

**LAWRENCE LIVERMORE NATIONAL LABORATORY  
"SPECIAL CONDITIONS"  
"SEALED BID"**

**THIS SALE IS TO BE HELD IN ACCORDANCE WITH THE PROVISIONS OF STANDARD FORM 114C (SALE OF GOVERNMENT PROPERTY GENERAL SALE TERMS AND CONDITIONS), STANDARD FORM 114C-1**

**SF-114C SALE OF GOVERNMENT PROPERTY GENERAL SALE TERMS AND CONDITIONS IN STANDARD FORM 114C-1**

References to the "Government" in the SF-114C associated with the "Invitation for Bids" except as used in Paragraph 23, shall be deemed to include Lawrence Livermore National Laboratory (LLNL).

With respect to Paragraph 2 of the SF-114C associated with the "Invitation for Bids", the description of the property is based on the best information available to the LLNL Sales office.

With respect to Paragraph 19 of the SF-114C associated with the "Invitation for Bids", a bid for proposal will not be considered for award if any provisions of paragraphs 19(a)(1), (a)(3) or (b) have been deleted or modified.

**ELIGIBILITY OF BIDDERS**

Bidders must be 18 years of age. Employees of other government agencies or Lawrence Livermore National Laboratory may bid unless restricted by their own agency's regulations. If the bidder is an employee of the U.S. Department of Energy/NNSA or Lawrence Livermore National Laboratory, they hereby represent that they:

- (a) have not participated in the seller's determination to dispose of the property,
- (b) have not participated in the preparation of the material for sale,
- (c) have not participated in determining the method of this sale,
- (d) have not acquired information not otherwise available to the general public regarding usage, condition, or value of the property.

**CALIFORNIA SALES TAX**

California Sales Tax of 9.75% will be added and collected unless an Exemption Certificate or other evidence of exception is furnished prior to award.

**BIDDING PROCEDURES**

All bidders must fill out an original Lawrence Livermore National Laboratory (LLNL) bid sheet and mail it to the following address:

Lawrence Livermore National Laboratory  
Attn: John Elliott, L-662  
P. O. Box 808  
Livermore, CA 94550  
FAX # (925) 422-5509

Bidders may email, fax, hand carry, use Lab mail or US mail to submit the bid for consideration.

**THE SALES MANAGER'S DECISION IS FINAL**

LLNL reserves the right to reject any and all bids. In the event of a rejection, the item may be re-offered during the course of another sale. Rejection of a bid may be a result of the item not meeting the upset value. Upset value is not public information. LLNL reserves the right to cancel any agreement at any time by written notice.

### **IMPORTANT INFORMATION TO BIDDERS**

Bidders are cautioned to bid only on those items they are prepared to pay for and remove in accordance with the terms and conditions of the sale. All items are awarded to the highest bidder and must be paid for and removed within the time period specified in the notice of award. The bidder agrees that in the event he/she fails to pay for the property, or remove the property within the prescribed period of time, they shall lose all rights, title and interest, which might otherwise have been acquired in and to such property, unless other arrangements have previously been made with LLNL.

### **CONSIDERATION OF LATE BIDS, MODIFICATIONS, OR WITHDRAWALS**

It is the bidder's responsibility to ensure the timely arrival of bids, modifications or withdrawals at the designated place set forth in the Invitation for Bid (IFB). No late bids will be accepted. No modifications to bids will be accepted. Withdrawal will be at the sole discretion of the LLNL Sales Manager.

### **REVOCAION OF AWARD**

The bidder warrants that he/she is not delinquent on any payment of any debt due to the United States Government resulting from a prior purchase of Surplus Personal Property. In the event the Lawrence Livermore National Laboratory determines, after award, that the bidder has breached warranty, the Government shall have the right to annul the contract without liability.

### **FORMS OF PAYMENT**

Only VISA, MasterCard, cashier's, personal checks, or business checks, will be accepted. Full payment is required before removal of the property, with the exception of term sales which are billed monthly. Checks are to be made payable to: Lawrence Livermore National Security, LLC – LLNS

### **ORAL STATEMENTS AND MODIFICATIONS**

Any oral statement or representation by any representative of the U.S. Government or LLNL, changing or supplementing the offering or contract or any condition thereof, is unauthorized and shall constitute no right for the bidder or purchaser.

### **DISPUTES**

Any contract resulting from this offering is subject to the Contract Disputes Act of 1978, Public Law 95-563. The current "disputes act" is hereby incorporated by reference. Copies of this information is available upon request from the LLNL Sales Office conducting this sale.

