



DEFENSE LOGISTICS AGENCY
Disposition Services

Invitation for Bid

Term Sale
Sealed Bid

Sale Number
39-6702

QATAR

Metallic & Non-metallic Scrap

Bid Opening Date and Time

January 4, 2016; 4:00 PM Qatar Standard Time
8:00 AM USA Eastern Standard Time

Inspection Period Begins
None

No bid deposit required.
Article B15 addresses payment
requirements.



Department of Defense
DLA Disposition Services
National Sales Office

Invitation For Bid
Sale Number
39-6702

Bid Opening Date

January 4, 2016; 4:00 P.M. Qatar Standard Time
8:00 AM USA Eastern Standard Time

Bids will be accepted until opening date and time set for bid opening. Bids and all required documentation received after the bid opening date may be determined late and not considered.

The bid acceptance period must be at least 60-days from the bid opening or the bid will be considered nonresponsive.

Mail bids to:

SCO, DLA Disposition Services
Bid Room, National Sales Office
74 Washington Ave., North
Battle Creek, MI 49037-3092

Fax bids to: (001)-269-961-7553

or

Email scanned bids to: drmssalesbids@dla.mil

Sales Contracting Officer (SCO) for this sale is:
Willie Payne (willie.payne@dla.mil)

Payments

All payments must be made in guaranteed instrument payable in U.S. dollars to the Treasurer of the United States.

For additional information refer to the payment article in the Conditions of Sale in this catalog.

Credit cards accepted: VISA, Discover, MasterCard and American Express

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Property Location Index

The primary location for removals of Items 1-6 will be Al-Udeid Air Base and Camp As Sayliyah. There may be additional locations for removals from USG installations within the State of Qatar as designated by the SCO.

ITEMS 1 THRU 6

Item Description Index

Description	Item Number
Scrap Tires With Demilitarization and/or Mutilation Performed by the Purchaser.....	1
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Contract Periods

ITEM(S)

CONTRACT PERIODS

1-6..... **MARCH 13, 2016 – MARCH 12, 2017**

Expected award date is **February 12, 2016**. Performance period will begin as soon as possible after contract award, receipt of pre-payment, and appropriate accesses are obtained.

The base contract period will be for twelve (12) months beginning from date of award. The U.S. Government reserves the right to extend the contract for up to two additional one year periods, based on the needs of the U. S. Government.

Representative Pictures of Items for Sale

The following pictures of:

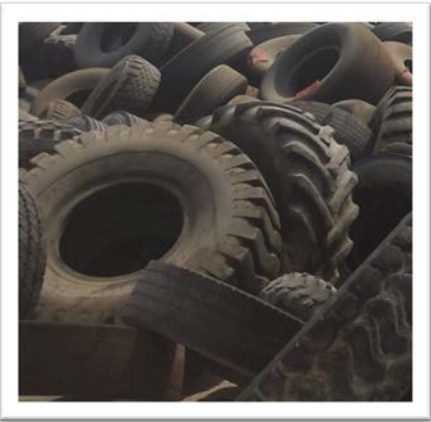
- Item 1: Scrap Tires With Demilitarization and/or Mutilation Performed by the Purchaser
- Item 2: Scrap Plastics & Rubber Residue With Demilitarization and/or Mutilation Performed by the Purchaser
- Item 3: Scrap Electronics With Demilitarization and/or Mutilation Performed by the Purchaser
- Item 4: Scrap Metals With Demilitarization and/or Mutilation Performed by the Purchaser
- Item 5: Scrap Vehicles and Vehicular Related Components With Demilitarization and/or Mutilation Performed by the Purchaser
- Item 6: Metallic & Non-metallic Scrap Non-vehicular Related With Demilitarization and/or Mutilation Performed by the USG

Are for reference purposes only, pictures are representative of the nature of property advertised in this Invitation for Bid (IFB), and depict property in its pre-mutilated and mutilated state. All property will be mutilated or demilitarized prior to release. This solicitation is for scrap property, property that has no value other than its basic material content.

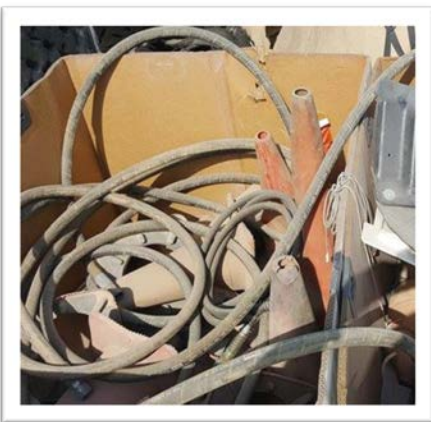
See "List of Sale Items" in this IFB for more details pertaining to each individual item.

Pictures are representative of the nature of property advertised in this Invitation for Bid (IFB), and depict property in its pre-mutilated and mutilated state. All property will be mutilated or demilitarized prior to release.

Item 1 - Scrap Tires With Demilitarization and/or Mutilation Performed by the Purchaser



Item 2 - Scrap Plastics & Rubber Residue With Demilitarization and/or Mutilation Performed by the Purchaser

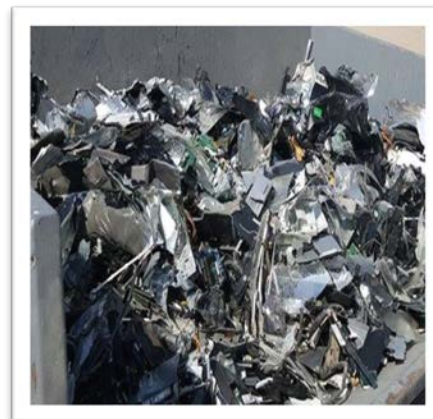


Pictures are representative of the nature of property advertised in this Invitation for Bid (IFB), and depict property in its pre-mutilated and mutilated state. All property will be mutilated or demilitarized prior to release.

Item 2 - Scrap Plastics & Rubber Residue With Demilitarization and/or Mutilation Performed by the Purchaser

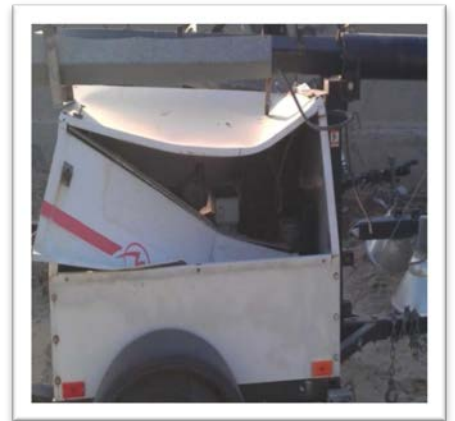


Item 3 - Scrap Electronics With Demilitarization and/or Mutilation Performed by the Purchaser

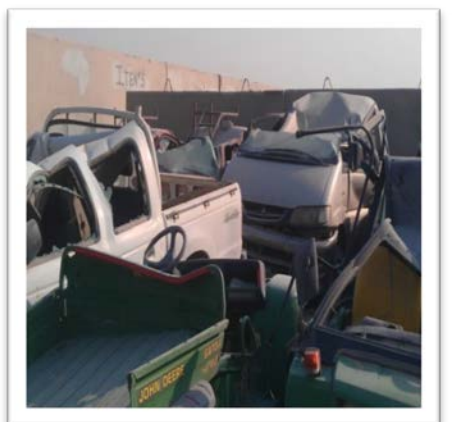


Pictures are representative of the nature of property advertised in this Invitation for Bid (IFB), and depict property in its pre-mutilated and mutilated state. All property will be mutilated or demilitarized prior to release.

Item 4 – Scrap Metals With Demilitarization and/or Mutilation Performed by the Purchaser

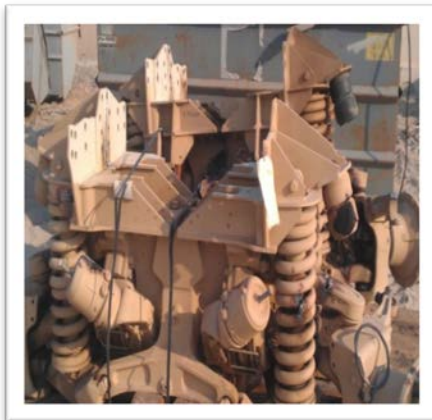


Item 5 – Scrap Vehicles and Vehicular Related Components With Demilitarization and/or Mutilation Performed by the Purchaser



Pictures are representative of the nature of property advertised in this Invitation for Bid (IFB), and depict property in its pre-mutilated and mutilated state. All property will be mutilated or demilitarized prior to release.

Item 5 – Scrap Vehicles and Vehicular Related Components With Demilitarization and/or Mutilation Performed by the Purchaser



Item 6 – Metallic & Non-metallic scrap Non-vehicular Related With Demilitarization and/or Mutilation Performed by the USG



It has been determined that this property is no longer needed by the United States Government.

List of Sale Items

ITEMS 1 thru 6: The primary location for removals of Items 1-6 will be Al-Udeid Air Base and Camp As Sayliyah. There may be additional locations for removals from USG installations within the State of Qatar as designated by the SCO.

1. SCRAP TIRES WITH DEMILITARIZATION AND/OR MUTILATION PERFORMED BY THE PURCHASER:

- a. Demilitarization and/or mutilation performed by the purchaser prior to release.
- b. Item will be Demilitarization Code A upon release.
- c. Item will not be in a usable or serviceable (condition code A) upon release.

This item shall include tires of various sizes and condition. The majority of this item is expected to be tires or pieces of tires that are in very poor condition. This item shall include tires without rims attached and tires with rims attached. There will be no rims released under ITEM 1 unless attached to the tire. This scrap will typically include foreign matter that may include but not be limited to dirt and miscellaneous debris as described in clause title FOREIGN ATTACHMENTS AND OTHER DEBRIS. This item will not contain hazardous material (HM). See clause entitled HAZARDOUS.

DEMILITARIZATION, MUTILATION AND CONDITION CODE

All property released to purchaser will be demilitarized and/or mutilated. The property will be SCRAP, so purchaser must plan their bid accordingly. It is the sole responsibility of the USG to determine whether the item is safe to remove and has met the prescribed demilitarization and mutilation standards.

FOREIGN ATTACHMENTS AND OTHER DEBRIS

Foreign attachments included in the weight and sale. It is estimated that no more than 30% of the total removal weight per truck, may contain foreign attachments or other miscellaneous debris. No weight reduction and/or weight will be removed due to this small amount of foreign debris or attachments. Foreign attachments or other miscellaneous debris may include, but will NOT be limited to: cardboard, dirt, sand, water, rocks, glass debris, rubber pieces and wood chips, Etc.

SALES CONTRACT/BIDDING

The base contract period will be for twelve (12) months beginning from date of award. The U.S. Government reserves the right to extend the contract for up to two additional one year periods, based on the needs of the USG. This sale is for scrap property ONLY. The bidder will be purchasing scrap property from the USG and all property removed by the bidder will be in poor condition. The bidder will be required to remove all property in this item description regardless of condition. There will be no changes, modifications, adjustments, or negotiations concerning bid price after award.

If, at any time the bidder determine that they are no longer able to maintain removal capability while waiting to be contacted for removals, or if it is no longer economically profitable for their firm to continue removals, they may exercise their right to terminate their contract(s) under Article PF: "Termination" as outlined in this sale, at no cost to the USG.

ALL OR NONE BIDDING

The bidder awarded this contract will be awarded all six (6) of the items or none of the items. Bidders must place a bid on each individual item to be considered for award. Each individual item must have its own individual bid to be considered for award.

ALL OR NONE BIDDING

The bid will be determined by using individually weighted cumulative average price of all six (6) items. The weighted factor is the percentage of the item in respect to the total historic accumulation.

Item 1 Unit Bid Price * 15 = A
 Item 2 Unit Bid Price * 15 = B
 Item 3 Unit Bid Price * 15 = C
 Item 4 Unit Bid Price * 10 = D
 Item 5 Unit Bid Price * 25 = E
 Item 6 Unit Bid Price * 20 = F

A + B + C + D + E + F = X
 X / 6 = Cumulative Average

The cumulative average will be the bid price considered along with responsiveness, responsibility, and other factors in determining the award. It is expected that the awarded company will remove all of the items in this IFB or none of the items in this IFB.

USG ASSISTANCE

When available the USG will assist in the loading of the bidder's trucks using USG equipment and personnel. In the event USG assistance is NOT available for loading, the purchaser must be willing and capable of loading its own transportation conveyances, utilizing their own equipment and personnel.

Demilitarization and mutilation will be performed by the purchaser prior to removal. Purchaser must be both willing and capable of both demilitarization and mutilation, utilizing its own personnel and equipment to effectively demilitarize and/or mutilate property in accordance with U.S. Government specifications and guidelines.

There will be no USG assistance and/or support provided for any type of maintenance of Material Handling Equipment (MHE) used by the purchaser in performance of this contract. Purchaser will be required to move any MHE equipment, including gators & Polaris, requiring maintenance to their facility for maintenance service. The purchaser shall ensure it has properly maintained and adequately performing MHE capable of loading and removing this property at all times in the event that Government assistance is not available. Notification either written (via email) or verbal (in person or via phone call) will be provided when USG assistance is NOT available. Purchaser will be given at least a 10-day (excluding non-removal days) notice, when required to load its own transportation conveyances.

USG will NOT provide fuel for purchaser's MHE equipment. This includes Polaris and/or gators. Purchaser will be responsible for cleaning area after loading and maintaining area in a clean & safe condition. This includes but is not limited to, stacking and transporting empty pallets to designated staging area, removing paper trash, cardboard debris, broken wood pallets, stacking and removing any plastic tri-wall type pallets, and any other remaining debris left after loading. Purchaser is also required to keep all break room, lunch, or rest areas utilize by the purchaser in a clean and safe manner.

Purchaser is responsible for ensuring that all of their Material Handling Equipment (MHE) operators are properly trained and licensed to operate the type of equipment they will be utilizing. Purchaser is further required to provide a copy of each MHE operator training certificate and/or MHE license to the Sales Contracting Officer to be filed in their contract folder.

USG ASSISTANCE

Purchaser is required to ensure that all Oxygen & Acetylene cylinders and/or any other compressed gas cylinders used in performance of this contract, that have been in service for 5 years or more, have a Hydrostatic test date stenciled on the cylinder. Purchaser is required to ensure that all gas cutting torches and Oxygen & Acetylene cylinders and/or other compressed gas cylinders used in performance of this contract, contain all appropriate flashback arrestors.

OPERATIONAL PLAN

All property in this item will be demilitarized or mutilated by the PURCHASER in accordance with US Government specifications and will be observed and approved by US Government officials prior to removal by the purchaser. The US Government reserves the right for final inspection and may require additional mutilation or demilitarization as necessary. The US Government will determine the priority for which property will be demilitarized, mutilated and REMOVED. Purchaser must submit an operational plan with their bid to demonstrate and explain how demilitarization and mutilation will occur. Plan must also include number of employees and job title (cutter, MHE operator, driver, laborer, Etc.), number and type of equipment.

Failure to submit this information with the bid will be considered an unresponsive bid and the bid will not be considered for award. Please use the below guide for the operational plan. Purchaser must submit a description of their operational plan which shows the capability to accomplish demilitarization, mutilation, loading, removal, security clearances, and safety practices planned to ensure contract compliance. Failure to submit an operational plan will render the bid non-responsive.

- A. **Demilitarization/Mutilation:** Describe how property will be demilitarized / mutilated. Include the type of employees, number of employees, and amount and types of equipment that will be used.
- B. **Loading and Removal:** Describe how property will be loaded and removed. Include the type and number of employees and equipment to include trucks and material handling equipment.
- C. **Security/Access:** Purchaser will be responsible to legally access US Government facilities with minimal assistance from US Government personnel at the removal site. Describe any security clearances already in place or a plan on how the purchaser and employees will obtain proper security clearances to access US Government facilities.
- D. **Safety:** Describe personal safety equipment to be used by personnel performing the demilitarization, mutilation, movement, and/or loading of property.

SCHEDULING

Purchaser will be notified either in writing (via email) or verbally (in person or via phone call) at least 72 hours prior to the time of the removal, with the number and type of trucks and/or equipment needed for removal at the different locations in Qatar. Purchaser must not wait until the day of loading to inform the USG representative that there is a problem with providing the requested number and type of transport conveyance. If purchaser is NOT able to provide the requested number and type of transport conveyances, notification must be given to the USG representative via (email or phone call).

A minimum of four (4) days' notice, (excluding non-removal days), will be provided to the bidder for any removals that are required at locations other than Al Udeid Airbase, Qatar. Purchaser or their designated representative MUST be present, available and on-site during each removal operation. USG representative will not be responsible for overseeing, leading, guiding or otherwise, instructing purchaser's drivers or other personnel. Refusal to perform removals may result in termination of contract.

ACCESS TO USG INSTALLATIONS

The USG will assist in entry/access to the USG installations for a minimal amount of personnel required for the assigned task. There will be no CAC sponsorship within this contract.

ACCESS TO USG INSTALLATIONS

Due to fluctuations in security levels, additional security requirements may be imposed on the bidder to gain access to USG installations.

AWARD CRITERIA

Awards for this item will be based on highest priced responsive, responsible bidder. It is expected that multiple awards will be made on this item to ensure the requirements for constant removals are achieved. There will be absolutely no changes, modifications, adjustments, or negotiations concerning bid price after award.

MULTIPLE AWARDS

The U.S. Government intends to make multiple awards of this item in order to have sufficient capability to conduct ongoing removals without breaks in service to the USG in Qatar, regardless of the contingencies that individual contractors may experience. Accordingly, the number of contracts awarded for this item is not pre-determined. The USG may award one or several contracts for this item and it may award to only the highest priced offers or it may award to every responsive, responsible bidder who submits a bid to the USG it determines to be reasonable.

The USG's intent is to ensure it has sufficient number of contractors to perform in various situations and locations, while also ensuring it awards only to responsive, responsible bidders. It is the intent of the USG to award to purchasers that are fully capable of removing all the items in this IFB. In the event a purchaser is unable or unwilling to remove, another purchaser will be called upon to remove. Submitting the highest bid price (aka highest bidder), does not convey any special right nor does it imply that the purchaser will be the primary removal company or exclusively allowed to remove throughout the term of this contract. The SCO, acting in the best interests of the USG, retains the discretion to assign purchasers to remove based on mission requirements. In doing so he may consider contractor performance, location, contractor capabilities or equipment, payment status, and other factors.

It is not the Government's intent, and firms awarded a term scrap sales contract should not assume that they will receive volumes of scrap the same as or similar to that tendered to any other particular offeror. This contract contains no provisions, expressed or implied, that are intended to support a claim that any one contractor is entitled to or should receive the same types and/or volumes of scrap as any other contractor. The Government's mission requirements, locations serviced, and operations tempo are subject to change and the primary focus of the SCO and/or site leads when ordering scrap removal is to ensure consistent operations and that the Government's mission can be met without delay or impact on the military scrap generator. Given these mission requirements, the SCO shall have unrestricted discretion to assign removals in any manner needed to ensure accomplishment of the Agency's mission requirements.

POINTS OF CONTACT

All issues, concerns, and questions concerning this contract, billing, contract performance, terms and conditions will be directly addressed with the Sales Contracting Officer (SCO) for this sale. Any oral or written statement by an unwarranted representative of the USG, changing or supplementing the terms of the contract or any condition thereof, is unauthorized and shall confer no right upon the purchaser. A designated USG representative will be responsible for communicating with the purchaser in the day-to-day operations and coordination of removals.

LOCATIONS

The primary location for removals will be Al Udeid Airbase, State of Qatar. Other locations for removals within the borders of the State of Qatar may be designated by the SCO during the term of the contract. A minimum of four (4) days' notice, (excluding non-removal days), will be provided to the bidder for any removals that are required at locations other than Al Udeid Airbase, Qatar.

WEIGHTS AND MEASURES

All billing for this item will be based on the net weight in pounds. The method of measure will be the USG scale at Al Udeid Airbase if available. If available the USG scale will be calibrated two (2) times annually. Verification of calibration will be provided upon request. In the event the USG scale is not available, not functioning, or cannot be used due to size of truck and/or trailer, a mutually agreed upon estimated weight will be used. This weight must be agreed upon by the designated representative of the bidder and the USG. No property will be removed until this mutually agreed upon estimated weight is attained.

BILLING

All billing for this item will be based on the net weight in pounds multiplied by the item bid price. The formula for billing is:

Net Weight (Lbs.) X Item Bid Price per Lb = Total amount owed to USG by Bidder.

This formula will be applied for each item number.

Billing is completed in monthly cycles, from the 25th of the month to the 24th. The bill for the previous month will be provided electronically within 3 days of the cycle completion. The bidder will have 30 days from the date the bill was prepared to pay the summary bill in full. Interest will be applied to all overdue payments. There is no prepayment or overpayment allowed. All issues concerning the billing process, amounts, charges, and disputes are to be addressed directly with the SCO for resolution. Failure to pay bill in full and in a timely manner will result in notice of default, termination of the contract and possible suspension or debarment.

REMOVAL PRIORITY

The USG will designate which property will be removed and when. The USG will also determine the priority of mutilation and/or demilitarization. There will be no cutting or mixing of property unless authorized by the USG.

HAZARDOUS

This item will not contain known and identified hazardous waste or hazardous material without prior disclosure. Bidder is notified that some property may contain Chemical Agent Resistant Coating Paint (CARC). CARC may contain trivalent chrome, lead, cobalt-zinc, hex methylene, biphenyl diisocyanate and/or other chemicals that may pose a risk to human health if not handled and or processed appropriately. Bidder must ensure that the appropriate safety clothing and personal protective equipment (PPE) is being used by its personnel at all times.

SAFETY

It is important to DLA to create and maintain a safe working environment. The bidder must ensure that all vehicles and equipment are operated in a safe manner mutually agreed to by the USG and the bidder. Purchaser is responsible for ensuring that all of their Material Handling Equipment (MHE) operators are properly trained to operate the type of equipment they will be utilizing. The bidder is responsible for their personnel and equipment having appropriate safety and personal protection equipment (PPE). At no time will operations be conducted in an unsafe manner.

LOCAL, STATE, FEDERAL, NATIONAL, INTERNATIONAL LAWS, STATUTES, RULES, AND REGULATIONS TO INCLUDE TAXES, DUTIES, FEES, TOLLS, AND PAYMENTS

Bidders must be properly registered and licensed to conduct legal and lawful business in the State of Qatar prior to any contract award. Bidder will be provided written notification (via email) of a tentative contract award. Bidder will have ten (10) business days to obtain all necessary permits and licenses. If bidder fails to obtain all necessary permits and licenses within ten (10) business days, bidder will be found to be non-responsible and will not be awarded. It is the sole responsibility of the bidder to be in compliance with all local, state, federal, national, international, maritime laws, rules, statutes, and regulations that may apply to this sale.

