess the Bidder the difference between the sales agreement price and the price obtained on resale. In no event will the Bidder be refunded any money if LPP's Contracting Officer obtains a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that LPP does not resell the material within 12 months, the Bidder may be held liable for the full sales agreement price for the quantity of material on which the default has occurred.
- d. If, after termination, it is determined that the Bidder was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of LPP or the Government.
- e. The rights and remedies of LPP and the DOE in this clause are in addition to any other rights and remedies provided by law or under the Sales Agreement.

E.6 Termination for Convenience by LPP

- a. LPP, by written notice, may terminate the Sales Agreement and withdraw the material from sale prior to removal of the material from LPP's control, in whole or in part, at LPP's convenience when in their sole discretion it is in LPP's or the Government's interest. If the Sales Agreement is terminated, LPP shall be liable only for the refund of the sales agreement price of the withdrawn material or such portion of the sales agreement price as it may have received plus simple interest at the rate established by the Secretary of the Treasury.
- b. In addition to any other rights the Seller may have, the Seller reserves the right, at no cost to the Seller, to terminate or suspend this Sales Agreement in whole or in part, by written notice to the successful Bidder, in the event (i) the Bidder's (or Bidder's contractor(s) or agent(s)) right to possess uranium expires or is suspended or terminated by *any* authority having power to take such action; (ii) the Bidder shall fail to perform its obligations hereunder, and shall fail to take corrective action as specified herein, unless such failure arises out of causes beyond the control of and without the fault or negligence of the Bidder, its contractors or agents; or (iii) bankruptcy or insolvency proceedings are commenced by or against the Bidder, or if receivers are appointed to take possession of the business of the Bidder.

- c. The rights and remedies of Seller in this clause are in addition to any other rights and remedies provided by law or under the Sales Agreement.

E.7 Excusable Delays

- a. In the event either party should be prevented from performing under the Sales Agreement by reason of any unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, sovereign acts of the United States, acts of a foreign government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, performance under the sales agreement shall be suspended in whole or in part until the cause ceases to exist and thereafter the time for fulfillment of the sales agreement shall be extended by the length of time during which the cause prevented performance under the agreement.
- b. The successful Bidder shall notify Seller, in writing, of the nature and extent of the excusable delay condition promptly after the commencement thereof, but in any event prior to out-loading of the material from the storage location from which it is to be shipped. The Bidder shall notify Seller, in writing, within ten (10) calendar days when the excusable delay condition ceases to exist.
- c. Upon request of the Bidder, Seller shall ascertain the facts and extent of the failure. If the Seller determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, *provided however* that nothing herein shall be construed to limit the right of the Seller to terminate or suspend this Sales Agreement in accordance with Article XIV. .

E.8 Covenant Against Contingent Fees

- a. The successful Bidder warrants that no person or agency has been employed or retained to solicit or obtain the sales agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, LPP shall have the right to annul the sales agreement without liability or, in its discretion, to add to the sales agreement price or consideration, or otherwise recover, the full amount of the contingent fee.
- b. "Bona fide agency," as used in this paragraph, means an established commercial or selling agency, maintained by a Bidder for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain contracts nor holds itself out as being able to obtain any contract through improper influence.
- c. "Bona fide employee," as used in this paragraph, means a person, employed by a Bidder or subject to the Bidder's supervision and control as to time, place and manner of performance, who neither exerts nor proposes to exert improper influence to solicit contracts nor holds out as being able to obtain contracts through improper influence.
- d. "Contingent fee," as used in this paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a contract.
- e. "Improper influence," as used in this paragraph, means any influence that induces or tends to induce an employee or officer to give consideration or to act regarding a contract on any basis other than the merits of the matter.

E.9 Warranties

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- a. All Uranium Materials are offered and shall be sold “as is.”
 - b. LPP and the Government make no representation as to form of material or accuracy of characterization and other data relative to the material (e.g., weight).
 - c. Neither LPP nor the Government warrant (expressed or implied) the quality or usability of the Uranium Materials.

SECTION F – DEFINITIONS

- a. “GDP” or “Gaseous Diffusion Plant” means the enrichment plant at Piketon, Ohio. This plant is owned by the DOE.
- b. “Uranium Materials,” “Materials,” “materials,” and “material” means unless otherwise specified the property being disposed of and sold under this Sales Agreement. Uranium Materials are DOE’s Off-Specification, Non-UF₆ Uranium Materials which include (i) Uranium Metals; (ii) Uranium Oxides; (iii) Uranium Fluorides; and (iv) Uranium Solutions for physical transfer of possession to Bidder as provided in Article V.
- c. “Bidder” means the bidder that has submitted a bid under this RFP, and all persons acting or purporting to acts on its behalf.
- d. “Seller” means LATA/Parallax Portsmouth, LLC (“LPP”).
- e. “Government” means the U.S. Department of Energy.
- f. “Sales Agreement” or “Agreement” means this Sales Agreement and any and all amendments thereto.