### **WITHDRAWAL OF PROPERTY**

LLNL reserves the right to make withdrawals of property offered for sale prior to removal. In the event of a withdrawal under this condition, LLNL shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

### **INSPECTION**

Bidders are encouraged to perform a thorough inspection of the property thus relying exclusively on their findings, observations, and conclusions in preparation and offering of bids. The item descriptions provided in this offer are narrative in content. LLNL neither implies nor guarantees a specific quantity or quality of material under this solicitation; all amounts, lengths, diameters, thickness and weights are estimates and are to be considered as estimates for bid evaluation purposes only.

All property sold under this agreement is offered for sale "as is, where is" and without recourse against LLNL, LLNS or the U.S. Government. LLNL does not sell hazardous waste as scrap. Parts containing oil are routinely drained before scrapping; however, from time to time these parts may contain a small amount of oil film or residue.

### **ENVIRONMENTAL, SAFETY, AND HEALTH**

In performing work under this purchase contract, the buyer shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable

for the safe performance of work. The Buyer shall exercise a degree of care commensurate with the work and the associated hazards. The Buyer shall ensure that management of environment, safety, and health (ES&H) functions and activities becomes an integral but visible part of the Buyers work planning and execution process.

The Buyer shall comply with, and assist LLNL in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in this contract. The Buyer shall cooperate with LLNL, Federal and non-Federal agencies having jurisdiction over ES&H matters under this Contract.

The Buyer shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements. If the Buyer fails to provide resolution or if, at any time, the Buyer's act or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, LLNL may issue an order stopping work in whole or in part. Any stop work order issued by LLNL under this clause shall be without prejudice to any other legal or contractual rights of LLNL or the U.S. Government. In the event that LLNL issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of LLNL.

The Buyer shall not be entitled to an extension of time or additional fee or damages by reason of, or in the connection with, any work stoppage ordered in accordance with this clause. The Buyer is responsible for its employees' compliance with the ES&H requirements applicable to this Contract, as well as any of its lower tier subcontractors performing under this contract.

The Buyer shall immediately report to LLNL any occupational injury, illness, or release of hazardous material into the environment, associated with performance under this contract. In addition, the Buyer shall cooperate with LLNL and provide a written report of the incident (e.g., a First Report of Injury).

The Buyer shall allow LLNL access to all Buyer's injury or illness prevention plans established, or which are required by law to be established.

Buyer supplied containers must comply with all State and Federal Regulations governing the quality and condition of the containers for safe delivery, pick-up, and loading of material. LLNL reserves the right to reject any container deemed unsuitable for safe delivery, pick-up, or loading of material. Each container must have posted tare weights clearly marked on each container. Posted tare weights must be accurate and at LLNL's discretion, the Buyer supplied containers may be weighed to establish accuracy of posted tare weights. Failure to post and maintain accurate tare weights will be grounds for contract termination.

The Buyer shall take all reasonable precautions and assume all liabilities in removal activities to protect the health and safety of all people and to minimize hazards to life and property. The Buyer shall comply with applicable requirements of the latest revisions of the standards set forth by the U.S. Department of Transportation motor carrier safety regulations, Title 49. The Seller shall not be liable to the Buyer for any delays or additional costs incurred by the buyer in complying with required health and safety regulations. The buyer accepts all liability for injury or property damage irrespective of such inspection by LLNL health and safety services.

### **INDEMNIFICATION**

The U.S. Government and LLNL make no warranty regarding the material/equipment sold. The Buyer shall defend, indemnify and hold harmless LLNS and the U.S. Government, their officers, employees and agents from and against all losses and expenses (including costs of attorney's fees), damages and liabilities of any kind resulting from or arising out of this Contract and/or the Buyer's performance hereunder (including but not limited to injury or death of any person or damage or loss of property), provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of the Buyer, its officers, employees, agents, lower-tier subcontractors, or anyone directly or indirectly employed by them, or any person or persons under the Buyer's direction and control.

## **VEHICLE OPERATION**

Buyer's personnel operating any vehicle on LLNL-controlled sites are required to possess a valid driver's license issued by the State of California or other state, if appropriate. Buyer's personnel must be trained and possess the ability to operate Buyer supplied equipment. In addition, all vehicles shall be operated in a safe manner, in accordance with the California Motor Vehicle Code, and in compliance with the posted traffic regulations of LLNL, including parking restrictions. LLNL reserves the right to stop work if Buyer's personnel exhibit a lack of knowledge in the operation of Buyer supplied equipment. Failure to comply with these requirements may result in LLNL revoking the on-site driving privileges of the offending Buyer personnel.

## **AIR POLLUTION CONTROL DEVICES**

The buyer of any vehicle from the U.S. Government is responsible for having air pollution control devices installed and obtaining a certificate of compliance from the appropriate state registration official.