LOCAL, STATE, FEDERAL, NATIONAL, INTERNATIONAL LAWS, STATUTES, RULES, AND REGULATIONS TO INCLUDE TAXES, DUTIES, FEES, TOLLS, AND PAYMENTS

The USG has been advised by Qatari customs officials at Al Udeid Airbase that Qatar law imposes restrictions on the export of most ferrous metals including scrap metals out of Qatar. Bidders are advised that it is their sole responsibility to be in compliance with current export restrictions of scrap metal and steel. The USG will have no legal obligation, control or oversight to the process requiring scrap metal to be sold only to (Qatar Steel) in Qatar, nor will the USG be responsible for monitoring the bidder's compliance with this requirement. The USG will not be held responsible or liable for the bidder failing to be in compliance with any local, state, federal, national, international laws, statutes, rules, and regulations that may apply to this sale. Further, bidder must comply with any regulations governing the payment of custom duties, taxes, tariffs, or charges to proper authorities.

CONTRACT DISPUTES ACT OF 1978

Any contract awarded as a result of this sale is subject to the Contract Disputes Act 1978 (41 U.S.C. 601-613). The Contract Disputes Act establishes the procedures for handling "claims" relating to United States Federal Government contracts. Claims by contractors against the Federal Government must be submitted in writing to the Government's Contracting Officer for a decision. Claims by contractors for more than \$100,000 must be accompanied by a certification that (i) the claim is made in good faith, (ii) the supporting data is accurate and complete to the best of the contractor's knowledge and belief, (iii) the amount requested represents the contract adjustment for which the contractor believes the Federal Government is liable, and (iv) the certifier is authorized to submit the certification on behalf of the contractor.

WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)(APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651 et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

OPTION TO EXTEND THE TERM OF THE CONTRACT

The USG may extend the term of this contract (ITEM #1) by written notice to the purchaser within 30-days of contract expiration; provided that the USG gives the purchaser a preliminary written notice of its intent to extend at least 60-days before the contract expires. The preliminary notice does not commit or obligate the USG to an extension. Purchaser is under no obligation to accept any proposed contract extension. A purchaser's rejection of an offer to extend the term of the contract, will not affect its relationship with the USG. If mutually agreed upon, the total duration of each option period shall not exceed 12 months. Contract extension will be for the same price and minimum quantity as the base contract. The term of this contract for item #1 will not exceed the maximum estimated quantity for item #1, identified in clause entitled "MINIMUM/MAXIMUM AMOUNTS."

MINIMUM/MAXIMUM AMOUNTS

The estimated generation for this item is within the minimum and maximum amounts advertised. The specific amounts are unknown as this is a sales contract for future generation of scrap. The generation for this item will fluctuate due to dependence on operational aspects of the worldwide USG mission. Bidders awarded a term scrap sales contract should not assume that they will receive volumes of scrap the same as or similar to that tendered to any other particular offeror. Bidders are advised that removals may vary and the only quantity the USG guarantees a buyer will receive/remove is the stated minimum. Bidders staffing and operational expenditures in support of this contract are bidder's expenses and the USG will not be held liable for and will in no way, shape, or form pay for any operational expenses incurred by the bidder.

MINIMUM/MAXIMUM AMOUNTS

The Bidder will receive at least the minimum and less than the maximum amounts of this item within the term of the contract.

CONTACT: WILLIE N. PAYNE: willie.payne@dla.mil

MINIMUM QUANTITY: 15,000 POUNDS
 MAXIMUM QUANTITY: 50,000 POUNDS

SALE BY REFERENCE, JULY 2012
 Instructions, Terms & Conditions Applicable To
 Department of Defense Personal Property Offered For Sale
 By DLA Disposition Services.

THE FOLLOWING TERMS, CONDITIONS & ARTICLES ALSO APPLY:

- PART 05-I: Military Munitions List Items (MLI)
- PART 05-J: Commerce Control List (CCLI) Items
- PART 05-K: US Munitions and Commerce Control List Items (USML/CCLI) Compliance
- PART 06-D: Change in Contract Requirements
- PART 07-E: Dangerous Property
- PART 08-A: Taxes and Duties
- PART 08-B: Importation Restrictions
- PART 08-C: Compliance with Laws, Restrictions, Limitations, Obtaining of Licenses, Etc.
- PART 08-E: Representation of Non-Collusion
- PART 08-F: Import Certificate and Delivery Verification (IC/DV)
- PART 08-G: Disposition and Use of Property
- PART 08-H: Special Waste Notice
- PART 08-I: Transporting Dangerous Goods
- PART 08-J: Liability and Insurance
 - B08: Demilitarization
 - B15: Pre-Payment and Payment on Term Contracts
 - B27: Hold Harmless Condition
 - FE: Furnished Equipment
 - KC: Illicit Acts
 - LM: Inspection of Contract Performance
 - MD: Partial Removal
 - MM: Minimum and Maximum Quantities
 - PB: Denied Areas/Exceptions/Commodity Restrictions
 - PC: Failure to Perform
 - PD: Failure to Remove
 - PE: Title
 - PF: Termination
 - PI: Mutilation
 - SF: Safety

2. SCRAP PLASTICS & RUBBER RESIDUE WITH DEMILITARIZATION AND/OR MUTILATION PERFORMED BY THE PURCHASER:

- a. Demilitarization and/or mutilation performed by the purchaser prior to release.
- b. Item will be Demilitarization Code A upon release.
- c. Item will not be in a usable or serviceable (condition code A) upon release.

This item shall include all plastic and rubber residue parts, pieces and components to include rubber hoses, seals, grommets, valves, fittings, plastic pipes, containers, mattings, plastic chairs, buckets, barrels, plastic water cans and dispensers, top and bottom box covers, parachutes, plastic bags regardless of condition. This item may include scrap plastics and rubber residue with foreign attachments and other debris, as outlined in clause titled "FOREIGN ATTACHMENTS AND OTHER DEBRIS". May or may not include container or pallet for loading and removal of this item. Determination of what property available for removal will be classified as ITEM 2 will be the sole responsibility of the Sales Contracting Officer.

This scrap will typically include foreign matter that may include but not be limited to dirt and miscellaneous debris as described in clause title FOREIGN ATTACHMENTS AND OTHER DEBRIS. This item will not contain hazardous material (HM). See clause entitled HAZARDOUS.

DEMILITARIZATION, MUTILATION AND CONDITION CODE

All property released to purchaser will be demilitarized and/or mutilated. The property will be SCRAP, so purchaser must plan their bid accordingly. It is the sole responsibility of the USG to determine whether the item is safe to remove and has met the prescribed demilitarization and mutilation standards.

FOREIGN ATTACHMENTS AND OTHER DEBRIS

Foreign attachments included in the weight and sale. It is estimated that no more than 30% of the total removal weight per truck, may contain foreign attachments or other miscellaneous debris. No weight reduction and/or weight will be removed due to this small amount of foreign debris or attachments. Foreign attachments or other miscellaneous debris may include, but will NOT be limited to: cardboard, dirt, sand, water, and rocks, glass debris, and rubber pieces, wood chips, Etc.

SALES CONTRACT/BIDDING

The base contract period will be for twelve (12) months beginning from date of award. The U.S. Government reserves the right to extend the contract for up to two additional one year periods, based on the needs of the USG. This sale is for scrap property ONLY. The bidder will be purchasing scrap property from the USG and all property removed by the bidder will be in poor condition. The bidder will be required to remove all property in this item description regardless of condition. There will be no changes, modifications, adjustments, or negotiations concerning bid price after award.

If, at any time the bidder determine that they are no longer able to maintain removal capability while waiting to be contacted for removals, or if it is no longer economically profitably for their firm to continue removals, they may exercise their right to terminate their contract(s) under Article PF: "Termination" as outlined in this sale, at no cost to the USG.

ALL OR NONE BIDDING

The bidder awarded this contract will be awarded all six (6) of the items or none of the items. Bidders must place a bid on each individual item to be considered for award. Each individual item must have its own individual bid to be considered for award. The bid will be determined by using individually weighted cumulative average price of all six (6) items. The weighted factor is the percentage of the item in respect to the total historic accumulation.

- Item 1 Unit Bid Price * 15 = A
- Item 2 Unit Bid Price * 15 = B
- Item 3 Unit Bid Price * 15 = C
- Item 4 Unit Bid Price * 10 = D
- Item 5 Unit Bid Price * 25 = E
- Item 6 Unit Bid Price * 20 = F

A + B + C + D + E + F = X
 X / 6 = Cumulative Average

The cumulative average will be the bid price considered along with responsiveness, responsibility, and other factors in determining the award. It is expected that the awarded company will remove all of the items in this IFB or none of the items in this IFB.

USG ASSISTANCE

When available the USG will assist in the loading of the bidder's trucks using USG equipment and personnel. In the event USG assistance is NOT available for loading, the purchaser must be willing and capable of loading its own transportation conveyances, utilizing their own equipment and personnel.

Demilitarization and mutilation will be performed by the purchaser prior to removal.

USG ASSISTANCE

Purchaser must be both willing and capable of both demilitarization and mutilation, utilizing its own personnel and equipment to effectively demilitarize and/or mutilate property in accordance with U.S. Government specifications and guidelines.

There will be no USG assistance and/or support provided for any type of maintenance of Material Handling Equipment (MHE) used by the purchaser in performance of this contract. Purchaser will be required to move any MHE equipment, including gators & Polaris, requiring maintenance to their facility for maintenance service. The purchaser shall ensure it has properly maintained and adequately performing MHE capable of loading and removing this property at all times in the event that Government assistance is not available. Notification either written (via email) or verbal (in person or via phone call) will be provided when USG assistance is NOT available. Purchaser will be given at least a 10-day (excluding non-removal days) notice, when required to load its own transportation conveyances.

USG will NOT provide fuel for purchaser's MHE equipment. This includes Polaris and/or gators. Purchaser will be responsible for cleaning area after loading and maintaining area in a clean & safe condition. This includes but is not limited to, stacking and transporting empty pallets to designated staging area, removing paper trash, cardboard debris, broken wood pallets, stacking and removing any plastic tri-wall type pallets, and any other remaining debris left after loading. Purchaser is also required to keep all break room, lunch, or rest areas utilized by the purchaser in a clean and safe manner.

Purchaser is responsible for ensuring that all of their Material Handling Equipment (MHE) operators are properly trained and licensed to operate the type of equipment they will be utilizing. Purchaser is further required to provide a copy of each MHE operator training certificate and/or MHE license to the Sales Contracting Officer to be filed in their contract folder.

Purchaser is required to ensure that all Oxygen & Acetylene cylinders and/or any other compressed gas cylinders used in performance of this contract, that have been in service for 5 years or more, have a Hydrostatic test date stenciled on the cylinder. Purchaser is required to ensure that all gas cutting torches and Oxygen & Acetylene cylinders and/or other compressed gas cylinders used in performance of this contract, contain all appropriate flashback arrestors.

OPERATIONAL PLAN

All property in this item will be demilitarized or mutilated by the PURCHASER in accordance with US Government specifications and will be observed and approved by US Government officials prior to removal by the purchaser. The US Government reserves the right for final inspection and may require additional mutilation or demilitarization as necessary. The US Government will determine the priority for which property will be demilitarized, mutilated and REMOVED. Purchaser must submit an operational plan with their bid to demonstrate and explain how demilitarization and mutilation will occur. Plan must also include number of employees and job title (cutter, MHE operator, driver, laborer, Etc.), number and type of equipment.

Failure to submit this information with the bid will be considered an unresponsive bid and the bid will not be considered for award.

Please use the below guide for the operational plan. Purchaser must submit a description of their operational plan which shows the capability to accomplish demilitarization, mutilation, loading, removal, security clearances, and safety practices planned to ensure contract compliance. Failure to submit an operational plan will render the bid non-responsive.

- A. **Demilitarization/Mutilation:** Describe how property will be demilitarized / mutilated. Include the type of employees, number of employees, and amount and types of equipment that will be used.

OPERATIONAL PLAN

- B. **Loading and Removal:** Describe how property will be loaded and removed. Include the type and number of employees and equipment to include trucks and material handling equipment.
- C. **Security/Access:** Purchaser will be responsible to legally access US Government facilities with minimal assistance from US Government personnel at the removal site. Describe any security clearances already in place or a plan on how the purchaser and employees will obtain proper security clearances to access US Government facilities.
- D. **Safety:** Describe personal safety equipment to be used by personnel performing the demilitarization, mutilation, movement, and/or loading of property.

SCHEDULING

Purchaser will be notified either in writing (via email) or verbally (in person or via phone call) at least 72 hours prior to the time of the removal, with the number and type of trucks and/or equipment needed for removal at the different locations in Qatar. Purchaser must not wait until the day of loading to inform the USG representative that there is a problem with providing the requested number and type of transport conveyance.

If purchaser is NOT able to provide the requested number and type of transport conveyances, notification must be given to the USG representative via (email or phone call).

A minimum of four (4) days' notice, (excluding non-removal days), will be provided to the bidder for any removals that are required at locations other than Al Udeid Airbase, Qatar. Purchaser or their designated representative MUST be present, available and on-site during each removal operation. USG representative will not be responsible for overseeing, leading, guiding or otherwise, instructing purchaser's drivers or other personnel. Refusal to perform removals may result in termination of contract.

ACCESS TO USG INSTALLATIONS

The USG will assist in entry/access to the USG installations for a minimal amount of personnel required for the assigned task. There will be no CAC sponsorship within this contract. Due to fluctuations in security levels, additional security requirements may be imposed on the bidder to gain access to USG installations.

AWARD CRITERIA

Awards for this item will be based on highest priced responsive, responsible bidder. It is expected that multiple awards will be made on this item to ensure the requirements for constant removals are achieved. There will be absolutely no changes, modifications, adjustments, or negotiations concerning bid price after award.

MULTIPLE AWARDS

The U.S. Government intends to make multiple awards of this item in order to have sufficient capability to conduct ongoing removals without breaks in service to the USG in Qatar, regardless of the contingencies that individual contractors may experience. Accordingly, the number of contracts awarded for this item is not pre-determined. The USG may award one or several contracts for this item and it may award to only the highest priced offers or it may award to every responsive, responsible bidder who submits a bid to the USG it determines to be reasonable.

The USG's intent is to ensure it has sufficient number of contractors to perform in various situations and locations, while also ensuring it awards only to responsive, responsible bidders. It is the intent of the USG to award to purchasers that are fully capable of removing all the items in this IFB. In the event a purchaser is unable or unwilling to remove, another purchaser will be called upon to remove. Submitting the highest bid price (aka highest bidder), does not convey any special right nor does it imply that the purchaser will be the primary removal company or exclusively allowed to remove throughout the term of this contract. The SCO, acting in the best interests of the USG, retains the discretion to assign purchasers to remove based on mission requirements.

MULTIPLE AWARDS

In doing so he may consider contractor performance, location, contractor capabilities or equipment, payment status, and other factors.

It is not the Government's intent, and firms awarded a term scrap sales contract should not assume that they will receive volumes of scrap the same as or similar to that tendered to any other particular offeror. This contract contains no provisions, expressed or implied, that are intended to support a claim that any one contractor is entitled to or should receive the same types and/or volumes of scrap as any other contractor. The Government's mission requirements, locations serviced, and operations tempo are subject to change and the primary focus of the SCO and/or site leads when ordering scrap removal is to ensure consistent operations and that the Government's mission can be met without delay or impact on the military scrap generator. Given these mission requirements, the SCO shall have unrestricted discretion to assign removals in any manner needed to ensure accomplishment of the Agency's mission requirements.

POINTS OF CONTACT

All issues, concerns, and questions concerning this contract, billing, contract performance, terms and conditions will be directly addressed with the Sales Contracting Officer (SCO) for this sale. Any oral or written statement by an unwarranted representative of the USG, changing or supplementing the terms of the contract or any condition thereof, is unauthorized and shall confer no right upon the purchaser. A designated USG representative will be responsible for communicating with the purchaser in the day-to-day operations and coordination of removals.

LOCATIONS

The primary location for removals will be Al Udeid Airbase, State of Qatar. Other locations for removals within the borders of the State of Qatar may be designated by the SCO during the term of the contract. A minimum of four (4) days' notice, (excluding non-removal days), will be provided to the bidder for any removals that are required at locations other than Al Udeid Airbase, Qatar.

WEIGHTS AND MEASURES

All billing for this item will be based on the net weight in pounds. The method of measure will be the USG scale at Al Udeid Airbase if available. If available the USG scale will be calibrated two (2) times annually. Verification of calibration will be provided upon request. In the event the USG scale is not available, not functioning, or cannot be used due to size of truck and/or trailer, a mutually agreed upon estimated weight will be used. This weight must be agreed upon by the designated representative of the bidder and the USG. No property will be removed until this mutually agreed upon estimated weight is attained.

BILLING

All billing for this item will be based on the net weight in pounds multiplied by the item bid price. The formula for billing is:

Net Weight (Lbs.) X Item Bid Price per Lb = Total amount owed to USG by Bidder.

This formula will be applied for each item number.

Billing is completed in monthly cycles, from the 25th of the month to the 24th. The bill for the previous month will be provided electronically within 3 days of the cycle completion. The bidder will have 30 days from the date the bill was prepared to pay the summary bill in full. Interest will be applied to all overdue payments. There is no pre-payment or overpayment allowed. All issues concerning the billing process, amounts, charges, and disputes are to be addressed directly with the SCO for resolution. Failure to pay bill in full and in a timely manner will result in notice of default, termination of the contract and possible suspension or debarment.

REMOVAL PRIORITY

The USG will designate which property will be removed and when. The USG will also determine the priority of mutilation and/or demilitarization. There will be no culling or mixing of property unless authorized by the USG.

HAZARDOUS

This item will not contain known and identified hazardous waste or hazardous material without prior disclosure. Bidder is notified that some property may contain Chemical Agent Resistant Coating Paint (CARC). CARC may contain trivalent chrome, lead, cobalt-zinc, hex methylene, biphenyl diisocyanate and/or other chemicals that may pose a risk to human health if not handled and or processed appropriately. Bidder must ensure that the appropriate safety clothing and personal protective equipment (PPE) is being used by its personnel at all times.

SAFETY

It is important to DLA to create and maintain a safe working environment. The bidder must ensure that all vehicles and equipment are operated in a safe manner mutually agreed to by the USG and the bidder. Purchaser is responsible for ensuring that all of their Material Handling Equipment (MHE) operators are properly trained to operate the type of equipment they will be utilizing. The bidder is responsible for their personnel and equipment having appropriate safety and personal protection equipment (PPE). At no time will operations be conducted in an unsafe manner.

LOCAL, STATE, FEDERAL, NATIONAL, INTERNATIONAL LAWS, STATUTES, RULES, AND REGULATIONS TO INCLUDE TAXES, DUTIES, FEES, TOLLS, AND PAYMENTS

Bidders must be properly registered and licensed to conduct legal and lawful business in the State of Qatar prior to any contract award. Bidder will be provided written notification (via email) of a tentative contract award. Bidder will have ten (10) business days to obtain all necessary permits and licenses. If bidder fails to obtain all necessary permits and licenses within ten (10) business days, bidder will be found to be non-responsible and will not be awarded. It is the sole responsibility of the bidder to be in compliance with all local, state, federal, national, international, maritime laws, rules, statutes, and regulations that may apply to this sale.

The USG has been advised by Qatari customs officials at Al Udeid Airbase that Qatar law imposes restrictions on the export of most ferrous metals including scrap metals out of Qatar. Bidders are advised that it is their sole responsibility to be in compliance with current export restrictions of scrap metal and steel. The USG will have no legal obligation, control or oversight to the process requiring scrap metal to be sold only to (Qatar Steel) in Qatar, nor will the USG be responsible for monitoring the bidder's compliance with this requirement. The USG will not be held responsible or liable for the bidder failing to be in compliance with any local, state, federal, national, international laws, statutes, rules, and regulations that may apply to this sale. Further, bidder must comply with any regulations governing the payment of custom duties, taxes, tariffs, or charges to proper authorities.

CONTRACT DISPUTES ACT OF 1978

Any contract awarded as a result of this sale is subject to the Contract Disputes Act 1978 (41 U.S.C. 601-613). The Contract Disputes Act establishes the procedures for handling "claims" relating to United States Federal Government contracts. Claims by contractors against the Federal Government must be submitted in writing to the Government's Contracting Officer for a decision. Claims by contractors for more than \$100,000 must be accompanied by a certification that (i) the claim is made in good faith, (ii) the supporting data is accurate and complete to the best of the contractor's knowledge and belief, (iii) the amount requested represents the contract adjustment for which the contractor believes the Federal Government is liable, and (iv) the certifier is authorized to submit the certification on behalf of the contractor.

WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)(APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651 et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

OPTION TO EXTEND THE TERM OF THE CONTRACT

The USG may extend the term of this contract (ITEM #2) by written notice to the purchaser within 30-days of contract expiration; provided that the USG gives the purchaser a preliminary written notice of its intent to extend at least 60-days before the contract expires. The preliminary notice does not commit or obligate the USG to an extension. Purchaser is under no obligation to accept any proposed contract extension. A purchaser's rejection of an offer to extend the term of the contract, will not affect its relationship with the USG. If mutually agreed upon, the total duration of each option period shall not exceed 12 months. Contract extension will be for the same price and minimum quantity as the base contract. The term of this contract for item #2 will not exceed the maximum estimated quantity for item #2, identified in clause entitled "MINIMUM/MAXIMUM AMOUNTS."

MINIMUM/MAXIMUM AMOUNTS

The estimated generation for this item is within the minimum and maximum amounts advertised. The specific amounts are unknown as this is a sales contract for future generation of scrap. The generation for this item will fluctuate due to dependence on operational aspects of the worldwide USG mission. Bidders awarded a term scrap sales contract should not assume that they will receive volumes of scrap the same as or similar to that tendered to any other particular offeror. Bidders are advised that removals may vary and the only quantity the USG guarantees a buyer will receive/remove is the stated minimum. Bidders staffing and operational expenditures in support of this contract are bidder's expenses and the USG will not be held liable for and will in no way, shape, or form pay for any operational expenses incurred by the bidder. The bidder will receive at least the minimum and less than the maximum amounts of this item within the term of the contract.

