

91QSCI-15-080 #301
ADDITIONAL SPECIAL TERMS AND CONDITIONS

INSPECTION: The property custodian is not at location. The property is located at Oneiga Total Integrated Enterprises 5972 S. District Blvd, Maywood, CA 90270. Inspection schedule is as follows: **BY APPOINTMENT ONLY, 24 HOURS ADVANCE NOTICE REQUIRED** (EXCLUDING FRIDAY AND WEEKENDS) from 8:00 AM through 3:00 PM. Appointments can be arranged by contacting Brian Hendron at (562) 668-4429.

The successful bidder or his/her designee must remove all property. **No sorting or segregating of any property will be permitted on government property.** At no time will the successful bidder resell items purchased without first removing such items from Government facilities.

LOADING: The government is not responsible for loading. The government is not responsible for securing loads. The buyer assumes full responsibility for safe loading and compliance with all provisions for safety and fire protection in loading and transporting such equipment and agrees to indemnify and hold seller and its employees harmless for any and all claims, damages, or any other claims arising out of such loading operations and subsequent transportation of such equipment or property.

All material prepared for removal must be secured in or on the transport vehicle in a manner that will ensure the item(s) of cargo are immobilized during movement. Appropriate blocking, bracing, and tie-down devices must be employed to ensure the item(s) of cargo will not shift during normal transport conditions. All devices used to secure items of cargo must be in proper working conditions to fulfill the intent of this requirement.

HAZARDOUS PROPERTY: The Government cautions that the subject item, material or substances, or one or more components, parts, constituents or ingredients thereof may be corrosive, reactive, ignitable or exhibit other hazardous or toxic properties. The Government assumes no responsibility for any damage to the property of the purchaser, to the property of any person, or to public property, or for any personal injury, illness, disability or death to the purchaser, purchaser's employees, or any other person subject to purchaser's control or any other person including members of the general public, or for any other consequential damages arising from or incident to the purchase, use, 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. The purchaser agrees to hold harmless and indemnify the Government for any and all costs and expenses incurred incident to any claim, suit, demand, judgment, action, debt, liability costs and attorney's fees or any other request for money or any other type of relief arising from or incident to the purchase, use, processing, disposition, subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

DISPOSITION AND USE OF HAZARDOUS PROPERTY: Purchasers represent, warrant, and certify to the United States Government that they will use and ultimately dispose of any hazardous property purchased under this Invitation for Bid as stipulated under applicable local, national, and international laws and regulations.

TRANSPORTING HAZARDOUS MATERIALS: The transport of hazardous materials is governed by Department of Transportation Hazardous Materials Regulations (Title 49, Code of Federal Regulations, Parts 100-189). The Purchaser is responsible for certifying to the DOT that such hazardous materials are properly classified, described, packaged, marked and labeled and are in a condition safe to transport based on the Purchaser's own examination of the material.

Purchasers who transport hazardous materials located outside of the United States must also comply with the transportation regulations applicable to the foreign country these shipments are transported in or through.

GOVERNMENT'S RIGHT OF SURVEILLANCE:

- a. The Government reserves the right to conduct inspections of the Purchaser's and/or its agent's representatives, assignee's and/or vendee's transportation conveyances and/or equipment utilized to effect removal of the property purchased under this Invitation for Bid. Such actions may be accomplished prior to, during and/or subsequent to removal of the property from Government premises. The Purchaser shall furnish Government employees, or authorized representative with the free access and reasonable assistance required to conduct such inspections.
- b. The Government reserves the right to conduct inspections of treatment, storage and disposal facilities of the Purchaser, its agent, representative, assignee and vendee including the equipment, instrumentalities, and records thereof. Such action may be accomplished prior to, during and subsequent to removal of property from Government premises. The Purchaser shall furnish Government employees, or authorized representative with free access and assistance as requested to conduct such inspections.
- c. Where the Purchaser transfers any property acquired under this contract to a third party, the Purchaser warrants that by the terms of that transfer, the Government shall retain all rights and privileges conferred upon it by parts a and b of this clause.

STOP WORK ORDERS: The GSA Sales Contracting Officer, or designated representative shall have authority to stop all or any part of the operation, if, in their opinion, damage is occurring to facilities, resources, or work performed in an unsafe manor. Work methods shall be changed to prevent further damage or unsafe conditions.

CHANGE IN CONTRACT REQUIREMENTS: The Contracting Officer may, at any time, by written order to the Purchaser, make changes in the method by or extent to which the property will be removed, scrapped, mutilated, or demilitarized, including the movement, dismantling, or disposition of the property. When a change causes an increase or decrease in the Contractor's performance cost or market value of the property, an equitable adjustment will be made to the contract. Claims for this adjustment must be submitted, in writing, by the Purchaser within 30 days from the date notification of the change was provided to the

Purchaser, unless the Contracting Officer grants an extension to the final date of performance under the contract. If both parties fail to agree upon an equitable adjustment, the dispute shall be processed under the "Disputes" clause of the contract. Nothing provided in this clause shall excuse the Purchaser from proceeding with the performance requirements stipulated under this change.

INSURANCE REQUIREMENTS: The buyer shall provide to the seller (upon request) all insurance documentation necessary to fully protect the U.S. Government from all claims. The buyer may be required to furnish certificates of such insurance before commencing removal. The limits of the insured's liability listed below are minimum requirements and will not be deemed to limit the buyer's liability to the seller.

1) Worker's compensation in accordance with the law of the state of California. Buyers who carry workers compensation in states not having reciprocal agreement with the state of California must also insure with the California State Industrial Insurance System prior to the initiation of the removal operation.

2) Public Liability, other than auto:		
Bodily Injury	One person	\$ 100,000.00
	One Occurrence	\$ 300,000.00
Property Damage	One Accident	\$ 250,000.00
	Aggregate	\$ 500,000.00
3) Auto Public Liability:		
Bodily Injury	One person	\$ 15,000.00
	One Occurrence	\$ 30,000.00
Property Damage	One Occurrence	\$ 5,000.00

The above specified minimum insurance requirements , as shown in the table, will be enforced and copies of proof of insurance will be provided to the seller prior to actual removal and **must** be maintained in full force until completion of removal. The required amount of insurance to be carried by the buyer under this section may be changed upon the seller's written notice to the buyer.

EXPORT RESTRICTION NOTICE: The use, disposition, export and reexport of this property is subject to all applicable U.S. laws and regulations, including the Atomic Energy Act of 1954, as amended, the Arms Export Control Act (22 USC 2752 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 statement 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.

DISMANTLING OR MODIFICATION: The buyer will be responsible for any dismantling or modification of vehicles, equipment, or material required to fit buyer-furnished transportation.