MMR is accepting bids on behalf of a major oil company for the following material (IRC-19-014)

18G Warehouse

 Taft, CA.
 661-535-9979

 <u>There won't be a pre-scheduled walk-thru' for this material.</u>
 *You may contact the site 24 hours in advance to coordinate a viewing if desired.

 *YRequired PPEs (Personal Protective Equipment):
 **

Hard hat, long-sleeve & long-leg FRC's, steel-toe boots, gloves, & safety glasses w/side shields.

Warehouse Materials Bolts, Electrical, Filters, Fittings, Gaskets, Gauges, Valves & Kits, Plate Steel, Etc.

PLEASE SEE THE PICTURES AND INVENTORY FOR MORE DETAILS.

INSURANCE REQUIREMENTS ARE ON ATTACHMENT A & MUST BE MET FOR BID OFFER TO BE CONSIDERED.

*** <u>IMPORTANT</u>: WINNING BIDDER(s) MUST BE ABLE TO MOVE ALL INVENTORY AWARDED TO THEM WITHIN A 10-DAY TIMEFRAME AFTER THEIR AWARD IS ISSUED ***

Please include Tax Resale Certificate with your Bid

Subject material to be sold on "AS IS / WHERE IS" basis.

SELLER reserves the right to reject any or all bids. Only the successful bidder will be notified of awards. Payment is by Cashier's Check or Wire Transfer and due upon receipt of notification of award. All sales will be charged sales tax unless payment for material is accompanied by resale tax exemption certificate. Equipment to be removed from property within ten (10) days at buyer's expense. Seller description of material is based on the best available information, seller provides no express warranties and/or guarantees as to the quantity, quality, and/or fitness for any use or purpose.

Bid Close Date:

All questions concerning this Bid Package should be directed to Michael Beith at (661) 535-9979 or Kay Landefeld at (281) 944-4244 michaelb@materialmg.com or kayl@materialmg.com

| Material Management Resources, Inc. Fax: (281) 944-4218 Phone: (661) 535-9979 | | Company | Company | |
|---|---------------|----------------|---------|--|
| | | Name | | |
| | | Street Address | | |
| Contact: | Michael Beith | City | State | |
| Date: | 11/4/2019 | Zip | Phone | |
| | | E-mail | | |



Material is located at



\$

Contact: Michael Beith

(only successful bidder will be notified)

WE SUGGEST THAT YOU MAKE AN APPT. TO VISIT THE SITE TO ENSURE THE MATERIALS MEET YOUR REQUIREMENTS

2:00 PM Central Time

November 20, 2019



Phone: (661) 535-9979 Fax: (281) 944-4218

> 1304 Langham Creek, #200 Houston, TX 77084

www.materialmg.com

IRC-19-014

ATTACHMENT A INSURANCE - REQUIREMENTS

Buyer shall provide the following insurance for Buyer's operations extended to protect the Seller, Its co-owners and joint ventures during the term of this agreement. (a) Workmen's Compensation and Occupational Disease insurance for all jurisdictions applicable to any work to be performed covering seamen and all persons employed by Buyer for services to be performed under this Agreement and, when applicable, shall include full coverage for maritime obligations, the United States Longshoremen's and Harbor Worker's Compensation Act, Outer Continental Shelf Lands Act, the Jones Act, and Death on the High Seas Act.

(b) Employer's Liability and Disease insurance, not less than \$1,000,000 per occurrence.

(c) Comprehensive General Liability insurance covering all services performed under this Agreement, including coverage for liability assumed in this Agreement, not less than \$1,000,000 per occurrence.

(d) Automobile Liability insurance covering all owned, non-owned, and hired motor vehicles used in connection with services under this Agreement, not less than \$1,000,000 per occurrence. If the Work involves the transportation of Hazardous Materials, MCS-90 endorsement shall be included.

(e) If the performance of this Agreement or any of the Commercial Terms requires the use of aircraft owned or leased by either Party (including helicopters), that Party shall carry, or require the owners of such aircraft to carry All Risk Hull Insurance in an amount equal to the full replacement value of the aircraft, and Aviation Liability Insurance, including Passenger Legal Liability, with a limit not less than U.S. \$100,000,000 covering bodily injury and property damage.

(f) If the performance of this Agreement requires the use of watercraft owned or leased by either Party, that Party shall carry or require the owners of such watercraft to carry Hull and Machinery (including Collision Liability) Insurance in an amount not less than the full replacement value of the watercraft, and Protection and Indemnity Insurance including excess collision liability in the amount of not less than U.S. \$25,000,000. This insurance shall provide that a claim "in rem" shall be treated as a claim against the employer. Party shall also carry Vessel Pollution insurance in the amount of not less than U.S. \$25,000,000.

(g) If the Work includes the use, manipulation, transportation or disposal of any Hazardous Materials from or on Work sites, Gradual Pollution Liability with a minimum insurance limit of U.S. \$10,000,000 per occurrence, covering bodily injury and property damage.

(h) When applicable, Protection and Indemnity (P&I) insurance including excess collision liability with a minimum limit of \$1,000,000 or the actual value of the vessel, whichever is greater, on each vessel owned and/or chartered by Buyer and used in connection with services under this Agreement. In lieu of P & I insurance, the Comprehensive General Liability Policy may be amended to include coverage for operation of vessels.

(i) When applicable, Hull and Machinery insurance, including full collision liability, in an amount equal to the value of each vessel owned and/or charted by Buyer and used in connection with services under this Agreement.

(j) Property insurance for the full value of all other property owned or rented by Buyer and used in connection with services under this Agreement. The liability of Buyer under the indemnity and hold harmless provisions hereof shall not be limited to or by the insurance Buyer is required to provide. SUBROGATION - Unless prohibited by law, all policies of insurance pertaining to work performed under this Agreement held or obtained by Buyer and each subcontractor, whether required by this Agreement or not, shall state that the underwriters or insurers waive any and all claims against Seller, its said co-owners and joint ventures, and its and their officers, directors, agents, employees and invitees, for injuries, deaths, losses, or damages covered by such policies. Buyer shall furnished Seller with certificates in evidence of the above insurance which shall also provide that the insurance will not be materially changed or cancelled before thirty (30) days written notice to Seller.

(k) ADDITIONAL NAMED INSURED - Buyer shall cause the insurance company to name Seller as an additional insured on all of the above insurance pertaining to work performed under this Agreement except for Workmen's Compensation and Employer's Liability. BUYER's insurance shall be primary.

(I) Any insurance required by a Governmental Requirement.

The above insurance coverage's and limits may be insured through primary or excess layers of insurance. All insurance must be placed with insurance carriers rated A-, VII or higher by A.M. Best or similar rating agency and approved to do business in the State of California. Company may self-insure for any of the above risks. In the event Contractor maintains higher limits than the minimums shown above, Company shall be entitled to coverage for such higher limits.