CONTACT: WILLIE N. PAYNE: willie.payne@dlamail

MINIMUM QUANTITY: 5,000 POUNDS
 MAXIMUM QUANTITY: 50,000 POUNDS

SALE BY REFERENCE, JULY 2012
 Instructions, Terms & Conditions Applicable To
 Department of Defense Personal Property Offered For Sale
 By DLA Disposition Services.

THE FOLLOWING TERMS, CONDITIONS & ARTICLES ALSO APPLY:

- PART 05-I: Military Munitions List Items (MLI)
- PART 05-J: Commerce Control List (CCLI) Items
- PART 05-K: US Munitions and Commerce Control List Items (USML/CCLI) Compliance
- PART 06-D: Change in Contract Requirements
- PART 07-E: Dangerous Property
- PART 08-A: Taxes and Duties
- PART 08-B: Importation Restrictions
- PART 08-C: Compliance with Laws, Restrictions, Limitations, Obtaining of Licenses, Etc.
- PART 08-E: Representation of Non-Collusion
- PART 08-F: Import Certificate and Delivery Verification (IC/DV)
- PART 08-G: Disposition and Use of Property
- PART 08-H: Special Waste Notice
- PART 08-I: Transporting Dangerous Goods
- PART 08-J: Liability and Insurance
- B08: Demilitarization

SALE BY REFERENCE, JULY 2012
 Instructions, Terms & Conditions Applicable To
 Department of Defense Personal Property Offered For Sale
 By DLA Disposition Services.

THE FOLLOWING TERMS, CONDITIONS & ARTICLES ALSO APPLY:

- B15: Pre-Payment and Payment on Term Contracts
- B27: Hold Harmless Condition
- FE: Furnished Equipment
- KC: Illicit Acts
- LM: Inspection of Contract Performance
- MD: Partial Removal
- MM: Minimum and Maximum Quantities
- PB: Denied Areas/Exceptions/Commodity Restrictions
- PC: Failure to Perform
- PD: Failure to Remove
- PE: Title
- PF: Termination
- PI: Mutilation
- SF: Safety

3. SCRAP ELECTRONICS WITH DEMILITARIZATION AND/OR MUTILATION PERFORMED BY THE PURCHASER:

- a. Demilitarization and/or mutilation performed by the purchaser prior to release.
- b. Item will be Demilitarization Code A upon release.
- c. Item will not be in a usable or serviceable (condition code A) upon release.

This item may include scrap residue derived from the demilitarization and mutilation of various types and kinds of scrap electronics to include but not limited to: components from printers, copying machines, fax machines, calculators, telephones, and other miscellaneous related electrical/electronic components and equipment. Item may also include laptops, computer servers, work stations, video conference systems, etc. Bidder is advised that this item will not include LCD, laptop, plasma or other types of electronic screens. This item may include scrap residue with foreign attachments and other debris, as outlined in clause titled "FOREIGN ATTACHMENTS AND OTHER DEBRIS". This item may or may not include container or pallet for loading and removal of this item.

DEMILITARIZATION, MUTILATION AND CONDITION CODE

All property released to purchaser will be demilitarized and/or mutilated. The property will be SCRAP, so purchaser must plan their bid accordingly. It is the sole responsibility of the USG to determine whether the item is safe to remove and has met the prescribed demilitarization and mutilation standards.

FOREIGN ATTACHMENTS AND OTHER DEBRIS

Foreign attachments included in the weight and sale. It is estimated that no more than 30% of the total removal weight per truck, may contain foreign attachments or other miscellaneous debris. No weight reduction and/or weight will be removed due to this small amount of foreign debris or attachments. Foreign attachments or other miscellaneous debris may include, but will NOT be limited to: cardboard, dirt, sand, water, and rocks, glass debris, and rubber pieces, wood chips, Etc.

SALES CONTRACT/BIDDING

The base contract period will be for twelve (12) months beginning from date of award. The U.S. Government reserves the right to extend the contract for up to two additional one year periods, based on the needs of the USG. This sale is for scrap property ONLY. The bidder will be purchasing scrap property from the USG and all property removed by the bidder will be in poor condition.

SALES CONTRACT/BIDDING

The bidder will be required to remove all property in this item description regardless of condition. There will be no changes, modifications, adjustments, or negotiations concerning bid price after award.

If, at any time the bidder determine that they are no longer able to maintain removal capability while waiting to be contacted for removals, or if it is no longer economically profitably for their firm to continue removals, they may exercise their right to terminate their contract(s) under Article PF: "Termination" as outlined in this sale, at no cost to the USG.

ALL OR NONE BIDDING

The bidder awarded this contract will be awarded all six (6) of the items or none of the items. Bidders must place a bid on each individual item to be considered for award. Each individual item must have its own individual bid to be considered for award. The bid will be determined by using individually weighted cumulative average price of all six (6) items. The weighted factor is the percentage of the item in respect to the total historic accumulation.

- Item 1 Unit Bid Price * 15 = A
- Item 2 Unit Bid Price * 15 = B
- Item 3 Unit Bid Price * 15 = C
- Item 4 Unit Bid Price * 10 = D
- Item 5 Unit Bid Price * 25 = E
- Item 6 Unit Bid Price * 20 = F

$A + B + C + D + E + F = X$
 $X / 6 = \text{Cumulative Average}$

The cumulative average will be the bid price considered along with responsiveness, responsibility, and other factors in determining the award. It is expected that the awarded company will remove all of the items in this IFB or none of the items in this IFB.

USG ASSISTANCE

When available the USG will assist in the loading of the bidder's trucks using USG equipment and personnel. In the event USG assistance is NOT available for loading, the purchaser must be willing and capable of loading its own transportation conveyances, utilizing their own equipment and personnel.

Demilitarization and mutilation will be performed by the purchaser prior to removal. Purchaser must be both willing and capable of both demilitarization and mutilation, utilizing its own personnel and equipment to effectively demilitarize and/or mutilate property in accordance with U.S. Government specifications and guidelines.

There will be no USG assistance and/or support provided for any type of maintenance of Material Handling Equipment (MHE) used by the purchaser in performance of this contract. Purchaser will be required to move any MHE equipment, including gators & Polaris, requiring maintenance to their facility for maintenance service. The purchaser shall ensure it has properly maintained and adequately performing MHE capable of loading and removing this property at all times in the event that Government assistance is not available. Notification either written (via email) or verbal (in person or via phone call) will be provided when USG assistance is NOT available. Purchaser will be given at least a 10-day (excluding non-removal days) notice, when required to load its own transportation conveyances.

USG will NOT provide fuel for purchaser's MHE equipment. This includes Polaris and/or gators. Purchaser will be responsible for cleaning area after loading and maintaining area in a clean & safe condition. This includes but is not limited to, stacking and transporting empty pallets to designated staging area, removing paper trash, cardboard debris, broken wood pallets, stacking and removing any plastic tri-wall type pallets, and any other remaining debris left after loading. Purchaser is also required to keep all break room, lunch, or rest areas utilize by the purchaser in a clean and safe manner.

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Purchaser is responsible for ensuring that all of their Material Handling Equipment (MHE) operators are properly trained and licensed to operate the type of equipment they will be utilizing. Purchaser is further required to provide a copy of each MHE operator training certificate and/or MHE license to the Sales Contracting Officer to be filed in their contract folder.

Purchaser is required to ensure that all Oxygen & Acetylene cylinders and/or any other compressed gas cylinders used in performance of this contract, that have been in service for 5 years or more, have a Hydrostatic test date stenciled on the cylinder. Purchaser is required to ensure that all gas cutting torches and Oxygen & Acetylene cylinders and/or other compressed gas cylinders used in performance of this contract, contain all appropriate flashback arrestors.

OPERATIONAL PLAN

All property in this item will be demilitarized or mutilated by the PURCHASER in accordance with US Government specifications and will be observed and approved by US Government officials prior to removal by the purchaser. The US Government reserves the right for final inspection and may require additional mutilation or demilitarization as necessary. The US Government will determine the priority for which property will be demilitarized, mutilated and REMOVED. Purchaser must submit an operational plan with their bid to demonstrate and explain how demilitarization and mutilation will occur. Plan must also include number of employees and job title (cutter, MHE operator, driver, laborer, Etc.), number and type of equipment.

Failure to submit this information with the bid will be considered an unresponsive bid and the bid will not be considered for award.

Please use the below guide for the operational plan. Purchaser must submit a description of their operational plan which shows the capability to accomplish demilitarization, mutilation, loading, removal, security clearances, and safety practices planned to ensure contract compliance. Failure to submit an operational plan will render the bid non-responsive.

- A. **Demilitarization/Mutilation:** Describe how property will be demilitarized / mutilated. Include the type of employees, number of employees, and amount and types of equipment that will be used.
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- D. **Safety:** Describe personal safety equipment to be used by personnel performing the demilitarization, mutilation, movement, and/or loading of property.

SCHEDULING

Purchaser will be notified either in writing (via email) or verbally (in person or via phone call) at least 72 hours prior to the time of the removal, with the number and type of trucks and/or equipment needed for removal at the different locations in Qatar. Purchaser must not wait until the day of loading to inform the USG representative that there is a problem with providing the requested number and type of transport conveyance.

If purchaser is NOT able to provide the requested number and type of transport conveyances, notification must be given to the USG representative via (email or phone call).

SCHEDULING

A minimum of four (4) days' notice (excluding non-removal days); will be provided to the bidder for any removals that are required at locations other than Al Udeid Airbase, Qatar. Purchaser or their designated representative MUST be present, available and on-site during each removal operation. USG representative will not be responsible for overseeing, leading, guiding or otherwise, instructing purchaser's drivers or other personnel. Refusal to perform removals may result in termination of contract.

ACCESS TO USG INSTALLATIONS

The USG will assist in entry/access to the USG installations for a minimal amount of personnel required for the assigned task. There will be no CAC sponsorship within this contract. Due to fluctuations in security levels, additional security requirements may be imposed on the bidder to gain access to USG installations.

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Awards for this item will be based on highest priced responsive, responsible bidder. It is expected that multiple awards will be made on this item to ensure the requirements for constant removals are achieved. There will be absolutely no changes, modifications, adjustments, or negotiations concerning bid price after award.

MULTIPLE AWARDS

The U.S. Government intends to make multiple awards of this item in order to have sufficient capability to conduct ongoing removals without breaks in service to the USG in Qatar, regardless of the contingencies that individual contractors may experience. Accordingly, the number of contracts awarded for this item is not pre-determined. The USG may award one or several contracts for this item and it may award to only the highest priced offers or it may award to every responsive, responsible bidder who submits a bid to the USG it determines to be reasonable.

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POINTS OF CONTACT

USG, changing or supplementing the terms of the contract or any condition thereof, is unauthorized and shall confer no right upon the purchaser. A designated USG representative will be responsible for communicating with the purchaser in the day-to-day operations and coordination of removals.

LOCATIONS

The primary location for removals will be Al Udeid Airbase, State of Qatar. Other locations for removals within the borders of the State of Qatar may be designated by the SCO during the term of the contract. A minimum of four (4) days' notice, (excluding non-removal days), will be provided to the bidder for any removals that are required at locations other than Al Udeid Airbase, Qatar.

WEIGHTS AND MEASURES

All billing for this item will be based on the net weight in pounds. The method of measure will be the USG scale at Al Udeid Airbase if available. If available the USG scale will be calibrated two (2) times annually. Verification of calibration will be provided upon request. In the event the USG scale is not available, not functioning, or cannot be used due to size of truck and/or trailer, a mutually agreed upon estimated weight will be used. This weight must be agreed upon by the designated representative of the bidder and the USG. No property will be removed until this mutually agreed upon estimated weight is attained.

BILLING

All billing for this item will be based on the net weight in pounds multiplied by the item bid price. The formula for billing is:

Net Weight (Lbs.) X Item Bid Price per Lb = Total amount owed to USG by Bidder.

This formula will be applied for each item number.

Billing is completed in monthly cycles, from the 25th of the month to the 24th. The bill for the previous month will be provided electronically within 3 days of the cycle completion. The bidder will have 30 days from the date the bill was prepared to pay the summary bill in full. Interest will be applied to all overdue payments. There is no pre-payment or overpayment allowed. All issues concerning the billing process, amounts, charges, and disputes are to be addressed directly with the SCO for resolution. Failure to pay bill in full and in a timely manner will result in notice of default, termination of the contract and possible suspension or debarment.

REMOVAL PRIORITY

The USG will designate which property will be removed and when. The USG will also determine the priority of mutilation and/or demilitarization. There will be no culling or mixing of property unless authorized by the USG.

HAZARDOUS

This item will not contain known and identified hazardous waste or hazardous material without prior disclosure. Bidder is notified that some property may contain Chemical Agent Resistant Coating Paint (CARC). CARC may contain trivalent chrome, lead, cobalt-zinc, hex methylene, biphenyl diisocyanate and/or other chemicals that may pose a risk to human health if not handled and or processed appropriately. Bidder must ensure that the appropriate safety clothing and personal protective equipment (PPE) is being used by its personnel at all times.

SAFETY

It is important to DLA to create and maintain a safe working environment. The bidder must ensure that all vehicles and equipment are operated in a safe manner mutually agreed to by the USG and the bidder. Purchaser is responsible for ensuring that all of their Material Handling Equipment (MHE) operators are properly trained to operate the type of equipment they will be utilizing. The bidder is responsible for their personnel and equipment having appropriate safety and personal protection equipment (PPE). At no time will operations be conducted in an unsafe manner.

LOCAL, STATE, FEDERAL, NATIONAL, INTERNATIONAL LAWS, STATUTES, RULES, AND REGULATIONS TO INCLUDE TAXES, DUTIES, FEES, TOLLS, AND PAYMENTS

Bidders must be properly registered and licensed to conduct legal and lawful business in the State of Qatar prior to any contract award. Bidder will be provided written notification (via email) of a tentative contract award. Bidder will have ten (10) business days to obtain all necessary permits and licenses. If bidder fails to obtain all necessary permits and licenses within ten (10) business days, bidder will be found to be non-responsible and will not be awarded. It is the sole responsibility of the bidder to be in compliance with all local, state, federal, national, international, maritime laws, rules, statutes, and regulations that may apply to this sale.

The USG has been advised by Qatari customs officials at Al Udeid Airbase that Qatar law imposes restrictions on the export of most ferrous metals including scrap metals out of Qatar. Bidders are advised that it is their sole responsibility to be in compliance with current export restrictions of scrap metal and steel. The USG will have no legal obligation, control or oversight to the process requiring scrap metal to be sold only to (Qatar Steel) in Qatar, nor will the USG be responsible for monitoring the bidder's compliance with this requirement. The USG will not be held responsible or liable for the bidder failing to be in compliance with any local, state, federal, national, international laws, statutes, rules, and regulations that may apply to this sale. Further, bidder must comply with any regulations governing the payment of custom duties, taxes, tariffs, or charges to proper authorities.

CONTRACT DISPUTES ACT OF 1978

Any contract awarded as a result of this sale is subject to the Contract Disputes Act 1978 (41 U.S.C. 601-613). The Contract Disputes Act establishes the procedures for handling "claims" relating to United States Federal Government contracts. Claims by contractors against the Federal Government must be submitted in writing to the Government's Contracting Officer for a decision. Claims by contractors for more than \$100,000 must be accompanied by a certification that (i) the claim is made in good faith, (ii) the supporting data is accurate and complete to the best of the contractor's knowledge and belief, (iii) the amount requested represents the contract adjustment for which the contractor believes the Federal Government is liable, and (iv) the certifier is authorized to submit the certification on behalf of the contractor.

WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)(APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651 et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

OPTION TO EXTEND THE TERM OF THE CONTRACT

The USG may extend the term of this contract (ITEM #3) by written notice to the purchaser within 30-days of contract expiration; provided that the USG gives the purchaser a preliminary written notice of its intent to extend at least 60-days before the contract expires. The preliminary notice does not commit or obligate the USG to an extension. Purchaser is under no obligation to accept any proposed contract extension. A purchaser's rejection of an offer to extend the term of the contract, will not affect its relationship with the USG. If mutually agreed upon, the total duration of each option period shall not exceed 12 months. Contract extension will be for the same price and minimum quantity as the base contract. The term of this contract for item #3 will not exceed the maximum estimated quantity for item #3, identified in clause entitled "MINIMUM/MAXIMUM AMOUNTS."

MINIMUM/MAXIMUM AMOUNTS

The estimated generation for this item is within the minimum and maximum amounts advertised. The specific amounts are unknown as this is a sales contract for future generation of scrap. The generation for this item will fluctuate due to dependence on operational aspects of the worldwide USG mission. Bidders awarded a term scrap sales contract should not assume that they will receive volumes of scrap the same as or similar to that tendered to any other particular offeror. Bidders are advised that removals may vary and the only quantity the USG guarantees a buyer will receive/remove is the stated minimum. Bidders staffing and operational expenditures in support of this contract are bidder's expenses and the USG will not be held liable for and will in no way, shape, or form pay for any operational expenses incurred by the bidder. The bidder will receive at least the minimum and less than the maximum amounts of this item within the term of the contract.

CONTACT: WILLIE N. PAYNE: willie.payne@dla.mil

MINIMUM QUANTITY: 23,000 POUNDS

MAXIMUM QUANTITY: 80,000 POUNDS

SALE BY REFERENCE, JULY 2012
Instructions, Terms & Conditions Applicable To
Department of Defense Personal Property Offered For Sale
By DLA Disposition Services.

THE FOLLOWING TERMS, CONDITIONS & ARTICLES ALSO APPLY:

- PART 05-I: Military Munitions List Items (MLI)
- PART 05-J: Commerce Control List (CCLI) Items
- PART 05-K: US Munitions and Commerce Control List Items (USML/CCLI) Compliance
- PART 06-D: Change in Contract Requirements
- PART 07-E: Dangerous Property
- PART 08-A: Taxes and Duties
- PART 08-B: Importation Restrictions
- PART 08-C: Compliance with Laws, Restrictions, Limitations, Obtaining of Licenses, Etc.
- PART 08-E: Representation of Non-Collusion
- PART 08-F: Import Certificate and Delivery Verification (IC/DV)
- PART 08-G: Disposition and Use of Property
- PART 08-H: Special Waste Notice
- PART 08-I: Transporting Dangerous Goods
- PART 08-J: Liability and Insurance
- B08: Demilitarization
- B15: Pre-Payment and Payment on Term Contracts
- B27: Hold Harmless Condition
- FE: Furnished Equipment
- KC: Illicit Acts
- LM: Inspection of Contract Performance
- MD: Partial Removal
- MM: Minimum and Maximum Quantities
- PB: Denied Areas/Exceptions/Commodity Restrictions
- PC: Failure to Perform
- PD: Failure to Remove
- PE: Title
- PF: Termination
- PI: Mutilation
- SF: Safety

4. SCRAP METALS WITH DEMILITARIZATION AND/OR MUTILATION PERFORMED BY THE PURCHASER:

- a. Demilitarization and/or mutilation performed by the purchaser prior to release.
- b. Item will be Demilitarization Code A upon release.
- c. Item will not be in a usable or serviceable (condition code A) upon release.

This item may include scrap residue derived from demilitarization and mutilation of various types of property with initial demilitarization codes of A, B, C, D, F and Q. Item may include but will not be limited to: White goods such as refrigerators, washers, dryers, air conditioners, commercial generators, microwaves, power washers, welding machines. This item may also include hand and power tools, hardware items such as nuts, bolts, screws, nails, wire rope, copper wire and chains. In addition, item #4 may also include portable/movable enclosures, shelters, containers, conex, consisting of any and all electrical units, plugs, cords, etc., that are attached with the item. This item may include scrap metallic and non-metallic residue with foreign attachments and other debris, as outlined in clause titled "FOREIGN ATTACHMENTS AND OTHER DEBRIS". This item may or may not include container or pallet for loading and removal of this item.

DEMILITARIZATION, MUTILATION AND CONDITION CODE

All property released to purchaser will be demilitarized and/or mutilated. The property will be SCRAP, so purchaser must plan their bid accordingly. It is the sole responsibility of the USG to determine whether the item is safe to remove and has met the prescribed demilitarization and mutilation standards.

FOREIGN ATTACHMENTS AND OTHER DEBRIS

Foreign attachments included in the weight and sale. It is estimated that no more than 30% of the total removal weight per truck, may contain foreign attachments or other miscellaneous debris. No weight reduction and/or weight will be removed due to this small amount of foreign debris or attachments. Foreign attachments or other miscellaneous debris may include, but will NOT be limited to: cardboard, dirt, sand, water, and rocks, glass debris, and rubber pieces, wood chips, Etc.

SALES CONTRACT/BIDDING

The base contract period will be for twelve (12) months beginning from date of award. The U.S. Government reserves the right to extend the contract for up to two additional one year periods, based on the needs of the USG. This sale is for scrap property ONLY. The bidder will be purchasing scrap property from the USG and all property removed by the bidder will be in poor condition. The bidder will be required to remove all property in this item description regardless of condition. There will be no changes, modifications, adjustments, or negotiations concerning bid price after award.

If, at any time the bidder determine that they are no longer able to maintain removal capability while waiting to be contacted for removals, or if it is no longer economically profitably for their firm to continue removals, they may exercise their right to terminate their contract(s) under Article PF: "Termination" as outlined in this sale, at no cost to the USG.

ALL OR NONE BIDDING

The bidder awarded this contract will be awarded all six (6) of the items or none of the items. Bidders must place a bid on each individual item to be considered for award. Each individual item must have its own individual bid to be considered for award. The bid will be determined by using individually weighted cumulative average price of all six (6) items. The weighted factor is the percentage of the item in respect to the total historic accumulation.

- Item 1 Unit Bid Price * 15 = A
- Item 2 Unit Bid Price * 15 = B
- Item 3 Unit Bid Price * 15 = C

ALL OR NONE BIDDING

- Item 4 Unit Bid Price * 10 = D
- Item 5 Unit Bid Price * 25 = E
- Item 6 Unit Bid Price * 20 = F

A + B + C + D + E + F = X
 X / 6 = Cumulative Average

The cumulative average will be the bid price considered along with responsiveness, responsibility, and other factors in determining the award. It is expected that the awarded company will remove all of the items in this IFB or none of the items in this IFB.

USG ASSISTANCE

When available the USG will assist in the loading of the bidder's trucks using USG equipment and personnel. In the event USG assistance is NOT available for loading, the purchaser must be willing and capable of loading its own transportation conveyances, utilizing their own equipment and personnel.