### **Off-Road Diesel:**

***"When operated in California, any offroad diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:***

***<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.***"

### **On-Road Diesel:**

***"An on-road heavy-duty diesel or alternative-diesel vehicle operated in California may be subject to the California Air Resources Board Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles. It therefore could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:***

***<http://www.arb.ca.gov/dieseltruck>.***"

## **Stationary Compression Ignition (CI) Engines (Diesel):**

Effective October 18, 2007, title 17, California Code of Regulations (CCR) Section 93115 has been amended, in part to read:

**Definitions: New or New CI Engine means the following:**

**93115.4(50) (A) a stationary CI engine installed at a facility after January 1, 2005, including an engine relocated from an off-site location after January 1, 2005, and**

**93115.6(3) New Engines: As of January 1, 2005, except as provided in section 93115.3, no person shall sell, offer for sale, purchase, or lease for use in California any new stationary emergency standby diesel-fueled CI engine that has a rated brake horsepower greater than 59 unless it meets the following applicable emission standards and no person shall operate any new stationary emergency standby diesel-fueled that has a rated brake horsepower greater than 50 unless it meets all of the following applicable operation requirements and emissions standards specified in CCR 93115.6(a)(3)...**

**ANY STATIONARY CI ENGINE, INCLUDING STANDBY GENERATORS ARE DEFINED BY THE CALIFORNIA CODE OF REGULATIONS, AND ARE OFFERED FOR SALE AS "SALVAGE" ONLY.**

## **AWARD NOTIFICATION**

### **Vehicle Title**

Standard Form 97 (United States Government Certificate of Release of a Motor Vehicle) will be issued to the buyer of each motor vehicle sold. It is evidence of title only, to be used by the buyer to obtain a property state motor vehicle registration.

### **Non-Vehicle**

Successful bidders will be notified by LLNL through an award letter.

## **REMOVAL**

Property must be removed within time period specified in the notice of award. The buyer must make all arrangements necessary for packing, loading, and transporting of property. LLNL reserves the right to stop work, at any time, if operations or activities are deemed unsafe and/or pose a danger to personnel, equipment, or the environment. Lawrence Livermore National Laboratory must be notified, in advance, to schedule removal times. Loading will be strictly on a scheduled basis due to the confined loading area. To obtain an appointment for removal, contact: Dave Sieg at (925) 422-8842. Buyers are hereby notified that they will be turned away if a removal time has not been previously scheduled. Entrance to this facility is controlled at all times. The buyer and any accompanying individuals must have a valid driver's license, be 18 years of age and must be a U.S. citizen. Failure to meet these requirements will result in denied entrance. A buyer designated representative must be authorized, in writing, to take delivery of awarded item(s)/lots(s) and have a copy of the bidder's paid receipt. Buyer must have made payment to the Lawrence Livermore National Laboratory Sales Material Handler prior to removal of property.

## **LOADING**

Lawrence Livermore National Laboratory will load open top conveyance or tail gate only (unless specified in IFB). Lawrence Livermore National Laboratory is not responsible for securing, any loads. The Buyer assumes full responsibility for the safe loading and compliance with all of the safety regulations in loading and transporting such equipment. The Buyer also agrees to indemnify and hold Seller and its employees harmless for any and all claims, damages, or any other claims arising out of loading operations and subsequent transportation of equipment or property.

## **LOADING TIMES**

Lawrence Livermore National Laboratory will load between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday (excluding holidays). Loading times will be strictly followed. (See removal section). As a result of the confined loading area, Lawrence Livermore National Laboratory personnel will load only one buyer at a time. Other buyers will await their scheduled times in the parking lot outside of the loading area. Buyers who have not scheduled a pick-up time and show up at LLNL will be denied access.

## **SECONDARY CONTAINMENT**

All equipment requiring secondary containment, as described in the IFB, will be furnished by the buyer for transport per U.S. Department of Transportation motor carrier safety regulations, Title 49. Secondary containment is the property of LLNL and is not considered part of the item. LLNL will remove all secondary containment before the property is removed from LLNL.

## **DISMANTLING OR MODIFICATION**

The Buyer will be responsible for any dismantling or modification of vehicles, equipment or material required for loading into buyer-furnished transportation.

## **SELLING AND EXCHANGING AWARDED PROPERTY**

The selling and exchanging of awarded property between buyers will not be allowed on Lawrence Livermore National Laboratory property.

## **ACCESSING THE FACILITY**

All persons and vehicles are subject to search upon entering Lawrence Livermore National Laboratory site by the Lawrence Livermore National Laboratory Security Department. The bidder and any accompanying individuals must have a picture ID, be a U.S. citizen and must be 18 years or older. Those individuals operating any motor vehicle must also have a valid driver's license.

**BANNED ARTICLES**

No person entering the Lawrence Livermore National Laboratory site will be authorized to have in his or her possession any visual or sound recording device. Those items are, but not limited to; still and movie cameras, video recorder cameras, tape recorders, etc. Prohibited articles also include; pets, firearms, ammunition, fireworks, explosives, non-prescribed drugs, alcoholic beverages, knives with blades in excess of three inches, or any other dangerous weapons.