Demilitarization and mutilation will be performed by the purchaser prior to removal. Purchaser must be both willing and capable of both demilitarization and mutilation, utilizing its own personnel and equipment to effectively demilitarize and/or mutilate property in accordance with U.S. Government specifications and guidelines.

There will be no USG assistance and/or support provided for any type of maintenance of Material Handling Equipment (MHE) used by the purchaser in performance of this contract. Purchaser will be required to move any MHE equipment, including gators & Polaris, requiring maintenance to their facility for maintenance service. The purchaser shall ensure it has properly maintained and adequately performing MHE capable of loading and removing this property at all times in the event that Government assistance is not available. Notification either written (via email) or verbal (in person or via phone call) will be provided when USG assistance is NOT available. Purchaser will be given at least a 10-day (excluding non-removal days) notice, when required to load its own transportation conveyances.

USG will NOT provide fuel for purchaser's MHE equipment. This includes Polaris and/or gators. Purchaser will be responsible for cleaning area after loading and maintaining area in a clean & safe condition. This includes but is not limited to, stacking and transporting empty pallets to designated staging area, removing paper trash, cardboard debris, broken wood pallets, stacking and removing any plastic tri-wall type pallets, and any other remaining debris left after loading. Purchaser is also required to keep all break room, lunch, or rest areas utilize by the purchaser in a clean and safe manner.

Purchaser is responsible for ensuring that all of their Material Handling Equipment (MHE) operators are properly trained and licensed to operate the type of equipment they will be utilizing. Purchaser is further required to provide a copy of each MHE operator training certificate and/or MHE license to the Sales Contracting Officer to be filed in their contract folder.

Purchaser is required to ensure that all Oxygen & Acetylene cylinders and/or any other compressed gas cylinders used in performance of this contract, that have been in service for 5 years or more, have a Hydrostatic test date stenciled on the cylinder. Purchaser is required to ensure that all gas cutting torches and Oxygen & Acetylene cylinders and/or other compressed gas cylinders used in performance of this contract, contain all appropriate flashback arrestors.

OPERATIONAL PLAN

All property in this item will be demilitarized or mutilated by the PURCHASER in accordance with US Government specifications and will be observed and approved by US Government officials prior to removal by the purchaser. The US Government reserves the right for final inspection and may require additional mutilation or demilitarization as necessary. The US Government will determine the priority for which property will be demilitarized, mutilated and REMOVED.

OPERATIONAL PLAN

Purchaser must submit an operational plan with their bid to demonstrate and explain how demilitarization and mutilation will occur. Plan must also include number of employees and job title (cutter, MHE operator, driver, laborer, Etc.), number and type of equipment.

Failure to submit this information with the bid will be considered an unresponsive bid and the bid will not be considered for award.

Please use the below guide for the operational plan. Purchaser must submit a description of their operational plan which shows the capability to accomplish demilitarization, mutilation, loading, removal, security clearances, and safety practices planned to ensure contract compliance. Failure to submit an operational plan will render the bid non-responsive.

- A. **Demilitarization/Mutilation:** Describe how property will be demilitarized / mutilated. Include the type of employees, number of employees, and amount and types of equipment that will be used.
- B. **Loading and Removal:** Describe how property will be loaded and removed. Include the type and number of employees and equipment to include trucks and material handling equipment.
- C. **Security/Access:** Purchaser will be responsible to legally access US Government facilities with minimal assistance from US Government personnel at the removal site. Describe any security clearances already in place or a plan on how the purchaser and employees will obtain proper security clearances to access US Government facilities.
- D. **Safety:** Describe personal safety equipment to be used by personnel performing the demilitarization, mutilation, movement, and/or loading of property.

SCHEDULING

Purchaser will be notified either in writing (via email) or verbally (in person or via phone call) at least 72 hours prior to the time of the removal, with the number and type of trucks and/or equipment needed for removal at the different locations in Qatar. Purchaser must not wait until the day of loading to inform the USG representative that there is a problem with providing the requested number and type of transport conveyance.

If purchaser is NOT able to provide the requested number and type of transport conveyances, notification must be given to the USG representative via (email or phone call).

A minimum of four (4) days' notice, (excluding non-removal days), will be provided to the bidder for any removals that are required at locations other than Al Udeid Airbase, Qatar. Purchaser or their designated representative MUST be present, available and on-site during each removal operation. USG representative will not be responsible for overseeing, leading, guiding or otherwise, instructing purchaser's drivers or other personnel. Refusal to perform removals may result in termination of contract.

ACCESS TO USG INSTALLATIONS

The USG will assist in entry/access to the USG installations for a minimal amount of personnel required for the assigned task. There will be no CAC sponsorship within this contract. Due to fluctuations in security levels, additional security requirements may be imposed on the bidder to gain access to USG installations.

AWARD CRITERIA

Awards for this item will be based on highest priced responsive, responsible bidder. It is expected that multiple awards will be made on this item to ensure the requirements for constant removals are achieved. There will be absolutely no changes, modifications, adjustments, or negotiations concerning bid price after award.

MULTIPLE AWARDS

The U.S. Government intends to make multiple awards of this item in order to have sufficient capability to conduct ongoing removals without breaks in service to the USG in Qatar, regardless of the contingencies that individual contractors may experience. Accordingly, the number of contracts awarded for this item is not pre-determined. The USG may award one or several contracts for this item and it may award only the highest priced offers or it may award to every responsive, responsible bidder who submits a bid to the USG it determines to be reasonable.

The USG's intent is to ensure it has sufficient number of contractors to perform in various situations and locations, while also ensuring it awards only to responsive, responsible bidders. It is the intent of the USG to award to purchasers that are fully capable of removing all the items in this IFB. In the event a purchaser is unable or unwilling to remove, another purchaser will be called upon to remove. Submitting the highest bid price (aka highest bidder), does not convey any special right nor does it imply that the purchaser will be the primary removal company or exclusively allowed to remove throughout the term of this contract. The SCO, acting in the best interests of the USG, retains the discretion to assign purchasers to remove based on mission requirements. In doing so he may consider contractor performance, location, contractor capabilities or equipment, payment status, and other factors.

It is not the Government's intent, and firms awarded a term scrap sales contract should not assume that they will receive volumes of scrap the same as or similar to that tendered to any other particular offeror. This contract contains no provisions, expressed or implied, that are intended to support a claim that any one contractor is entitled to or should receive the same types and/or volumes of scrap as any other contractor. The Government's mission requirements, locations serviced, and operations tempo are subject to change and the primary focus of the SCO and/or site leads when ordering scrap removal is to ensure consistent operations and that the Government's mission can be met without delay or impact on the military scrap generator. Given these mission requirements, the SCO shall have unrestricted discretion to assign removals in any manner needed to ensure accomplishment of the Agency's mission requirements.

POINTS OF CONTACT

All issues, concerns, and questions concerning this contract, billing, contract performance, terms and conditions will be directly addressed with the Sales Contracting Officer (SCO) for this sale. Any oral or written statement by an unwarranted representative of the USG, changing or supplementing the terms of the contract or any condition thereof, is unauthorized and shall confer no right upon the purchaser. A designated USG representative will be responsible for communicating with the purchaser in the day-to-day operations and coordination of removals.

LOCATIONS

The primary location for removals will be Al Udeid Airbase, State of Qatar. Other locations for removals within the borders of the State of Qatar may be designated by the SCO during the term of the contract. A minimum of four (4) days' notice, (excluding non-removal days), will be provided to the bidder for any removals that are required at locations other than Al Udeid Airbase, Qatar.

WEIGHTS AND MEASURES

All billing for this item will be based on the net weight in pounds. The method of measure will be the USG scale at Al Udeid Airbase if available. If available the USG scale will be calibrated two (2) times annually. Verification of calibration will be provided upon request. In the event the USG scale is not available, not functioning, or cannot be used due to size of truck and/or trailer, a mutually agreed upon estimated weight will be used. This weight must be agreed upon by the designated representative of the bidder and the USG. No property will be removed until this mutually agreed upon estimated weight is attained.

BILLING

All Billing for this item will be based on the net weight in pounds multiplied by the item bid price. The formula for billing is:

Net Weight (Lbs.) X Item Bid Price per Lb = Total amount owed to USG by Bidder.

This formula will be applied for each item number.

Billing is completed in monthly cycles, from the 25th of the month to the 24th. The bill for the previous month will be provided electronically within 3 days of the cycle completion. The bidder will have 30 days from the date the bill was prepared to pay the summary bill in full. Interest will be applied to all overdue payments. There is no pre-payment or overpayment allowed. All issues concerning the billing process, amounts, charges, and disputes are to be addressed directly with the SCO for resolution. Failure to pay bill in full and in a timely manner will result in notice of default, termination of the contract and possible suspension or debarment.

REMOVAL PRIORITY

The USG will designate which property will be removed and when. The USG will also determine the priority of mutilation and/or demilitarization. There will be no culling or mixing of property unless authorized by the USG.

HAZARDOUS

This item will not contain known and identified hazardous waste or hazardous material without prior disclosure. Bidder is notified that some property may contain Chemical Agent Resistant Coating Paint (CARC). CARC may contain trivalent chrome, lead, cobalt-zinc, hex methylene, biphenyl diisocyanate and/or other chemicals that may pose a risk to human health if not handled and or processed appropriately. Bidder must ensure that the appropriate safety clothing and personal protective equipment (PPE) is being used by its personnel at all times.

SAFETY

It is important to DLA to create and maintain a safe working environment. The bidder must ensure that all vehicles and equipment are operated in a safe manner mutually agreed to by the USG and the bidder. Purchaser is responsible for ensuring that all of their Material Handling Equipment (MHE) operators are properly trained to operate the type of equipment they will be utilizing. The bidder is responsible for their personnel and equipment having appropriate safety and personal protection equipment (PPE). At no time will operations be conducted in an unsafe manner.

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Bidders must be properly registered and licensed to conduct legal and lawful business in the State of Qatar prior to any contract award. Bidder will be provided written notification (via email) of a tentative contract award. Bidder will have ten (10) business days to obtain all necessary permits and licenses. If bidder fails to obtain all necessary permits and licenses within ten (10) business days, bidder will be found to be non-responsible and will not be awarded. It is the sole responsibility of the bidder to be in compliance with all local, state, federal, national, international, maritime laws, rules, statutes, and regulations that may apply to this sale.

The USG has been advised by Qatari customs officials at Al Udeid Airbase that Qatar law imposes restrictions on the export of most ferrous metals including scrap metals out of Qatar. Bidders are advised that it is their sole responsibility to be in compliance with current export restrictions of scrap metal and steel. The USG will have no legal obligation, control or oversight to the process requiring scrap metal to be sold only to (Qatar Steel) in Qatar, nor will the USG be responsible for monitoring the bidder's compliance with this requirement. The USG will not be held responsible or liable for the bidder failing to be in compliance with any local, state,

LOCAL, STATE, FEDERAL, NATIONAL, INTERNATIONAL LAWS, STATUTES, RULES, AND REGULATIONS TO INCLUDE TAXES, DUTIES, FEES, TOLLS, AND PAYMENTS

federal, national, international laws, statutes, rules, and regulations that may apply to this sale. Further, bidder must comply with any regulations governing the payment of custom duties, taxes, tariffs, or charges to proper authorities.

CONTRACT DISPUTES ACT OF 1978

Any contract awarded as a result of this sale is subject to the Contract Disputes Act 1978 (41 U.S.C. 601-613). The Contract Disputes Act establishes the procedures for handling "claims" relating to United States Federal Government contracts. Claims by contractors against the Federal Government must be submitted in writing to the Government's Contracting Officer for a decision. Claims by contractors for more than \$100,000 must be accompanied by a certification that (i) the claim is made in good faith, (ii) the supporting data is accurate and complete to the best of the contractor's knowledge and belief, (iii) the amount requested represents the contract adjustment for which the contractor believes the Federal Government is liable, and (iv) the certifier is authorized to submit the certification on behalf of the contractor.

WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)(APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651 et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

OPTION TO EXTEND THE TERM OF THE CONTRACT

The USG may extend the term of this contract (ITEM #4) by written notice to the purchaser within 30-days of contract expiration; provided that the USG gives the purchaser a preliminary written notice of its intent to extend at least 60-days before the contract expires. The preliminary notice does not commit or obligate the USG to an extension. Purchaser is under no obligation to accept any proposed contract extension. A purchaser's rejection of an offer to extend the term of the contract, will not affect its relationship with the USG. If mutually agreed upon, the total duration of each option period shall not exceed 12 months. Contract extension will be for the same price and minimum quantity as the base contract. The term of this contract for item #4 will not exceed the maximum estimated quantity for item #4, identified in clause entitled "MINIMUM/MAXIMUM AMOUNTS."

MINIMUM/MAXIMUM AMOUNTS

The estimated generation for this item is within the minimum and maximum amounts advertised. The specific amounts are unknown as this is a sales contract for future generation of scrap. The generation for this item will fluctuate due to dependence on operational aspects of the worldwide USG mission. Bidders awarded a term scrap sales contract should not assume that they will receive volumes of scrap the same as or similar to that tendered to any other particular offeror. Bidders are advised that removals may vary and the only quantity the USG guarantees a buyer will receive/remove is the stated minimum. Bidders staffing and operational expenditures in support of this contract are bidder's expenses and the USG will not be held liable for and will in no way, shape, or form pay for any operational expenses incurred by the bidder. The bidder will receive at least the minimum and less than the maximum amounts of this item within the term of the contract.

MINIMUM/MAXIMUM AMOUNTS

CONTACT: WILLIE N. PAYNE: willie.payne@dla.mil

MINIMUM QUANTITY: 23,000 POUNDS

MAXIMUM QUANTITY: 5,000,000 POUNDS

SALE BY REFERENCE, JULY 2012
 Instructions, Terms & Conditions Applicable To
 Department of Defense Personal Property Offered For Sale
 By DLA Disposition Services.

THE FOLLOWING TERMS, CONDITIONS & ARTICLES ALSO APPLY:

- PART 05-I: Military Munitions List Items (MLI)
- PART 05-J: Commerce Control List (CCLI) Items
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 - PB: Denied Areas/Exceptions/Commodity Restrictions
 - PC: Failure to Perform
 - PD: Failure to Remove
 - PE: Title
 - PF: Termination
 - PI: Mutilation
 - SF: Safety

5. SCRAP VEHICLES AND VEHICULAR RELATED COMPONENTS WITH DEMILITARIZATION AND/OR MUTILATION PERFORMED BY THE PURCHASER:

- a. Demilitarization and/or mutilation performed by the purchaser prior to release.
- b. Item will be Demilitarization Code A upon release.
- c. Item will not be in a usable or serviceable (condition code A) upon release.

This item may include scrap vehicle residue derived from the demilitarization and mutilation of tactical vehicles (TV), non-tactical vehicles (NTV), and all-terrain vehicles (ATV). This item may include but will not be limited to all vehicular armor, frames, axles, hulls, engines, parts, pieces, components, ballistic vehicle glass and all attached components of the ballistic glass, regardless of whether it is derived from the scrap vehicle. This item will only include tires that are attached to the TV, ATV, or NTV by the axle and those tires are not required to be removed by current demilitarization and mutilation standards. This item shall include all scrap vehicle residue regardless of condition.

This item may include scrap vehicle residue with foreign attachments and other debris, as outlined in clause titled "FOREIGN ATTACHMENTS AND OTHER DEBRIS".

May or may not include container or pallet for loading and removal of this item. Determination of what property available for removal will be classified as ITEM 5 will be the sole responsibility of the Sales Contracting Officer.

DEMILITARIZATION, MUTILATION AND CONDITION CODE

All property released to purchaser will be demilitarized and/or mutilated. The property will be SCRAP, so purchaser must plan their bid accordingly. It is the sole responsibility of the USG to determine whether the item is safe to remove and has met the prescribed demilitarization and mutilation standards.

FOREIGN ATTACHMENTS AND OTHER DEBRIS

Foreign attachments included in the weight and sale. It is estimated that no more than 30% of the total removal weight per truck, may contain foreign attachments or other miscellaneous debris. No weight reduction and/or weight will be removed due to this small amount of foreign debris or attachments. Foreign attachments or other miscellaneous debris may include, but will NOT be limited to: cardboard, dirt, sand, water, and rocks, glass debris, and rubber pieces, wood chips, Etc.

SALES CONTRACT/BIDDING

The base contract period will be for twelve (12) months beginning from date of award. The U.S. Government reserves the right to extend the contract for up to two additional one year periods, based on the needs of the USG. This sale is for scrap property ONLY. The bidder will be purchasing scrap property from the USG and all property removed by the bidder will be in poor condition. The bidder will be required to remove all property in this item description regardless of condition. There will be no changes, modifications, adjustments, or negotiations concerning bid price after award.

If, at any time the bidder determine that they are no longer able to maintain removal capability while waiting to be contacted for removals, or if it is no longer economically profitably for their firm to continue removals, they may exercise their right to terminate their contract(s) under Article PF: "Termination" as outlined in this sale, at no cost to the USG.

ALL OR NONE BIDDING

The bidder awarded this contract will be awarded all six (6) of the items or none of the items. Bidders must place a bid on each individual item to be considered for award. Each individual item must have its own individual bid to be considered for award. The bid will be determined by using individually weighted cumulative average price of all six (6) items. The weighted factor is the percentage of the item in respect to the total historic accumulation.

- Item 1 Unit Bid Price * 15 = A
- Item 2 Unit Bid Price * 15 = B
- Item 3 Unit Bid Price * 15 = C
- Item 4 Unit Bid Price * 10 = D
- Item 5 Unit Bid Price * 25 = E
- Item 6 Unit Bid Price * 20 = F

A + B + C + D + E + F = X
 X / 6 = Cumulative Average

The cumulative average will be the bid price considered along with responsiveness, responsibility, and other factors in determining the award. It is expected that the awarded company will remove all of the items in this IFB or none of the items in this IFB.

USG ASSISTANCE

When available the USG will assist in the loading of the bidder's trucks using USG equipment and personnel. In the event USG assistance is NOT available for loading, the purchaser must be willing and capable of loading its own transportation conveyances, utilizing their own equipment and personnel.

Demilitarization and mutilation will be performed by the purchaser prior to removal. Purchaser must be both willing and capable of both demilitarization and mutilation, utilizing its own personnel and equipment

USG ASSISTANCE

to effectively demilitarize and/or mutilate property in accordance with U.S. Government specifications and guidelines.

There will be no USG assistance and/or support provided for any type of maintenance of Material Handling Equipment (MHE) used by the purchaser in performance of this contract. Purchaser will be required to move any MHE equipment, including gators & Polaris, requiring maintenance to their facility for maintenance service. The purchaser shall ensure it has properly maintained and adequately performing MHE capable of loading and removing this property at all times in the event that Government assistance is not available. Notification either written (via email) or verbal (in person or via phone call) will be provided when USG assistance is NOT available. Purchaser will be given at least a 10-day (excluding non-removal days) notice, when required to load its own transportation conveyances.

USG will NOT provide fuel for purchaser's MHE equipment. This includes Polaris and/or gators. Purchaser will be responsible for cleaning area after loading and maintaining area in a clean & safe condition. This includes but is not limited to, stacking and transporting empty pallets to designated staging area, removing paper trash, cardboard debris, broken wood pallets, stacking and removing any plastic tri-wall type pallets, and any other remaining debris left after loading. Purchaser is also required to keep all break room, lunch, or rest areas utilize by the purchaser in a clean and safe manner.

Purchaser is responsible for ensuring that all of their Material Handling Equipment (MHE) operators are properly trained and licensed to operate the type of equipment they will be utilizing. Purchaser is further required to provide a copy of each MHE operator training certificate and/or MHE license to the Sales Contracting Officer to be filed in their contract folder.

Purchaser is required to ensure that all Oxygen & Acetylene cylinders and/or any other compressed gas cylinders used in performance of this contract, that have been in service for 5 years or more, have a Hydrostatic test date stenciled on the cylinder. Purchaser is required to ensure that all gas cutting torches and Oxygen & Acetylene cylinders and/or other compressed gas cylinders used in performance of this contract, contain all appropriate flashback arrestors.

OPERATIONAL PLAN

All property in this item will be demilitarized or mutilated by the PURCHASER in accordance with US Government specifications and will be observed and approved by US Government officials prior to removal by the purchaser. The US Government reserves the right for final inspection and may require additional mutilation or demilitarization as necessary. The US Government will determine the priority for which property will be demilitarized, mutilated and REMOVED. Purchaser must submit an operational plan with their bid to demonstrate and explain how demilitarization and mutilation will occur.

Plan must also include number of employees and job title (cutter, MHE operator, driver, laborer, Etc.), number and type of equipment. Failure to submit this information with the bid will be considered an unresponsive bid and the bid will not be considered for award. Please use the below guide for the operational plan. Purchaser must submit a description of their operational plan which shows the capability to accomplish demilitarization, mutilation, loading, removal, security clearances, and safety practices planned to ensure contract compliance. Failure to submit an operational plan will render the bid non-responsive.

- A. **Demilitarization/Mutilation:** Describe how property will be demilitarized / mutilated. Include the type of employees, number of employees, and amount and types of equipment that will be used.

OPERATIONAL PLAN

- B. **Loading and Removal:** Describe how property will be loaded and removed. Include the type and number of employees and equipment to include trucks and material handling equipment.
- C. **Security/Access:** Purchaser will be responsible to legally access US Government facilities with minimal assistance from US Government personnel at the removal site. Describe any security clearances already in place or a plan on how the purchaser and employees will obtain proper security clearances to access US Government facilities.
- D. **Safety:** Describe personal safety equipment to be used by personnel performing the demilitarization, mutilation, movement, and/or loading of property.

SCHEDULING

Purchaser will be notified either in writing (via email) or verbally (in person or via phone call) at least 72 hours prior to the time of the removal, with the number and type of trucks and/or equipment needed for removal at the different locations in Qatar. Purchaser must not wait until the day of loading to inform the USG representative that there is a problem with providing the requested number and type of transport conveyance.

If purchaser is NOT able to provide the requested number and type of transport conveyances, notification must be given to the USG representative via (email or phone call).

A minimum of four (4) days' notice, (excluding non-removal days), will be provided to the bidder for any removals that are required at locations other than Al Udeid Airbase, Qatar. Purchaser or their designated representative MUST be present, available and on-site during each removal operation. USG representative will not be responsible for overseeing, leading, guiding or otherwise, instructing purchaser's drivers or other personnel. Refusal to perform removals may result in termination of contract.

ACCESS TO USG INSTALLATIONS

The USG will assist in entry/access to the USG installations for a minimal amount of personnel required for the assigned task. There will be no CAC sponsorship within this contract. Due to fluctuations in security levels, additional security requirements may be imposed on the bidder to gain access to USG installations.

AWARD CRITERIA

Awards for this item will be based on highest priced responsive, responsible bidder. It is expected that multiple awards will be made on this item to ensure the requirements for constant removals are achieved. There will be absolutely no changes, modifications, adjustments, or negotiations concerning bid price after award.

MULTIPLE AWARDS

The U.S. Government intends to make multiple awards of this item in order to have sufficient capability to conduct ongoing removals without breaks in service to the USG in Qatar, regardless of the contingencies that individual contractors may experience. Accordingly, the number of contracts awarded for this item is not pre-determined. The USG may award one or several contracts for this item and it may award to only the highest priced offers or it may award to every responsive, responsible bidder who submits a bid to the USG it determines to be reasonable.

The USG's intent is to ensure it has sufficient number of contractors to perform in various situations and locations, while also ensuring it awards only to responsive, responsible bidders. It is the intent of the USG to award to purchasers that are fully capable of removing all the items in this IFB. In the event a purchaser is unable or unwilling to remove, another purchaser will be called upon to remove. Submitting the highest bid price (aka highest bidder), does not convey any special right nor does it imply that the purchaser will be the primary removal company or exclusively allowed to remove throughout the term of this contract.

MULTIPLE AWARDS

The SCO, acting in the best interests of the USG, retains the discretion to assign purchasers to remove based on mission requirements. In doing so he may consider contractor performance, location, contractor capabilities or equipment, payment status, and other factors.

It is not the Government's intent, and firms awarded a term scrap sales contract should not assume that they will receive volumes of scrap the same as or similar to that tendered to any other particular offeror. This contract contains no provisions, expressed or implied, that are intended to support a claim that any one contractor is entitled to or should receive the same types and/or volumes of scrap as any other contractor. The Government's mission requirements, locations serviced, and operations tempo are subject to change and the primary focus of the SCO and/or site leads when ordering scrap removal is to ensure consistent operations and that the Government's mission can be met without delay or impact on the military scrap generator. Given these mission requirements, the SCO shall have unrestricted discretion to assign removals in any manner needed to ensure accomplishment of the Agency's mission requirements.

POINTS OF CONTACT

All issues, concerns, and questions concerning this contract, billing, contract performance, terms and conditions will be directly addressed with the Sales Contracting Officer (SCO) for this sale. Any oral or written statement by an unwarranted representative of the USG, changing or supplementing the terms of the contract or any condition thereof, is unauthorized and shall confer no right upon the purchaser. A designated USG representative will be responsible for communicating with the purchaser in the day-to-day operations and coordination of removals.

LOCATIONS

The primary location for removals will be Al Udeid Airbase, State of Qatar. Other locations for removals within the borders of the State of Qatar may be designated by the SCO during the term of the contract. A minimum of four (4) days' notice, (excluding non-removal days), will be provided to the bidder for any removals that are required at locations other than Al Udeid Airbase, Qatar.

WEIGHTS AND MEASURES

All billing for this item will be based on the net weight in pounds. The method of measure will be the USG scale at Al Udeid Airbase if available. If available the USG scale will be calibrated two (2) times annually. Verification of calibration will be provided upon request. In the event the USG scale is not available, not functioning, or cannot be used due to size of truck and/or trailer, a mutually agreed upon estimated weight will be used. This weight must be agreed upon by the designated representative of the bidder and the USG. No property will be removed until this mutually agreed upon estimated weight is attained.

BILLING

All Billing for this item will be based on the net weight in pounds multiplied by the item bid price. The formula for billing is:

Net Weight (Lbs.) X Item Bid Price per Lb = Total amount owed to USG by Bidder.

This formula will be applied for each item number.

Billing is completed in monthly cycles, from the 25th of the month to the 24th. The bill for the previous month will be provided electronically within 3 days of the cycle completion. The bidder will have 30 days from the date the bill was prepared to pay the summary bill in full. Interest will be applied to all overdue payments. There is no pre-payment or overpayment allowed. All issues concerning the billing process, amounts, charges, and disputes are to be addressed directly with the SCO for resolution. Failure to pay bill in full and in a timely manner will result in notice of default, termination of the contract and possible suspension or debarment.

REMOVAL PRIORITY

The USG will designate which property will be removed and when. The USG will also determine the priority of mutilation and/or demilitarization. There will be no culling or mixing of property unless authorized by the USG.

HAZARDOUS

This item will not contain known and identified hazardous waste or hazardous material without prior disclosure. Bidder is notified that some property may contain Chemical Agent Resistant Coating Paint (CARC). CARC may contain trivalent chrome, lead, cobalt-zinc, hex methylene, biphenyl diisocyanate and/or other chemicals that may pose a risk to human health if not handled and or processed appropriately. Bidder must ensure that the appropriate safety clothing and personal protective equipment (PPE) is being used by its personnel at all times.

SAFETY

It is important to DLA to create and maintain a safe working environment. The bidder must ensure that all vehicles and equipment are operated in a safe manner mutually agreed to by the USG and the bidder. Purchaser is responsible for ensuring that all of their Material Handling Equipment (MHE) operators are properly trained to operate the type of equipment they will be utilizing. The bidder is responsible for their personnel and equipment having appropriate safety and personal protection equipment (PPE). At no time will operations be conducted in an unsafe manner.

LOCAL, STATE, FEDERAL, NATIONAL, INTERNATIONAL LAWS, STATUTES, RULES, AND REGULATIONS TO INCLUDE TAXES, DUTIES, FEES, TOLLS, AND PAYMENTS

Bidders must be properly registered and licensed to conduct legal and lawful business in the State of Qatar prior to any contract award. Bidder will be provided written notification (via email) of a tentative contract award. Bidder will have ten (10) business days to obtain all necessary permits and licenses. If bidder fails to obtain all necessary permits and licenses within ten (10) business days, bidder will be found to be non-responsible and will not be awarded. It is the sole responsibility of the bidder to be in compliance with all local, state, federal, national, international, maritime laws, rules, statutes, and regulations that may apply to this sale.

The USG has been advised by Qatari customs officials at Al Udeid Airbase that Qatar law imposes restrictions on the export of most ferrous metals including scrap metals out of Qatar. Bidders are advised that it is their sole responsibility to be in compliance with current export restrictions of scrap metal and steel. The USG will have no legal obligation, control or oversight to the process requiring scrap metal to be sold only to (Qatar Steel) in Qatar, nor will the USG be responsible for monitoring the bidder's compliance with this requirement. The USG will not be held responsible or liable for the bidder failing to be in compliance with any local, state, federal, national, international laws, statutes, rules, and regulations that may apply to this sale. Further, bidder must comply with any regulations governing the payment of custom duties, taxes, tariffs, or charges to proper authorities.

CONTRACT DISPUTES ACT OF 1978

Any contract awarded as a result of this sale is subject to the Contract Disputes Act 1978 (41 U.S.C. 601-613). The Contract Disputes Act establishes the procedures for handling "claims" relating to United States Federal Government contracts. Claims by contractors against the Federal Government must be submitted in writing to the Government's Contracting Officer for a decision. Claims by contractors for more than \$100,000 must be accompanied by a certification that (i) the claim is made in good faith, (ii) the supporting data is accurate and complete to the best of the contractor's knowledge and belief, (iii) the amount requested represents the contract adjustment for which the contractor believes the Federal Government is liable, and (iv) the certifier is authorized to submit the certification on behalf of the contractor.

WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)(APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651 et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

OPTION TO EXTEND THE TERM OF THE CONTRACT

The USG may extend the term of this contract (ITEM #5) by written notice to the purchaser within 30-days of contract expiration; provided that the USG gives the purchaser a preliminary written notice of its intent to extend at least 60-days before the contract expires. The preliminary notice does not commit or obligate the USG to an extension. Purchaser is under no obligation to accept any proposed contract extension. A purchaser's rejection of an offer to extend the term of the contract, will not affect its relationship with the USG. If mutually agreed upon, the total duration of each option period shall not exceed 12 months. Contract extension will be for the same price and minimum quantity as the base contract. The term of this contract for item #5 will not exceed the maximum estimated quantity for item #5, identified in clause entitled "MINIMUM/MAXIMUM AMOUNTS."

MINIMUM/MAXIMUM AMOUNTS

The estimated generation for this item is within the minimum and maximum amounts advertised. The specific amounts are unknown as this is a sales contract for future generation of scrap. The generation for this item will fluctuate due to dependence on operational aspects of the worldwide USG mission. Bidders awarded a term scrap sales contract should not assume that they will receive volumes of scrap the same as or similar to that tendered to any other particular offeror. Bidders are advised that removals may vary and the only quantity the USG guarantees a buyer will receive/remove is the stated minimum. Bidders staffing and operational expenditures in support of this contract are bidder's expenses and the USG will not be held liable for and will in no way, shape, or form pay for any operational expenses incurred by the bidder. The bidder will receive at least the minimum and less than the maximum amounts of this item within the term of the contract.

CONTACT: WILLIE N. PAYNE: willie.payne@dla.mil

MINIMUM QUANTITY: 23,000 POUNDS
 MAXIMUM QUANTITY: 15,000,000 POUNDS

SALE BY REFERENCE, JULY 2012

Instructions, Terms & Conditions Applicable To Department of Defense Personal Property Offered For Sale By DLA Disposition Services.

THE FOLLOWING TERMS, CONDITIONS & ARTICLES ALSO APPLY:

- PART 05-I: Military Munitions List Items (MLI)
- PART 05-J: Commerce Control List (CCLI) Items
- PART 05-K: US Munitions and Commerce Control List Items (USML/CCLI) Compliance
- PART 06-D: Change in Contract Requirements
- PART 07-E: Dangerous Property
- PART 08-A: Taxes and Duties
- PART 08-B: Importation Restrictions
- PART 08-C: Compliance with Laws, Restrictions, Limitations, Obtaining of Licenses, Etc.
- PART 08-E: Representation of Non-Collusion
- PART 08-F: Import Certificate and Delivery Verification (IC/DV)
- PART 08-G: Disposition and Use of Property
- PART 08-H: Special Waste Notice
- PART 08-I: Transporting Dangerous Goods
- PART 08-J: Liability and Insurance

SALE BY REFERENCE, JULY 2012
 Instructions, Terms & Conditions Applicable To Department of Defense Personal Property Offered For Sale By DLA Disposition Services.

THE FOLLOWING TERMS, CONDITIONS & ARTICLES ALSO APPLY:

- B08: Demilitarization
- B15: Pre-Payment and Payment on Term Contracts
- B27: Hold Harmless Condition
- FE: Furnished Equipment
- KC: Illicit Acts
- LM: Inspection of Contract Performance
- MD: Partial Removal
- MM: Minimum and Maximum Quantities
- PB: Denied Areas/Exceptions/Commodity Restrictions
- PC: Failure to Perform
- PD: Failure to Remove
- PE: Title
- PF: Termination
- PI: Mutilation
- SF: Safety

6. METALLIC & NON-METALLIC SCRAP NON-VEHICULAR RELATED WITH DEMILITARIZATION AND/OR MUTILATION PERFORMED BY THE USG:

- a. Demilitarization and/or mutilation performed by the USG prior to release.
- b. Item will be Demilitarization Code A upon release.
- c. Item will not be in a usable or serviceable (condition code A) upon release.

This item may include all scrap residue derived from the demilitarization and mutilation of metallic and non-metallic scrap non-vehicular related.

This item may include metallic and non-metallic scrap non-vehicular related residue with foreign attachments and other debris, as outlined in clause titled "FOREIGN ATTACHMENTS AND OTHER DEBRIS". May or may not include container or pallet for loading and removal of this item. Determination of what property available for removal will be classified as ITEM 6 will be the sole responsibility of the Sales Contracting Officer.

DEMILITARIZATION, MUTILATION AND CONDITION CODE

All property released to purchaser will be demilitarized and/or mutilated. The property will be SCRAP, so purchaser must plan their bid accordingly. It is the sole responsibility of the USG to determine whether the item is safe to remove and has met the prescribed demilitarization and mutilation standards.

FOREIGN ATTACHMENTS AND OTHER DEBRIS

Foreign attachments included in the weight and sale. It is estimated that no more than 30% of the total removal weight per truck, may contain foreign attachments or other miscellaneous debris. No weight reduction and/or weight will be removed due to this small amount of foreign debris or attachments. Foreign attachments or other miscellaneous debris may include, but will NOT be limited to: cardboard, dirt, sand, water, and rocks, glass debris, and rubber pieces, wood chips, Etc.

SALES CONTRACT/BIDDING

The base contract period will be for twelve (12) months beginning from date of award. The U.S. Government reserves the right to extend the contract for up to two additional one year periods, based on the needs of the USG. This sale is for scrap property ONLY. The bidder will be purchasing scrap property from the USG and all property removed by the bidder will be in poor condition. The bidder will be required to remove all property in this item description regardless of condition.

SALES CONTRACT/BIDDING

There will be no changes, modifications, adjustments, or negotiations concerning bid price after award.

If, at any time the bidder determine that they are no longer able to maintain removal capability while waiting to be contacted for removals, or if it is no longer economically profitably for their firm to continue removals, they may exercise their right to terminate their contract(s) under Article PF: "Termination" as outlined in this sale, at no cost to the USG.

ALL OR NONE BIDDING

The bidder awarded this contract will be awarded all six (6) of the items or none of the items. Bidders must place a bid on each individual item to be considered for award. Each individual item must have its own individual bid to be considered for award. The bid will be determined by using individually weighted cumulative average price of all six (6) items. The weighted factor is the percentage of the item in respect to the total historic accumulation.

Item 1 Unit Bid Price * 15 = A
 Item 2 Unit Bid Price * 15 = B
 Item 3 Unit Bid Price * 15 = C
 Item 4 Unit Bid Price * 10 = D
 Item 5 Unit Bid Price * 25 = E
 Item 6 Unit Bid Price * 20 = F

A + B + C + D + E + F = X
 X / 6 = Cumulative Average

The cumulative average will be the bid price considered along with responsiveness, responsibility, and other factors in determining the award. It is expected that the awarded company will remove all of the items in this IFB or none of the items in this IFB.

USG ASSISTANCE

When available the USG will assist in the loading of the bidder's trucks using USG equipment and personnel. In the event USG assistance is NOT available for loading, the purchaser must be willing and capable of loading its own transportation conveyances, utilizing their own equipment and personnel.

Demilitarization and mutilation will be performed by the USG prior to removal, utilizing its own personnel and equipment to effectively demilitarize and/or mutilate property in accordance with U.S. Government specifications and guidelines.

There will be no USG assistance and/or support provided for any type of maintenance of Material Handling Equipment (MHE) used by the purchaser in performance of this contract. Purchaser will be required to move any MHE equipment, including gators & Polaris, requiring maintenance to their facility for maintenance service. The purchaser shall ensure it has properly maintained and adequately performing MHE capable of loading and removing this property at all times in the event that Government assistance is not available. Notification either written (via email) or verbal (in person or via phone call) will be provided when USG assistance is NOT available. Purchaser will be given at least a 10-day (excluding non-removal days) notice, when required to load its own transportation conveyances.

USG will NOT provide fuel for purchaser's MHE equipment. This includes Polaris and/or gators. Purchaser will be responsible for cleaning area after loading and maintaining area in a clean & safe condition. This includes but is not limited to, stacking and transporting empty pallets to designated staging area, removing paper trash, cardboard debris, broken wood pallets, stacking and removing any plastic tri-wall type pallets, and any other remaining debris left after loading.

USG ASSISTANCE

Purchaser is also required to keep all break room, lunch, or rest areas utilize by the purchaser in a clean and safe manner.

Purchaser is responsible for ensuring that all of their Material Handling Equipment (MHE) operators are properly trained and licensed to operate the type of equipment they will be utilizing. Purchaser is further required to provide a copy of each MHE operator training certificate and/or MHE license to the Sales Contracting Officer to be filed in their contract folder.

Purchaser is required to ensure that all Oxygen & Acetylene cylinders and/or any other compressed gas cylinders used in performance of this contract, that have been in service for 5 years or more, have a Hydrostatic test date stenciled on the cylinder. Purchaser is required to ensure that all gas cutting torches and Oxygen & Acetylene cylinders and/or other compressed gas cylinders used in performance of this contract, contain all appropriate flashback arrestors.

OPERATIONAL PLAN

All property in this item will be demilitarized or mutilated by the USG in accordance with US Government specifications prior to removal by the purchaser. The US Government reserves the right for final inspection and may require additional mutilation or demilitarization as necessary. The US Government will determine the priority for which property will be demilitarized, mutilated and REMOVED. Purchaser must submit an operational plan with their bid to demonstrate and explain how loading and removal will occur when USG assistance is not available.

Plan must also include number of employees and job title (MHE operator, driver, laborer, Etc.), number and type of transport conveyances. Failure to submit this information with the bid will be considered an unresponsive bid and the bid will not be considered for award. Please use the below guide for the operational plan. Purchaser must submit a description of their operational plan which shows the capability to accomplish loading, removal, security clearances, and safety practices planned to ensure contract compliance. Failure to submit an operational plan will render the bid non-responsive.

- A. **Loading and Removal:** Describe how property will be loaded and removed. Include the type and number of employees and equipment to include trucks and material handling equipment.
- B. **Security/Access:** Purchaser will be responsible to legally access US Government facilities with minimal assistance from US Government personnel at the removal site. Describe any security clearances already in place or a plan on how the purchaser and employees will obtain proper security clearances to access US Government facilities.
- C. **Safety:** Describe personal safety equipment to be used by personnel performing the demilitarization, mutilation, movement, and/or loading of property.

SCHEDULING

Purchaser will be notified either in writing (via email) or verbally (in person or via phone call) at least 72 hours prior to the time of the removal, with the number and type of trucks and/or equipment needed for removal at the different locations in Qatar. Purchaser must not wait until the day of loading to inform the USG representative that there is a problem with providing the requested number and type of transport conveyance.

If purchaser is NOT able to provide the requested number and type of transport conveyances, notification must be given to the USG representative via (email or phone call).

SCHEDULING

A minimum of four (4) days' notice, (excluding non-removal days), will be provided to the bidder for any removals that are required at locations other than Al Udeid Airbase, Qatar. Purchaser or their designated representative MUST be present, available and on-site during each removal operation. USG representative will not be responsible for overseeing, leading, guiding or otherwise, instructing purchaser's drivers or other personnel. Refusal to perform removals may result in termination of contract.

ACCESS TO USG INSTALLATIONS

The USG will assist in entry/access to the USG installations for a minimal amount of personnel required for the assigned task. There will be no CAC sponsorship within this contract. Due to fluctuations in security levels, additional security requirements may be imposed on the bidder to gain access to USG installations.

AWARD CRITERIA

Awards for this item will be based on highest priced responsive, responsible bidder. It is expected that multiple awards will be made on this item to ensure the requirements for constant removals are achieved. There will be absolutely no changes, modifications, adjustments, or negotiations concerning bid price after award.

MULTIPLE AWARDS

The U.S. Government intends to make multiple awards of this item in order to have sufficient capability to conduct ongoing removals without breaks in service to the USG in Qatar, regardless of the contingencies that individual contractors may experience. Accordingly, the number of contracts awarded for this item is not pre-determined. The USG may award one or several contracts for this item and it may award to only the highest priced offers or it may award to every responsive, responsible bidder who submits a bid to the USG it determines to be reasonable.

The USG's intent is to ensure it has sufficient number of contractors to perform in various situations and locations, while also ensuring it awards only to responsive, responsible bidders. It is the intent of the USG to award to purchasers that are fully capable of removing all the items in this IFB. In the event a purchaser is unable or unwilling to remove, another purchaser will be called upon to remove. Submitting the highest bid price (aka highest bidder), does not convey any special right nor does it imply that the purchaser will be the primary removal company or exclusively allowed to remove throughout the term of this contract. The SCO, acting in the best interests of the USG, retains the discretion to assign purchasers to remove based on mission requirements. In doing so he may consider contractor performance, location, contractor capabilities or equipment, payment status, and other factors.

It is not the Government's intent, and firms awarded a term scrap sales contract should not assume that they will receive volumes of scrap the same as or similar to that tendered to any other particular offeror. This contract contains no provisions, expressed or implied, that are intended to support a claim that any one contractor is entitled to or should receive the same types and/or volumes of scrap as any other contractor. The Government's mission requirements, locations serviced, and operations tempo are subject to change and the primary focus of the SCO and/or site leads when ordering scrap removal is to ensure consistent operations and that the Government's mission can be met without delay or impact on the military scrap generator. Given these mission requirements, the SCO shall have unrestricted discretion to assign removals in any manner needed to ensure accomplishment of the Agency's mission requirements.

POINTS OF CONTACT

All issues, concerns, and questions concerning this contract, billing, contract performance, terms and conditions will be directly addressed with the Sales Contracting Officer (SCO) for this sale.

POINTS OF CONTACT

Any oral or written statement by an unwarranted representative of the USG, changing or supplementing the terms of the contract or any condition thereof, is unauthorized and shall confer no right upon the purchaser. A designated USG representative will be responsible for communicating with the purchaser in the day-to-day operations and coordination of removals.

LOCATIONS

The primary location for removals will be Al Udeid Airbase, State of Qatar. Other locations for removals within the borders of the State of Qatar may be designated by the SCO during the term of the contract. A minimum of four (4) days' notice, (excluding non-removal days), will be provided to the bidder for any removals that are required at locations other than Al Udeid Airbase, Qatar.

WEIGHTS AND MEASURES

All billing for this item will be based on the net weight in pounds. The method of measure will be the USG scale at Al Udeid Airbase if available. If available the USG scale will be calibrated two (2) times annually. Verification of calibration will be provided upon request. In the event the USG scale is not available, not functioning, or cannot be used due to size of truck and/or trailer, a mutually agreed upon estimated weight will be used. This weight must be agreed upon by the designated representative of the bidder and the USG. No property will be removed until this mutually agreed upon estimated weight is attained.

BILLING

All billing for this item will be based on the net weight in pounds multiplied by the item bid price. The formula for billing is:

$$\text{Net Weight (Lbs.)} \times \text{Item Bid Price per Lb} = \text{Total amount owed to USG by Bidder.}$$

This formula will be applied for each item number.

Billing is completed in monthly cycles, from the 25th of the month to the 24th. The bill for the previous month will be provided electronically within 3 days of the cycle completion. The bidder will have 30 days from the date the bill was prepared to pay the summary bill in full. Interest will be applied to all overdue payments. There is no pre-payment or overpayment allowed. All issues concerning the billing process, amounts, charges, and disputes are to be addressed directly with the SCO for resolution. Failure to pay bill in full and in a timely manner will result in notice of default, termination of the contract and possible suspension or debarment.

REMOVAL PRIORITY

The USG will designate which property will be removed and when. The USG will also determine the priority of mutilation and/or demilitarization. There will be no culling or mixing of property unless authorized by the USG.

HAZARDOUS

This item will not contain known and identified hazardous waste or hazardous material without prior disclosure. Bidder is notified that some property may contain Chemical Agent Resistant Coating Paint (CARC). CARC may contain trivalent chrome, lead, cobalt-zinc, hex methylene, biphenyl diisocyanate and/or other chemicals that may pose a risk to human health if not handled and or processed appropriately. Bidder must ensure that the appropriate safety clothing and personal protective equipment (PPE) is being used by its personnel at all times.

SAFETY

It is important to DLA to create and maintain a safe working environment. The bidder must ensure that all vehicles and equipment are operated in a safe manner mutually agreed to by the USG and the bidder. Purchaser is responsible for ensuring that all of their Material Handling Equipment (MHE) operators are properly trained to operate the type of equipment they will be utilizing.

SAFETY

The Bidder is responsible for their personnel and equipment having appropriate safety and personal protection equipment (PPE). At no time will operations be conducted in an unsafe manner.

LOCAL, STATE, FEDERAL, NATIONAL, INTERNATIONAL LAWS, STATUTES, RULES, AND REGULATIONS TO INCLUDE TAXES, DUTIES, FEES, TOLLS, AND PAYMENTS

Bidders must be properly registered and licensed to conduct legal and lawful business in the State of Qatar prior to any contract award. Bidder will be provided written notification (via email) of a tentative contract award. Bidder will have ten (10) business days to obtain all necessary permits and licenses. If bidder fails to obtain all necessary permits and licenses within ten (10) business days, bidder will be found to be non-responsible and will not be awarded. It is the sole responsibility of the bidder to be in compliance with all local, state, federal, national, international, maritime laws, rules, statutes, and regulations that may apply to this sale.

The USG has been advised by Qatari customs officials at Al Udeid Airbase that Qatar law imposes restrictions on the export of most ferrous metals including scrap metals out of Qatar. Bidders are advised that it is their sole responsibility to be in compliance with current export restrictions of scrap metal and steel. The USG will have no legal obligation, control or oversight to the process requiring scrap metal to be sold only to (Qatar Steel) in Qatar, nor will the USG be responsible for monitoring the bidder's compliance with this requirement. The USG will not be held responsible or liable for the bidder failing to be in compliance with any local, state, federal, national, international laws, statutes, rules, and regulations that may apply to this sale. Further, bidder must comply with any regulations governing the payment of custom duties, taxes, tariffs, or charges to proper authorities.

CONTRACT DISPUTES ACT OF 1978

Any contract awarded as a result of this sale is subject to the Contract Disputes Act 1978 (41 U.S.C. 601-613). The Contract Disputes Act establishes the procedures for handling "claims" relating to United States Federal Government contracts. Claims by contractors against the Federal Government must be submitted in writing to the Government's Contracting Officer for a decision. Claims by contractors for more than \$100,000 must be accompanied by a certification that (i) the claim is made in good faith, (ii) the supporting data is accurate and complete to the best of the contractor's knowledge and belief, (iii) the amount requested represents the contract adjustment for which the contractor believes the Federal Government is liable, and (iv) the certifier is authorized to submit the certification on behalf of the contractor.

WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)(APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651 et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

OPTION TO EXTEND THE TERM OF THE CONTRACT

The USG may extend the term of this contract (ITEM #6) by written notice to the purchaser within 30-days of contract expiration; provided that the USG gives the purchaser a preliminary written notice of its intent to extend at least 60-days before the contract expires. The preliminary notice does not commit or obligate the USG to an extension. Purchaser is under no obligation to accept any proposed contract extension. A purchaser's rejection of an offer to extend the term of the contract, will not affect its relationship with the USG. If mutually agreed upon, the total duration of each option period shall not exceed 12 months.

OPTION TO EXTEND THE TERM OF THE CONTRACT

Contract extension will be for the same price and minimum quantity as the base contract. The term of this contract for item #6 will not exceed the maximum estimated quantity for item #6, identified in clause entitled "MINIMUM/MAXIMUM AMOUNTS."

MINIMUM/MAXIMUM AMOUNTS

The estimated generation for this item is within the minimum and maximum amounts advertised. The specific amounts are unknown as this is a sales contract for future generation of scrap. The generation for this item will fluctuate due to dependence on operational aspects of the worldwide USG mission. Bidders awarded a term scrap sales contract should not assume that they will receive volumes of scrap the same as or similar to that tendered to any other particular offeror. Bidders are advised that removals may vary and the only quantity the USG guarantees a buyer will receive/remove is the stated minimum. Bidders staffing and operational expenditures in support of this contract are bidder's expenses and the USG will not be held liable for and will in no way, shape, or form pay for any operational expenses incurred by the bidder. The bidder will receive at least the minimum and less than the maximum amounts of this item within the term of the contract.

CONTACT: WILLIE N. PAYNE: willie.payne@dla.mil

MINIMUM QUANTITY: 23,000 POUNDS
 MAXIMUM QUANTITY: 5,000,000 POUNDS

SALE BY REFERENCE, JULY 2012
 Instructions, Terms & Conditions Applicable To Department of Defense Personal Property Offered For Sale By DLA Disposition Services.

THE FOLLOWING TERMS, CONDITIONS & ARTICLES ALSO APPLY:

- PART 05-I: Military Munitions List Items (MLI)
- PART 05-J: Commerce Control List (CCLI) Items
- PART 05-K: US Munitions and Commerce Control List Items (USML/CCLI) Compliance
- PART 06-D: Change in Contract Requirements
- PART 07-E: Dangerous Property
- PART 08-A: Taxes and Duties
- PART 08-B: Importation Restrictions
- PART 08-C: Compliance with Laws, Restrictions, Limitations, Obtaining of Licenses, Etc.
- PART 08-E: Representation of Non-Collusion
- PART 08-F: Import Certificate and Delivery Verification (IC/DV)
- PART 08-G: Disposition and Use of Property
- PART 08-H: Special Waste Notice
- PART 08-I: Transporting Dangerous Goods
- PART 08-J: Liability and Insurance
 - B08: Demilitarization
 - B15: Pre-Payment and Payment on Term Contracts
 - B27: Hold Harmless Condition
 - FE: Furnished Equipment
 - KC: Illicit Acts
 - LM: Inspection of Contract Performance
 - MD: Partial Removal
 - MM: Minimum and Maximum Quantities
 - PB: Denied Areas/Exceptions/Commodity Restrictions
 - PC: Failure to Perform
 - PD: Failure to Remove
 - PE: Title
 - PF: Termination
 - PI: Mutilation
 - SF: Safety

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Demilitarization Codes / Requirements

A DEMIL customer services helpline at 1-877-352-2255 (U.S.) is available 8:00 – 5:00 EST / EDST to address any Demilitarization problems or concerns.

Code	Explanation
A	Non-United States Munitions List (USML) / non Commerce Control List (CCL) Item. No demilitarization required. No Trade Security Controls required. Department of Commerce may impose licensing requirement to certain destinations.
B	USML Items - Mutilation to the point of scrap required worldwide.
C	USML Items - DEMIL-required. Demilitarize installed key point(s) as DEMIL Code "D."
D	USML Items - DEMIL-required. Destroy item and components to prevent restoration or repair to a usable condition.
E	DoD Demilitarization Program Office (DDPO) reserves this code for their exclusive-use only. DEMIL instructions shall be furnished by the DDPO.
F	USML Items - DEMIL-required. Item Managers, Equipment Specialists or Product Specialists shall furnish Special DEMIL instructions.
G	USML Items - DEMIL-required. Ammunition and Explosives (AE). This code applies to both unclassified and classified AE items.
P	USML Items - DEMIL-required. Security Classified Items.
Q	CCL Items - Mutilation to the point of scrap required outside the United States. In the United States, mutilation requirement is determined by the DEMIL Integrity Code (IC). In the U.S., mutilation is required when the DEMIL IC is "3" (Critical FSC/FSGMLI or Sensitive CCLI. Requires mutilation worldwide). Trade Security Controls (TSC) required in the United States.

A copy of the Defense Demilitarization Manual, DOD 4160.28-M may be obtained upon request from DLA Logistics Information Service, ATTN: DLIS/FOI, 74 Washington Avenue N, Battle Creek, MI 49037-3084. Demil Integrity Codes are contained in the DoD 4100.39-M and this manual is also available at the same address.

A copy of the Defense Demilitarization Manual, DOD 4160.21-M-1 may be obtained upon request from Defense Logistics Information Service, ATTN: DLIS/VSM, 74 Washington Avenue N, Suite 7, Battle Creek, MI 49037-3084. You may e-mail this office at: subscriptions@dlis.dla.mil

CONDITION CODES - SUPPLY (Assigned by Generating Activity)

DEFINITION: A one-digit alpha code assigned by the generating activity to describe the condition of the property.
TABLE ID: SCC

CODE	TITLE/DESCRIPTION
A	Serviceable - (Issuable w/o Qualifications) New, used, repaired, or reconditioned material which is serviceable and issuable to all customers without limitation or restrictions. Includes material with more than 6 months shelf life remaining.
B	Serviceable - (Issuable With Qualifications) New, used, repaired, or reconditioned material which is serviceable and issuable for its intended purpose but which is restricted from issue to specific units, activities, or geographical areas by reason of its limited usefulness or short service life expectancy. Includes material with 3 through 6 months shelf life.
C	Serviceable - (Priority Issue) Items which are serviceable and issuable to selected customers, but which must be issued before Condition A and B material to avoid loss as a usable asset. Includes material with less than 3 months shelf life remaining.
D	Serviceable - (Test/Modification) Serviceable material which requires test, alteration, modification, conversion or disassembly. This does not include items which must be inspected or tested immediately prior to issue.
E	Unserviceable - (Limited Restorations) Material which involves only limited expense or effort to restore to serviceable condition and which is accomplished in the storage activity where the stock is located.
F	Unserviceable Repairable - Economically repairable material which requires repair, overhaul, or reconditioning. Includes repairable items which are radioactively contaminated.
G	Unserviceable - (Incomplete) Material requiring additional parts or components to complete the end item prior to issue.
H	Unserviceable – (Condemned) Material which has been determined to be unserviceable and does not meet repair criteria; includes condemned items which are radioactively contaminated, Type I shelf life material that has passed the expiration date, and Type II shelf life material that has passed the expiration date and cannot be extended.
L	Suspended - (Litigation) Material held pending litigation or negotiation with contractors or common carriers.
Q	Suspended - (Quality Deficient Exhibits) Items which are unserviceable and have potential and confirmed product quality deficiency. Items will be downgraded to scrap upon receipt (XR3) only using a Standard Waste and Scrap Classification Code (SCL) Critical Safety Item (CSI). Items must be mutilated.
S	Unserviceable – (Scrap) Material that has no value except for its basic material content. No stock will be recorded as on hand in condition code S. This code is used only on transactions involving shipments to DRMOs. Material will not be transferred to Supply Condition Code S prior to turn-in to DRMOs if material is recorded in condition code A through H at the time material is determined excess. Material identified by NSN will not be identified by this condition code.

CONDITION CODES - SUPPLY (Assigned by Generating Activity)

DEFINITION: A one-digit alpha code assigned by the generating activity to describe the condition of the property.
TABLE ID: SCC

CODE	TITLE/DESCRIPTION
V	Unserviceable – (Waste military munitions) Waste military munitions will be assigned Code V only under the authority of a designated DOD or Service Designated Disposition Authority. The waste munitions must meet criteria of waste munitions under the Environmental Protection Agency Military Munitions Rule Implementation Policy, be safe to store and ship based on DOD Explosive Safety Board/Department of Transportation criteria and have a current serviceability inspection.

NOTE: SCC V assets are not authorized for turn-in to DRMO. The Services are responsible for appropriate disposal of SCC V assets.

Additional General Information and Instructions (DRMS Form 82-3 May 89 EF)

See DRMS pamphlet, *Sale by Reference, July 2012*, for General Information and Instructions.

18. Submission of Bids. Bids must be in the possession of the Sales Contracting Officer by the hour (exact time) specified for the bid opening. Bids must be submitted on the forms provided in this Invitation. Forms must be typewritten or prepared in ink or indelible pencil, and signed by the person submitting the bid. Envelopes containing the bids must be sealed and identified by the name and address of the bidder, the number of the sale, and the date and hour of the bid opening. (See following format.)

NAME: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIPCODE: _____	<div style="border: 1px solid black; width: 60px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> POSTAGE REQUIRED </div>
SALE NUMBER: 39-6702 BOD: January 4, 2016 ; 4:00 PM Qatar Standard Time 8:00 A.M. USA Eastern Stand Time BIDDER IDENTIFICATION NUMBER: _____	
SCO, DLA DISPOSITION SERVICES BID ROOM, NATIONAL SALES OFFICE 74 WASHINGTON AVE., N. BATTLE CREEK, MI 49037-3092	

19. Bids may be submitted via:

- A. U.S. Mail—U.S. Postal Service (including USPS Express Mail)
- B. Express Mail/Hand Carried Bids—Express Mail Services and hand carried bids.
- C. **Electronic Method—Instructions for on-line bidding: Online Bidding NOT Available.**
- D. Electronic mail (email) - submit Item Bid Page to drmsalesbids@dla.mil *NOTE: It is the bidder's responsibility to confirm receipt of email bids (via phone or email)*
- E. Telegraphic Methods (Telegram/Mailgram/Facsimile)—Bids submitted by telegraphic means must be specific and must include the following information:

E.1 Name and title of sender, Complete firm name (if corporation), Complete address and telephone number:

E.2 Invitation For Bid Number, Item Number(s) bid on, Unit price and Total price:

E.3 INCLUDE the following statement:

"I agree to be bound by all the terms and conditions of this Invitation for Bid".

Bidder's Signature _____:

20. Telephonic bids will not be accepted on this sale.

21. All bids must be addressed & mailed or delivered to:

SCO, DLA Disposition Services
 Bid Room, National Sales Office
 74 Washington Ave. N
 Battle Creek, MI 49037-3092
 Facsimile Number: (269) 961-7568

22. All payments must be addressed & mailed or delivered to:

DLA Disposition Services
 ATTN: Cashier
 74 Washington Ave. N
 Battle Creek, MI 49037-3092
 Facsimile Number: (269) 961-7314

23. Personal Checks: Personal checks will be accepted for payments of debts, interest, liquidated damages, overages and storage charges, for amounts of \$25.00 or less. Make checks payable to the U.S. Treasury.

24. Facsimile Notification of Award: The bidder may request facsimile notification or award by checking the appropriated block on the Item Bid Page. When requested by the bidder, facsimile notification will be sent simultaneously with the mailing of the contract and will include the contract number and item(s) awarded.

Additional General Information and Instructions (DRMS Form 82-3 May 89 EF)

- 25. Disposal Notification to All Purchasers and Sub-Purchasers:** The use, disposition, export and re-export of this property is subject to all applicable U.S. laws and regulations, including the Arms Export Control Act (22 CFR 2751 et seq.); the Export Administration Act of 1979 (50 U.S.C. App. 2401 et seq.); 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, prohibits:
- a. The making of false statements and concealment of any material information regarding the use or disposition, export or re-export of the property, and
 - b. Any use or disposition, export or re-export of the property which is not authorized in accordance with the provisions of this agreement.

Before any export or re-export of this property is attempted, contact the Office of Defense Trade Controls, Department of State and the Bureau of Export Administration, Department of Commerce for export licensing requirements.

Inspection Dates and Times

NO PRE-BID INSPECTION ALLOWED

Conditions of Sale (DRMS Form 83 Jan 98 Computer Generated)

The General Information and Instructions and General and Special Conditions of Sale are hereby incorporated by reference and become a part of this Invitation for Bids and any contract resulting from acceptance of bid submitted pursuant to this Invitation for Bids as fully as though such Instructions, Term and Conditions had been specifically set forth herein. The Instructions, Term and Conditions are contained in DLA Disposition Services pamphlet entitled *Sale by Reference - Instructions, Terms and Conditions Applicable to Department of Defense Personal Property Offered for sale by DLA Disposition Services dated July 2012*, and may be obtained from the Disposition Services Web site, <http://www.dispositionservices.dla.mil/sales/forms-references.shtml> or upon request from the Defense Logistics Information Service Freedom of Information Office. Their address is DLIS/VSM, 74 Washington Avenue N, Suite 7, Battle Creek, MI 49037-3084.

The specific Instructions, Terms and Conditions applicable to this sale are as follows:

DLA Disposition Services pamphlet *Sale by Reference, July 2012*:

- Part 1: **General Information and Instructions** (DRMS Form 81, Oct 93): Complete except: Paragraph 6 should read: Any sale or use tax imposed by any state, country or political subdivision will be paid by the Purchaser; Delete paragraph 3.
- Part 2: **Sale of Government Property General Sale Terms and Conditions** (Standard Form 114C, Jun 86 ed., and DRMS Form 84, Oct 93). All Conditions.
- Part 3: **Sale of Government Property Special Sealed Conditions** (Standard Form 114C-2, Jan. 70 Ed). Condition C.
- Part 4: **Sale of Government Property Special Sealed Bid Term and Conditions** (Standard Form 114C-2, Jan. 70 Ed). All conditions, except Article A.
- Part 5: **Additional Special Circumstance Conditions - Miscellaneous** (DRMS Form 95, Oct 93). As specified in item description.
- Part 6: **Additional Special Circumstance Conditions - Demilitarization and Mutilation** (DRMS Form 95, Oct 93). As specified in item description.
- Part 7: **Additional Special Circumstance Conditions - Hazardous and Dangerous Property** (DRMS Form 98, Oct 93). As specified in item description.
- Part 8: **Additional Special Circumstance Conditions - Foreign Excess Personal Property** (DRMS Form 94, Oct 93). As specified in item description.

In addition to the above, the following is also incorporated as part of this sale:

CONDITIONS OF SALE – SEALED BID - CONTINUED

Articles

ARTICLE B08: DEMILITARIZATION

- (a) All property will be demilitarized or mutilated prior to removal. When available, USG personnel and equipment will assist with demilitarization and mutilation. The purchaser must be able and willing to conduct these operations at no cost to the USG in the event the USG assistance is not available. Demilitarization will be effected by cutting, chipping, shearing, slicing, puncturing, chopping, melting, burning, tearing, shredding, crushing, or baling in a manner that prevents the further use of the item(s) for its/their intended military or lethal purpose. Title of the property will not pass to the purchaser until demilitarization has been completed, inspected, and certificates have been signed, and removal has been affected.

The purchaser must submit a demilitarization plan with their bid which must be approved by the U.S. Government prior to contract award. For those items requiring demilitarization, the plan must address the method and type of demilitarization. Demilitarization will be affected in the manner and to the degree set forth below: Items requiring demilitarization will be identified by the Government. The degree and method of demilitarization will then be prescribed by a Government representative. The degree and method will render the item so that proper demilitarization has been completed in accordance with current demilitarization and mutilation regulations and guidance, and the items only value is that of its basic material content.

ARTICLE B15: PRE-PAYMENT AND PAYMENTS ON CONTRACTS

- (a) For each line item awarded, an escrow payment of **100% of the total price estimated for the contract term minimum generation**, (unit bid price X minimum Qty = Escrow Deposit), is required and must be submitted within ten (10) working days after award of contract or sooner if purchaser is notified that property is available for removal and must be removed within the specified timeframe stated in the Invitation for Bid. No property will be released to the purchaser or his duly authorized agent, until the SCO has received verification or confirmation that the purchaser's escrow payment has been received by DLA Finance Office. The escrow payment submitted by the Purchaser will be retained by the Government and applied against any delinquent billing invoices, penalties, interest fees or other charges owed to the USG. Any remaining escrow monies will be refunded to the contractor after contract close-out.
- (b) All payments, including those for storage charges, liquidated damages and interest must be in U.S. currency. Acceptable payments may be made by cashier's check, certified check, traveler's check, bank draft, money order or credit card (Master Card, Visa, Discover Card, and American Express) or debit card (Master Card and Visa). When a credit/debit card is used as payment, the credit card number, and the name as printed on the credit card, and the expiration date must be provided. If more than one credit card is used, the bidder must identify the exact monetary amount to be applied against each credit card. **NOTE:** The maximum dollar amount allowed for credit card transaction is \$24,999. You may not split individual transactions greater than \$24,999 into two or more transactions over one or multiple days. Any attempts to do multiple transactions on the same day with the same credit card that causes the total charge to exceed the limit of \$24,999 will be rejected. There is no maximum dollar amount for debit card transactions. Bidders whose payment is accompanied by a letter of credit or who have on file an approved bid bond (SF 24 or SF 34) may make their payments by uncertified personal or company checks, but only up to an amount equal to the penal sum of their bond or the amount of their letter of credit.
- (c) If for any reason, a bidder's company check is not honored for payment by the payer bank upon initial presentation for payment by the processing bank, the Government may, after notifying the bidder, cancel or rescind notice of award and award contract to next highest bidder.

ARTICLE B27: HOLD HARMLESS CONDITION

The Bidder or Purchaser agrees to save the Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, costs and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property and injuries, illness or disabilities to or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including State, local and interstate bodies, in any manner caused by or contributed to by the Bidder or Purchaser, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of or subject to the control of the Bidder or Purchaser, its agents, servants or employees after the property has been removed from Government control.

ARTICLE KC: ILLICIT ACTS

During the performance of the contract awarded, the purchaser agrees to assume full responsibility for any illicit act committed by his assigned agents and/or employees while such personnel are within the confines of the U.S. military installation or any area involved in the performance of such contract. For the purpose of this condition of sale, illicit acts include, but are not limited to, commission of fraud, theft, bribery, receiving stolen property, and any other alleged offense not specifically indicated. Therefore, the purchaser agrees to ensure complete supervision over such personnel who are engaged in the performance of any contract awarded. Violation of above requirement by the purchaser and/or its agents may result in temporary suspension or permanent debarment of the purchaser.

ARTICLE LM: INSPECTION OF CONTRACT PERFORMANCE

- a. All work shall be performed in a good workmanlike manner and subject to inspection by the U.S. Government as it deems necessary to ensure strict compliance with the terms and conditions of the contract. No inspector is authorized to change any provisions of the contract without written authorization of the Sales Contracting Officer, nor shall the presence or absence of an inspector relieve the purchaser from the performance of any requirements of the contract.

ARTICLE MD: PARTIAL REMOVAL

If the purchaser effects partial removal and fails to remove the remainder of the item within the specified time for removal, a Notice of Default will be furnished to the purchaser in accordance with Condition No. 9 of the General Sale Terms and Conditions entitled "Default", Standard Form 114C, provided, however, that no portion of the purchaser price will be refunded to the Purchaser for any item from which any part or component has been removed.

ARTICLE MM: MINIMUM & MAXIMUM QUANTITIES

Minimum and Maximum Quantities available/effect of cancellation of an offeror's contract: Each contractor may receive orders for removal of the minimum quantity specified in the item description and may receive orders for quantities up to the maximum amount specified. However, in the event an offeror who is awarded a contract under this IFB is unwilling or unable to remove the quantities referred to it for removal under this item description in accordance with the terms and conditions of its contract, the U.S. Government may take action to terminate or cancel the contract.

In such cases, the U.S. Government reserves the right to ask another offeror that is performing satisfactorily if it is willing to allow the U.S. Government to add the remaining quantities (i.e., the difference between the amount removed and the maximum quantity) of the cancelled contract onto its contract. The U.S. Government is not required to take this action in cases where it cancels a contract or where a contractor cannot remove up to the maximum quantities awarded, nor is any contractor required to accept the U.S. Government's offer to increase its maximum quantity by accepting amounts transferred from another contract the U.S. Government has cancelled.

ARTICLE MM: MINIMUM & MAXIMUM QUANTITIES

A contractor's rejection of an offer from DLA Disposition Services to increase its contract quantities in the situation described above will not affect its relationship with the U.S. Government on any contracts it is currently performing.

In order to ensure maximum flexibility to remove material in the maximum quantities awarded under this item description, the U.S. Government may take the actions described herein without further competing or otherwise soliciting bids for the item(s) described in this IFB. However, in the event that the U.S. Government generates property exceeding the total maximum quantities of this item for all the contracts it has awarded combined, it will issue new solicitation(s) to order removal of the excess quantities.

ARTICLE PB: DENIED AREAS/EXCEPTIONS/COMMODITY RESTRICTIONS (2012)

(Applicable to This Item)

- a. The Bidder understands and agrees that the ultimate destination of the property shall not be currently Belarus, Burma, China, Cuba, Eritrea, Iran, North Korea, Sudan, Syria, and Venezuela, this list is subject to change and is based upon recent notices published by the Department of Treasury, Office of Foreign Assets Control (OFAC). Current listings can be found at: **(CLICK LINK BELOW)** Bidder may contact the Sales Contracting Officer to ensure property does not go to a prohibited country.
- b. EXCEPTIONS: Notwithstanding anything herein to the contrary, this property (DEMIL "A", non-MLI/CCLI items and ferrous and non-ferrous, true scrap) (property which was not downgraded to a scrap condition) may be exported to any country and territory except: Cuba, Iran, Sudan, and North Korea.
- c. COMMODITY RESTRICTIONS: The Bidder understands and agrees that, although not on the Denied Areas List, the sale of Munitions List and Commerce Control List Items (MLI/CCLI) designated as CAT II items, and any property requiring demilitarization or mutilation under U.S. supervision shall not be sold for ultimate destination to Belarus, Burma, China, Cuba, Eritrea, Iran, North Korea, Sudan, Syria, and Venezuela.
- d. The U.S. also has regions and countries that the sanction program applies to individuals and organizations. Bidder agrees to ensure that no property shall go to those on the Specially Designated Nationals list as listed at: **(CLICK LINK BELOW)** This applies to subsections a - c above. Bidder may contact the Sales Contracting Officer to ensure property does not go to a prohibited individual.
<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

ARTICLE PC: FAILURE TO PERFORM

Notwithstanding the provisions of Condition F of Part 4, Special Sealed Bid Term Conditions of the DLA Disposition Services pamphlet "Sale by Reference", July 2012, entitled "Failure to Perform", the Government shall be entitled to retain or collect as liquidated damages a sum equal to 20% of the contract price for the quantity estimated to be generated within a 60-day period.

ARTICLE PD: FAILURE TO REMOVE

In addition to the rights and remedies provided by Condition No. 9 of Part 2, General Sale Terms and Conditions of the DLA Disposition Services pamphlet "Sale by Reference", July 2012, entitled "Default", if the Purchaser, after notification in accordance with the terms of the contract, fails to effect removal of the property being sold herein; the U.S. Government may, at its option and without further notice to the Purchaser, dispose of such property as it may endanger the public health or safety or constitutes a nuisance. The Purchaser shall be responsible for all costs incurred by the U.S. Government for such disposal.

ARTICLE PE: TITLE

As provided in Condition No. 7, Part 2 of DLA Disposition Services pamphlet "Sale by Reference, July 2012", title to the property sold hereunder will be vested in the Purchaser, as and when, removal is affected. No right, title, or interest in or to any of the property offered for sale here under shall be vested in the Purchaser prior to its removal. Notwithstanding Condition No. 14, Part 2 of DRMS pamphlet "Sale by Reference, July 2012", the Government shall not be responsible for the destruction or withdrawal of the property for use by the Government or its authorized designee while the property remains in the possession of the Government.

ARTICLE PF: TERMINATION

Notwithstanding the provisions of Condition 6 of Part 4, Sale of Government Property Special Sealed - Term Conditions (Standard Form 114C-2, Revised 4/2001) of DLA Disposition Services pamphlet "Sale by Reference", July 2012, this contract may be terminated by either party without cost to the Government upon **60 days written notice** to the other, to be calculated from the date the notice is mailed. The government may or may not require additional removals during this time frame.

ARTICLE PI: MUTILATION

Mutilation will be performed on Government premises only. No property is to be removed from the work site until authorized by the Sales Contracting Officer or his representative. All property that has not been mutilated by the end of the workday will be stored in a secure area until mutilation is completed. When available USG assistance will be provided in the mutilation of property, however, the purchaser must be willing and able to perform required mutilation at no cost to the USG in the case that USG assistance is not available. Title will not pass to the Purchaser until mutilation has been completed and approved by the Sales Contracting Officer or his authorized representative.

ARTICLE SF: SAFETY

It is the Purchaser's responsibility to follow all host installation and local country rules and regulations with regard to safety and Personal Protective Equipment (PPE). Any deficiencies as a result of an inspection must be corrected prior to the resumption of work. PPE such as safety boots, gloves, safety helmets, and coveralls (and any other PPE as determined from an inspection) will be provided by Purchaser and will be worn by all their personnel while on DLA Disposition Services premises.

It is the Purchaser's responsibility to work in a safe manner to avoid any spills or the release of any fluids. If a spill occurs, it is the sole responsibility of the Purchaser to clean up, contain such spills, and remove the waste in an environmentally safe manner.

Purchaser is cautioned that vehicles and other items containing fluids and/or liquids should be drained. However, the Purchaser must inspect all vehicles one final time prior to cutting. In the event the purchaser suspects a vehicle is not drained, the Purchaser will not commence the cutting operation on the vehicle at issue and contact the U.S. Government representative immediately for guidance.

SAFETY PRECAUTIONS IN MUTILATION BY TORCH CUTTING

1. Mutilation by torch cutting is inherently hazardous. High order and low order explosions may occur in torch cutting closed chambers such as tanks, accumulators, recoil mechanism components, aircraft struts, hollow rods or hollow valve stems, even though the components are not under pressure or have had small holes drilled in them.
2. An explosive condition may result from the heat of the torch vaporizing oil, paint or components inside the component. In addition, gases from the cutting torch may enter the hollow space, either adding to or creating a highly explosive condition.
3. In torch cutting it must be realized that components under spring pressure may become dangerous upon sudden release of the spring holding construction.
4. Safety precautions are also necessary where flammable materials or materials such as sodium and magnesium are involved in the torch cutting operation.

ARTICLE SF: SAFETY

5. Precautions against the hazards of torch cutting should include isolation of the working area, a technical knowledge of the construction of the component to be torch cut, and remote control of the cutting operation, when required.
6. All fuel oil and hydraulic fluid tanks, reservoirs and lines that may be affected by the heat from torch cutting must be drained, flushed and purged prior to mutilation. A 72 hour notice is required prior to removal of property.
Purchaser must abide by all host safety rules and regulations. If inspected by host safety office, it is the Purchaser's responsibility to correct the deficiencies by the timeframe specified in the report.

Loading Table

(See DLA Disposition Services pamphlet, "Sale by Reference, July 2012", Part 2, Condition No. 8, Standard Form 114C)

Removal Days

The removal period is established on the basis that a written notice of award will be made within at least **60-days after Bid Opening Date**. If a written notice of award for this item is not made within that time an appropriate allowance will be made in the length of time for removal of this item. Removals will be scheduled by the SCO or their designated representative, with the authorized representative of the awarded company, as required to support daily operations. Property must be removed by: As required and scheduled by the SCO or their designated representative within the term of the contract.

No property will be released to the purchaser or his duly authorized agent, until the SCO has received verification or confirmation that the purchaser's escrow deposit has been received by DLA Finance Office.

Loading Legend

- I: Government will load.....
 - a) Rail
 - b) Truck or Trailer

- II: Government will load - Open top conveyance only.....
 - a) Rail
 - b) Truck or Trailer

- III: Purchaser must load (no government assistance).....
 - a) Rail facilities available adjacent to property
 - b) Rail facilities available on the installation but remote from property
 - c) No Rail facilities available

- IV: Other loading options

ITEMS	LOCATION(s)	LOADING LEGEND
1-6	AL UDEID AIRBASE AND OTHER LOCATIONS AS DESIGNATED BY THE SCO.	IV - Other loading options

LOADING HOURS: 8:00 A.M. TO 3:00 P.M. Local Time.

Removal Notes

ITEMS 1-6:

Dunnage is included in the weight and sale. Purchaser may, at their discretion, remove dunnage prior to loading. Removing dunnage will be the option of the purchaser and must be accomplished by the purchaser with no government assistance. Dunnage is to include any container, pallet, or box that is not the property itself. Purchaser will be given at least one (1) hour to remove dunnage at their discretion prior to loading. Any dunnage removed by the purchaser prior to loading, must be segregated and neatly placed in a safe area designated by a USG representative. When available, U.S. Government will perform loading; however, purchaser must have the capability to load when U.S. Government assistance is not available.

No culling allowed. Removals are expected up to 5 days a week, Sunday thru Thursday. If available Al Udeid Airbase, Qatar scales will be used. The USG scale will be calibrated 2 times annually and verification of calibration will be provided upon request. In the event the USG weigh bridge scale is not available, or not functional, or the truck or trailer is too wide to enter the scale, a mutually agreed upon estimated weight will be determined between the purchaser (authorized representative) and the U.S. Government.

Sale of Government Property Item Bid and Award Page

<p><u>Address your bid to:</u> DLA Disposition Services Bid Room, National Sales Office 74Washington Ave. N Battle Creek, MI 49037-3092 Sale No: 39-6702</p>	<p><u>Bids will be opened at:</u> DLA Disposition Services -Kaiserslautern Ludwigshafen St. #31, Bldg# 2389, Room 12 (Sales Office) 67657 Kaiserslautern, DE Date: January 4, 2016; 4:00 PM Qatar Standard Time 8:00 A.M. USA Eastern Standard Time</p>
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Bids will be publicly opened on the date and time specified, subject to:

1. TERMS AND CONDITIONS
 - General Sale Terms and Conditions, SF 114C, Jun. 86 ed.; and Special Sealed Bid Conditions, SF 114C-1, Jan. 1970 ed
 - Terms/conditions incorporated herein by reference;
 - Special terms/conditions incorporated into the Invitation for Bid;
2. PAYMENT REQUIREMENTS
 - Bidder is required to pay for any or all of the items listed on the Item Bid Page(s) at the price bid for each item, in accordance with Articles B15.

BID (This section to be completed by the Bidder)

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted within _____ calendar days (60 calendar days if no period is specified by the Government or the Bidder, but not less than **60 calendar days**) to pay for and remove the property. The total amount is \$_____.

THE BIDDER (Check appropriate boxes)

1. has has not, inspected the property on which the bid is submitted.
- 2a. is is not, an individual or a small business. (See CFR, Title 13, Chapter 1, Part 121, Sec. 121.3-9, for the definition of small business)
- 2b. 25 employees or less 100 employees or less

Complete the following only if the total amount of the bid(s) exceeds \$25,000.

- 3a. has has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract, and
- 3b. has has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting officer, (For interpretation of the representation, including the term "bona fide employee", see CFR, TITLE 41, SUBPART 101-45.3.)

Name and address of bidder (Street, City, State, and Zip Code) (type or print) - (MUST be the same as on envelope)	Signature of person authorized to sign this bid	
Telephone number: Bidder identification no. (If applicable) 805 _____ Bidder's Tax ID or SSN _____	Signers name and title (type or print)	Date of bid

Acceptance by the Government (This section for Government use only)

Accepted as to item(s) numbered (For acceptance information see DRMS Form 1427 attached)	United States of America By: (Contracting Officer)	Date of Acceptance
Total Amount	Contract Number(s)	Name and Title of Contracting Officer

Sale of Government Property Item Bid and Award Page

Items are offered for sale in United States currency ONLY. All bids must be in U.S. currency and received **before** the bid opening date and time specified in this sale. Enter your price for each item number in the "Bid Price per Pound" column.

Price per Pound.

Item Number	Bid Price per Pound (USD)	Weighted Factor
1	\$	15
2	\$	15
3	\$	15
4	\$	10
5	\$	25
6	\$	20

ALL OR NONE BIDDING

The bidder awarded this contract will be awarded all 6 of the items or none of the items. Bidders must place a bid on each individual item to be considered for award. Each individual item must have its own unique bid to be considered for award. *The cumulative average will be the bid price considered along with responsiveness, responsibility, and other factors in determining the award.*

- Item 1 Unit Bid Price * 15 = A
- Item 2 Unit Bid Price * 15 = B
- Item 3 Unit Bid Price * 15 = C
- Item 4 Unit Bid Price * 10 = D
- Item 5 Unit Bid Price * 25 = E
- Item 6 Unit Bid Price * 20 = F

$A + B + C + D + E + F = X$
 $X / 6 = \text{Cumulative average}$

The cumulative average will be the bid price considered along with responsiveness, responsibility, and other factors in determining the award.

Bidder may request facsimile notification of award by checking this block. Your facsimile number is:

Bid number: (To be filled in by sales office)	Name of bidder and identification number, if applicable (type or print)	
	Signature of person authorized to sign this bid	Date bid signed:

PRIVACY ACT NOTICE

In accordance with Privacy Act (5 U.S.C 552a), the following notice is provided: The information requested on this form is collected pursuant to section 31001 of the Debt Collection Improvement Act of 1996 (Pub.L. 104-134) for purposes of collecting and reporting on any delinquent amounts arising under or relating to any contract awarded to you as a result of this sale. The information collected is mandatory. Failure to provide the information prior to contract award will result in rejection of your bid or offer. Routine uses which may be made of the collected information are as follows:

1. Disclosure where pertinent in any legal proceeding to which GSA is a party before a court or administrative body.
2. Disclosure to the Department of Justice, U.S. Attorney, or the Department of Treasury, or the Department of Treasury in a proceeding when (a) the United States, GSA, a component of GSA, or when arising from his/her employment, an employee of GSA, is party to litigation or anticipated litigation or has an interest in such litigation, and (b) GSA determines that the disclosure is relevant or necessary in the litigation.
3. Disclosure to a Member of Congress or a congressional staff member in response to any inquiry from that congressional office made on behalf of and at the request of the individual about whom the record is maintained.
4. Disclosure to any Federal agency where the debtor is employed or receiving some sort remuneration for the purpose of enabling that agency to collect a debt owed the Federal government on GSA's behalf.
5. In the event a record indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute or particular program statute or regulation, rule or order issued pursuant thereto, disclosure to the appropriate Federal agency and/or state or local agencies charged with the responsibility of investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation or order.
6. Disclosure to a Federal agency in response to a request in connection with hiring or retention, the letting of a contract, or the issuing a license, grant, or other benefit.
7. Disclosure to a debt collection contractor or to other Federal agencies for the purpose of collecting and reporting on delinquent debt.
8. Disclosure for purposes of debt collection, publication or public dissemination regarding the identity of delinquent non-tax debtors and the existence of non-tax debts.
9. Disclosure to credit reporting agencies/credit bureaus for the purpose of adding to a credit history file or obtaining a credit history file or comparable credit history information for use in the administration of debt collection.
10. Disclosure to the Internal Revenue Service to: (1) obtain mailing addresses to locate a taxpayer to collect a Federal claim against the taxpayer; or (2) offset a Federal claim against a taxpayer's income tax refund.
11. Disclosure to the Internal Revenue Service and applicable state and local governments for tax reporting purposes.
12. Disclosure to banks enrolled in the Treasury Credit Card Network to collect payment or debt when the individual has given his/her credit card number for this purpose.
13. Disclosure to Treasury or other Federal agencies with which GSA has entered an agreement for debt collection cross servicing operations to satisfy, in whole or in part, debts owed the U.S. Government.
14. Disclosure to Treasury, government corporations, state or local agencies, or other Federal agencies to conduct computer matching programs to identify and locate individuals who are receiving Federal salaries or benefit payments in order to collect the debts by voluntary repayment or administrative or salary offset.
15. Disclosure to the National Archives and Records Administration for records management inspections.
16. Disclosure for any other use specified by GSA in the system of records entitled "Credit Data on individual Debtors, PPFM-7," as published in the Federal Register periodically by GSA.

Credit Card Information

Please Note

Credit Card authorization must be received before pick up of property will be allowed.

Fraudulent use of credit cards will result in your being recommended for debarment from the DRMS sales program.

If a credit card is to be used as payment, complete the following information and return this sheet with your bid, or AFTER AWARD, facsimile this completed page to **(001) 269-961-7230**.

(Please type or legibly print information)

First Name: _____ Last Name: _____

Company Name:

Card Holder Name:

Address:

City: _____ State: _____ Zip Code: _____

Master Card () Visa () Discover () American Express ()

Credit Card Number:

Expiration Date: Month _____, Year _____

I (we) authorize the sales contracting officer to obtain payment by credit card for any item(s) I (we) are awarded on this sale.

Contract Number(s):

Authorized Signature: _____, Date: _____

Complete your credit card payment **ONLINE** at:

<https://www.pay.gov/paygov/forms/formInstance.html?agencyFormId=2868948>

END-USE CERTIFICATE					FOR AGENCY USE ONLY				Form Approved OMB No. 0704-0382 Expires Jan 31, 2016		
(STATEMENT REGARDING DISPOSITION AND USE OF PROPERTY) (Please read Privacy Act Statement on page 2 before completing this form.) If additional space is required, use separate sheets and identify by Block Number.)					TSC CLD	PRIMARY PURCHASER	SUB-PURCHASER				
TYPE OR PRINT ALL INFORMATION							1	2		3	4
YES					NO						
The public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Defense, Washington Headquarters Services, Executive Services Directorate, Information Management Division, 4800 Mark Center Drive, East Tower, Suite 02G09, Alexandria, VA 22350-3100 (0704-0382). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. RETURN COMPLETED FORM TO THE OFFICE STATED ON THE IFB, SOLICITATION OR PROPOSAL.											
INSTRUCTIONS. This form must be fully completed by all applicants for United States Munitions List items (USML)/Commerce Control List Items (CCLI) prior to acceptance by the U.S. Government and constitutes an integral part of this bid. The information given must be true and correct and will become a part of this contract. Every block MUST have an entry. If necessary, insert "NONE", "SAME AS BLOCK X" or "NOT APPLICABLE" (do not use "N/A"). If the applicant is acting solely as an Agent, a DLA Form 1822 must be signed by the Principal. The term Approving Official is used to indicate the person authorized to act for the U.S. Government (Sales Contracting Officer Plant Clearance Officer or other designated individual). FOR ALL SALES OF PROPERTY APPROVED BY PLANT CLEARANCE OFFICERS UPON THE REMOVAL OF THE PROPERTY, ALL DOCUMENTATION REQUIRED BY THIS FORM WILL BE FORWARDED TO THE IDENTIFIED TRADE SECURITY CONTROL OFFICE.											
The following applies to all property subject of sale using this form: the use, disposition, export, or re-export of this property, is subject to the publications, penalties, and other provisions of the economic programs administered by the Office of Foreign Assets Control, U.S. Treasury Department, 31 CFR Chapter V.											
THIS STATEMENT IS SUBMITTED IN CONNECTION WITH:					LINE ITEM NUMBER/COMMODITY						
<input type="checkbox"/> SALE <input type="checkbox"/> EXCHANGE <input type="checkbox"/> OTHER:											
NAME (Last, First, Middle)					SSN/ALIEN CARD NO./COUNTRY ID						
DATE OF BIRTH (MM/DD/YY)		PLACE OF BIRTH (City or County, State, Country)			TELEPHONE NUMBER (Include Area Code)						
MAILING ADDRESS					PHYSICAL ADDRESS						
SECTION I. GENERAL INFORMATION											
APPLICABILITY. This statement applies to the property for which we have submitted our bid/offer pursuant to the above identified invitation.											
1. TYPE OF FIRM											
<input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)											
2. NATURE OF END-USER'S BUSINESS			3. NATURE OF PRINCIPAL'S BUSINESS			4. FIRM'S ID/FEDERAL TAX NUMBER					
5. BUSINESS/CORPORATION HEADQUARTERS					6. BRANCH OFFICE						
A. NAME					A. NAME						
B. ADDRESS (Physical location)					B. ADDRESS (Physical location)						
7. ALL CORPORATE OFFICERS, PARTNERS AND/OR AGENTS ARE TO PROVIDE, ON SEPARATE SHEETS OF PAPER, THEIR NAMES, ADDRESSES, SSNs, DATES AND PLACES OF BIRTH. FAILURE TO PROVIDE THIS INFORMATION COULD RESULT IN SIGNIFICANT DELAY OR DENIAL OF THE AWARD. (See attached)											
SECTION II. END USE/USER INFORMATION. If this is a negotiated exchange, identify the property being exchanged:											
1. PURPOSE. THE PROPERTY REFERRED TO IN ABOVE IFB/OFFER NUMBER WILL BE UTILIZED FOR THE FOLLOWING: Enter and 'X' in the appropriate item(s) below. In the case of resale, Item 1.F. or 1.G. MUST be marked.											
<input type="checkbox"/> A. Retention for the following specific use (see note):			<input type="checkbox"/> B. Resold in the form received for the following use (see note):			<input type="checkbox"/> C. The property will not be sold or otherwise disposed of for use outside of the United States or to non-U.S. Citizens/Nationals in the United States.					
<input type="checkbox"/> D. The property may be exported or re-exported in the form received to the following country/countries:			<input type="checkbox"/> E. Resale after following alteration (description of final production: _____ in (Country/Countries): _____ and distribution in (Country/Countries): _____			<input type="checkbox"/> F. If sold, name, address, and telephone number of sub-purchaser(s):					
<input type="checkbox"/> G. The customers are unknown at this time. If required by the contract/transfer document, I will obtain prior written approval for the resale of any of the property covered by this contract.											
ADDITIONAL INFORMATION: State any other material facts relating to end user and use of the property which may be of value in considering the proposal:											
NOTE: Example of specific uses: AIRCRAFT. The bidder/recipient certifies that the aircraft will be used: as a flyable aircraft; as a nonflyable aircraft to be used only for parts, display, or ground instruction, etc.; for resale as a flyable aircraft.											

SECTION III. UNDERSTANDING AND NOTIFICATIONS

1. The use, disposition, export and re-export of this property is subject to all applicable U.S. Laws and Regulations, including but not limited to the Arms Export Control Act (22 USC 2751 et seq.); Export Administration Act of 1979 (50 USC App.2401 et seq.) as continued under Executive Order 12924; 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 (18 USC 793 et seq.); which, among other things, prohibit:

- A. The making of false statements and concealment of any material information regarding the use or disposition, export or re-export of the property and
- B. Any use, disposition, export or re-export of the property not permitted by applicable statute and regulation.

2. The submission of false or misleading information and/or concealment of any material facts regarding the use, disposition or export of this property may constitute a violation of provisions of 18 USC 793/1001, 22 USC 2778/2779, 50 USC App. 2410, and 50 USC App. 1-44. Sanctions for violations will be in conformity with U.S. laws and regulations (including Federal Acquisition Regulations and DoDD 2030.8) and may include the denial of U.S. export privileges and of any participation in future U.S. Government contracts.

3. Transfers of USML and CCLI property by purchasers/bidders are subject to the requirements of the appropriate licensing department or agency. In many cases, an export license or other authorization may be required. With respect to USML, registration of the purchaser's/bidder's business with the Department of the State may also be required. It is the responsibility of the purchaser/bidder to determine what the applicable requirements may be and to obtain all necessary authorization or approvals.

4. When USML/CCLI property is transferred, the information in this form regarding the above laws and regulations must be passed to the subsequent purchaser/receiver. Records of Resale in buyer's possession should be available for Trade Security Controls Office review, if requested.

5. The Invitation For Bid and Sale/Exchange Contract number can be referenced when submitting an application for an export license or other authorization to the Department of State for USML or Department of Commerce for CCLI.

6. The Government expects the Purchaser/Recipient to cooperate with all authorized Government representatives to verify the existence and condition of USML/CCLI.

SECTION IV. CERTIFICATION STATEMENT TO BE SIGNED BY BIDDER AT TIME OF RESPONSE TO IFB

1. I do certify that all information given in this Statement Regarding Disposition and Use of Property is true and correct to the best of my knowledge and belief and have not knowingly omitted any information which is inconsistent with this statement. I understand this statement will be referred to and be a part of the contract of sale/exchange with the U.S. Government. I agree to submit a written request for amendment of this statement to the Approving Official prior to effecting any change of fact or intention from that stated herein or in any prior amendment, whether occurring before or after the release of the commodities, and not to effect such changes without first receiving written approval of the Approving Official.

2. I acknowledge having been advised that the USML/CCLI property I purchased is controlled by the U.S. Government and in many cases cannot be transferred (exported, sold or given) to a foreign country, a non-U.S. Citizen/National or a non-Permanent US Resident without a valid State/Commerce Department export authorization. Should I transfer this property to a foreign country, a non-U.S. Citizen/National or a non-Permanent US Resident, I will obtain any required authorization before making such transfers. I will not transfer this property to countries, regimes and nationals targeted under the sanctions program administered by the U.S. Treasury Department's Office of Foreign Assets Control.

3. Neither the applicant, corporate officers, directors or partners is:

A. The subject of an indictment for or has been convicted of violating any of the U.S. Criminal statutes enumerated in 22 CFR 120.27 since the effective date of the Arms

Export Control Act, Public Law 94-329, 90 Stat. 729 (June 30, 1976) ; or

B. Ineligible to contract with, or to receive, a license or other approval from any agency of the U.S. Government.

4. The person signing this DLA Form 1822 is:

a Citizen of the United States of America, or

lawfully admitted to the United States for Permanent Residence and maintains such residence under the Immigration and Nationality Act, as amended (8 USC 1101 (a), 20, 60 Stat. 163) , or

a Citizen of _____, and/or

is an official of a foreign government entity in the United States.

A. NAME (*Type of Print*)

B. SIGNATURE*

C. DATE SIGNED

PRIVACY ACT STATEMENT

Authority: 10 U.S.C. 133, Under Secretary of Defense for Acquisition, Technology, and Logistics; 22 U.S.C. 2751-2799, Arms Export Control; 50 App. U.S.C. 2401 et seq., Export Administration; E.O. 12738 and E.O. 12981, Export Controls; 22 CFR 122, 15 CFR 762, 41 CFR 101 and 102; DoD Directive 2040.3, End Use Certificates (EUCS); DoD Instruction 2030.08, Implementation of Trade Security Controls (TSC) for Transfers of DoD U.S. Munitions List (USML) and Commerce Control List (CCL) Personal Property to Parties Outside DoD Control; DoD Instruction 2040.02, International Transfers of Technology, Articles, and Services; DoD Instruction 4161.2, Management, Control and Disposal of Government Property in the Possession of Contractors; DoD 4160.21-M, Defense Materiel Disposition Manual; DoD Manual 4160.28, Defense Demilitarization and E.O. 9397 (SSN), as amended.

Purpose: Information is used to determine bidder eligibility to participate in the programs and to ensure that property recipients comply with the terms of the sale regarding end use of the property.

Routine uses: Data may be disclosed to the Department of Transportation to ensure compliance with rules regarding Federal Aviation Administration airworthiness certificates for surplus military aircraft; to the General Services Administration to determine the presence of debarment proceedings against a bidder; to the Department of State to ensure compliance with the International Traffic in Arms regulations; to the Department of Commerce to ensure compliance with the Export Administration regulations; and to the Department of Justice for asset identification, location and recovery; and for immigration and naturalization data verification. Data may also be provided under the DoD "Blanket Routine Uses" published at http://dpclo.defense.gov/privacy/SORNs/blanket_routine_uses.html .

Disclosure: Voluntary; however, failure to provide the requested information may result in ineligibility to receive surplus or foreign personal property.

Rules of use: Rules for collecting, using, retaining, and safeguarding this information are contained in DLA Privacy Act system of records notice S640.45, entitled "End Use Certificates" available at <http://dpclo.defense.gov/privacy/SORNs/component/dla/S640-45.html>

**INSTRUCTIONS FOR COMPLETING DLA FORM 1822,
END-USE CERTIFICATE
Revision February 28, 2013**

DoD Instruction 2030.08, Implementation of Trade Security Controls, Implementation of Trade Security Controls (TSC) for Transfers of DoD U.S. Munitions List (USML) and Commerce Control List (CCL) Personal Property to Parties Outside DoD Control (May 23, 2006). TSC are applied in the interest of U.S. national security. The DoD Components shall apply TSC measures to prevent illegal acquisition or other unauthorized transfers of defense and dual-use technology, goods, services and munitions by or to individuals, entities and/or countries whose interests are adverse to the United States and to prevent those technologies, goods, services and munitions from being exported directly or indirectly into unauthorized areas designated by the Secretary of State, the Secretary of Commerce, or the Director of Foreign Assets Control. DoDI 2030.08 requires that Trade Security Controls be implemented whenever United States Munitions List (USML) or Commerce Control List (CCL) property is transferred. Trade Security Controls are implemented to prevent the illegal acquisition or other unauthorized transfers of USML or CCL items to ineligible transferees. These controls include the requirement to notify purchasers of export license requirements and the requirement that purchasers complete end-use certificates. All individuals wanting to acquire Department of Defense surplus property, identified as USML or CCL items, are required to complete the End-Use Certificate (EUC), DLA Form 1822.

It is your responsibility to fully and accurately complete this form. The use of “homemade” EUCs will not be accepted because they are not covered under the Paperwork Reduction Act. Due to the critical nature of this document, **failure to comply with any of these instructions and/or accurately provide the required information will result in this EUC being deemed unacceptable, will cause significant delay or denial in obtaining the Trade Security Control (TSC) Assessment required to receive USML/CCL property, or the form Returned Without Action (RWA).** As part of the TSC Assessment process, personal identification information is necessary to include any one of the following forms of identification:

- U.S. Government I.D
- U.S. Passport
- Valid Driver's License
- State Government ID Card
- Lawful Permanent Resident Card
- Visa
- Certificate of Naturalization

NOTE: All forms of identification must be current, valid, and legible.

All entries must be typed or clearly printed. When providing the required information and additional space is needed, the use of a separate sheet of paper is acceptable. At the top of each additional sheet of paper you must place your name and the IFB/Contract no./Offer No./Standard Form-122/Standard Form-123 Order No. You must also cite the appropriate block number(s) and/or letter(s) for each entry and enter “See Attached” in corresponding block.

Every block on the EUC must have an entry.

If the information being requested does not apply to your situation, the only entry which will be acceptable is indicating “**NOT APPLICABLE**” (do not use N/A, N/R or draw a line). If you have to repeat information that was previously entered in another block, cite the SECTION, block number and/or letter; i.e., “SAME AS SECTION 'X', BLOCK 'X'”. The Approving Official (Sales Contracting Officer, Plant Clearance Officer, or other designated individual) will review the EUC for completeness and accuracy.

PAGE 1

AT TOP OF PAGE: IFB/CONTRACT/OFFER/SF122/SF123 ORDER NO:

Enter the number (if not pre-printed) of the Invitation For Bid (IFB), contract/offer, proposal number, order number, etc., that is used to identify the specific sale, property transfer, or exchange.

1. THIS STATEMENT IS SUBMITTED IN CONNECTION WITH: Place an "X" in the block that best identifies the type of transaction you are entering into:

- **SALE** - purchasing property from the Defense Logistics Agency Disposition Services or from their sales contractor, the Defense Contract Management Agency (DCMA), or any other DOD Component activity (e.g., DOD Exchange Sales).
- **EXCHANGE** - an agreement with a Military Service Museum transfer to exchange property for agreed upon property or services.
- **OTHER** – for those transactions which are not a sales or exchange and where title to property may or may not pass from government control.

2. LINE ITEM NUMBER and/or COMMODITY: Enter the line item number for each USML/CCL item you are interested in acquiring. For negotiated exchanges, or other types of transactions, enter the name or nomenclature of the property, which you will be receiving upon completion of the negotiations or property transfers.

3. NAME (Last, First, Middle): This is the name of the individual who is signing this form. Please print/type your complete legal name legibly. Provide last name, complete first name (initials for first name will not be accepted) and middle name (if any). If you do not have a middle name, use NMN (No Middle Name). If you have an initial instead of a middle name, you need to indicate this e.g., Jones, James M. (Initial only). Include if you are a Sr., Jr., II, III, etc. Include any other names ever used (e.g., maiden name, nicknames, acronyms, aliases, doing business as (DBA) and/or also known as (AKA)" name(s).) If an individual is the bidder, that individual's name must be provided in this block. If the bid is for a business, the individual authorized to sign this EUC for the business must provide his/her name in this block.

4. SOCIAL SECURITY NUMBER (SSN)/ALIEN CARD NO./COUNTRY ID:

- If the bid is by an individual, that individual's SSN must be provided in this block.
- If the bid is for a business, the individual signing this EUC for the business must provide their SSN in this block.
- If the bid is in the name of a Permanent Resident, enter your Alien Identification Number.
- If the bid is in the name of a Non-U.S. Citizen/National, non-Permanent Resident, enter your Country Identification Number

5. DATE OF BIRTH (DoB): Enter DoB as Month/Day/Year (MM/DD/YY).

- If the bid is by an individual, that individual's Date of Birth must be provided in this block.
- If the bid is for a business, the individual signing this EUC on behalf of the business **must** provide their Date of Birth in this block.

6. PLACE OF BIRTH (City or County, State, Country): City/County name must be spelled out. Only the two-letter or standard abbreviation for the State or Country is acceptable.

- If the bid is by an individual, that individual's Place of Birth must be provided in this block.
- If the bid is for a business, the individual signing this EUC on behalf of the business must provide their Place of Birth in this block.

7. TELEPHONE NUMBER: (Include Area Code).

- If the bid is by an individual, that individual's telephone number (including Area Code) must be provided in this block.
- If the bid is for a business, the individual signing this EUC for the business must provide their daytime telephone number (including Area Code) in this block.

8. MAILING ADDRESS: Mailing address can be any of the following:

- P.O.Box
- Mail Service

- Business physical mailing address
- EUC Signer mailing or physical personal address

****Wherever you receive USPS mail is acceptable and must be verifiable. Enter complete mailing address. Street and City names must be spelled out; abbreviations are unacceptable. Post Office Box is acceptable. The two-letter or standard abbreviation for the State or Country “IS” acceptable.**

- If the bid is by an individual, that individual’s physical personal mailing address must be provided in this block.
- If the bid is for a business, the individual signing the EUC for the business must provide their personal mailing address in this block.

9. PHYSICAL ADDRESS: Enter complete personal home address of the signer of the EUC. This address must be valid and verifiable. Street and City names must be spelled out; abbreviations are unacceptable. The two-letter or standard abbreviation for the State or Country is acceptable. Entering a Post Office Box, mail service (Mailboxes; UPS Store mailbox; etc.) is **“NOT” acceptable.**

- If the bid is by an individual, that individual’s physical address (Street, City, State, Zip) must be provided in this block. If the physical address is the same as mailing address (**not a Post Office Box**), enter **“Same as MAILING ADDRESS”**.
- If the bid is for a business, the individual signing this EUC for the business must provide their personal physical address (Street, City, State, Zip) in this block. **If the physical address is the same as mailing address (not a Post Office Box), enter “Same as MAILING ADDRESS”**.

SECTION I. GENERAL INFORMATION

10. BLOCK 1. TYPE OF FIRM:

- If the bid is by an individual, enter “Not Applicable”.
- If the bid is for a business, check the box that most closely describes the organization:
 - “Sole Proprietorship” - solitary owner/independent control
 - “Partnership” - two or more persons contractually associated as joint principals in a business with joint rights and responsibilities.
 - “Corporation” - an association or group of individuals united in trade or similar interests that has filed Articles of Incorporation.
 - “Other” - (Specify affiliation with official bidder.)
 - - Principal (Person having controlling authority)
 - - Agent (Person acting for or in place of another by authority from him).
- If the "Type of Firm" is a corporation, provide the state in which the Articles of Incorporation were filed. The two-letter standard abbreviation for the state or country is acceptable.

11. BLOCK 2. NATURE OF END-USER’S BUSINESS:

This should best describe the type business/interest of the ultimate end-user. If unknown, state “Unknown”.

12. BLOCK 3 - NATURE OF PRINCIPAL’S BUSINESS

This should best describe the type business/interest of the bidder for these items.

13. BLOCK 4 - FIRM’S ID/FEDERAL TAX NUMBER:

If the bid is by an individual, enter “Not Applicable”.

If the bid is in a company name and that company does not have a Federal Tax Number but is using some other form of tax identifying number (e.g., a personal SSN) please provide that number and specify who it is registered to (e.g., SSN is for “John Doe”) in block 4.

BLOCK 5 – BUSINESS/CORPORATION HEADQUARTERS

14. BLOCK 5A - NAME:

If bid is by an individual, enter “Not Applicable”.

If the bid is in a company name, the individual signing this EUC for the company must provide the company headquarters name in this block (include aliases/acronyms/trade styles).

15. BLOCK 5B - ADDRESS: Physical location of the Business. Street and City names must be spelled out; abbreviations are unacceptable.

- Only two-letter (or standard) abbreviation for State or Country is acceptable.
- If the bid is by an individual, enter “Not Applicable”.
- If the bid is in a company name, the individual signing this EUC for the company must provide the complete address of company headquarters. **(Post Office Box is unacceptable)**. Provide business daytime phone number in this block.

****DO NOT ENTER: P.O. Box, Mail Service, or anything other than the PHYSICAL LOCATION of the Business. The EUC will be returned without action if this is not completed correctly.**

BLOCK 6 - BRANCH OFFICE:

16. BLOCK 6A - NAME:

- If the bid is by an individual, enter “Not Applicable”.
- If the bid is in a company name, the individual signing this EUC for the company must provide all company branch name(s) in this block (include aliases/acronyms/trade styles). Provide business daytime phone number in this block.
- If the official company branch and headquarters’ names are the same, enter “Same as Block 5A”.
- If the bid is in a company’s name and there is no branch office for this company, enter “Not Applicable”.

17. BLOCK 6B - ADDRESS: Physical location of the Branch. Street and City names must be spelled out; **abbreviations are unacceptable**. Only two-letter or standard abbreviation for State or Country is acceptable.

- If the bid is by an individual and there are no branch offices, enter “Not Applicable”.
- If the bid is in a company name, the individual signing this EUC for the company must provide the complete physical address (Street, City, State, Zip Code) of all company branch office(s). **(Post Office Box is unacceptable)**.
- If company’s branch and headquarters offices use the same address, enter “Same as Block 5B”
- If there are no branch offices, enter “Not Applicable”.

****DO NOT ENTER: P.O. Box, Mail Service, or anything other than the PHYSICAL LOCATION of the Branch. The EUC will be returned without action if this is not completed correctly.**

18. BLOCK 7 - ON SEPARATE SHEET(S) OF PAPER, ATTACH THE NAMES, ADDRESSES, SSNs, DATES AND PLACES OF BIRTH OF CORPORATE OFFICERS, PARTNERS AND/OR AGENTS.

Officer(s) that have control of where the physical location of the property will be located. In other words, we don't need the CEO of the company. Identify the President, VP, Secretary, Treasure are the **ONLY** officers at the location that are required. If there are no officers, the Owner or other individuals affiliated with the Business should be listed.

You **MUST** provide:

- Full Legal Name,
- DOB,
- SSN,
- Birth State/Country,

- Current Home physical address.

****If the Officers are Foreign Born, they MUST provide *PROOF OF CITIZENSHIP* as part of the EUC package.**

Note: Photo IDs/Drivers license of the Officers, Partners and Agents are not required.

Failure to comply will cause your EUC to be placed on hold or to be returned without action. In order to preclude delays in processing, it is essential that complete disclosure of all company officials be fully identified. If the bid is by an individual, enter "Not Applicable".

- If the bid is submitted by a sole proprietorship, enter "Not Applicable".
- If the bid is for a company, the required information for each of the officers, partners and/or agents must be submitted on separate sheet(s) of paper and attached to the corresponding EUC. The submitter has the option of (1) providing this information individually on separate sheets for each person identified or (2) submitting the information for all persons identified on a single sheet.

SECTION II. END-USERS/USER INFORMATION

If this is a negotiated exchange, identify the item(s) you will be providing the government in this exchange on the space provided on the form. If not a negotiated exchange, enter "Not Applicable".

BLOCK 1 - PURPOSE. THE PROPERTY REFERRED TO IN ABOVE IFB/OFFER NUMBER WILL BE UTILIZED FOR THE FOLLOWING: This information pertains to the intended disposition by the official bidder completing the EUC form.

- Enter an "X" in the appropriate item(s) below. **All Blocks require an entry.**
- In the case of resale, item 1F or 1G must be marked in addition to any other item.

19. BLOCK 1A. RETENTION FOR THE FOLLOWING SPECIFIC USE (see note at bottom of page 1 of this form)

- If property is being retained for official bidder's own use, explain intended use.
- If statement in Block 1A does not apply, enter "**Not Applicable**" and go to Block 1B.

20. BLOCK 1B. Resold in form received for the following use (see note at bottom of page 1 of the form).

- If property is being resold by the bidder, give specific information about resale customer's intended use.
- If statement in Block 1B does not apply, enter "**Not Applicable**" and go to Block 1C.

21. BLOCK 1C. The property will not be sold or otherwise disposed of for use outside of the U.S. or sold to non-U.S. Citizens/Nationals in the United States.

- If the official bidder will not sell/dispose of property outside of the U.S. or to non-U.S. persons in the U.S., check this box.
- If statement in Block 1C does not apply, enter "**Not Applicable**" and go to Block 1D.

22. BLOCK 1D. The property may be exported/re-exported in the form received to the following country/countries:

- If the bidder is going to export/re-export the property, check this box if applicable, and list the country(ies).
- If this EUC is for a U.S. Munitions List or Commerce Control List Item being resold or exported, attach a copy of your current Department of State or Commerce Registration Form or license approvals for the intended export. If No License is Required (NLR) for export, please provide a copy of NLR determination from the Department of Commerce.
- If statement is Block 1.D. does not apply, enter "**Not Applicable**" and go to Block 1E.

23. BLOCK 1E. Resale after following alteration (description of final production):

- Describe the altered product;

in (Country/Countries): List all countries where this product will be sold. (If necessary use a separate sheet of paper to list countries. Identify this as "BLOCK 1E" on the sheet of paper).

and distribution in (Country/Countries) List all countries where this product will be distributed. (If necessary use a separate sheet to list countries. Identify this as SECTION II, "BLOCK 1E" on the sheet of paper).

Note: If this EUC is for a U.S. Munitions List or Commerce Control List Item being resold or exported, attach a copy of your current Department of State or Commerce Registration Form or license approvals obtained for the intended export. If No License is Required (NLR) for export, please provide a copy of NLR determination from the Department of Commerce.

If this statement does not apply to you, enter "**Not Applicable**" and go to Block 1G.

24 **BLOCK 1F. If property is to be sold, provide the name, address, and telephone number of sub-purchaser(s):**

- Provide the full name, physical address and telephone number of the individual/company that purchased the item(s).
- If this block does not apply to you, enter "**Not Applicable**".

25. **BLOCK 1G.** The customers are unknown at this time. If required by the contract/offer/transfer, I will obtain prior written approval for the resale of any of the property covered by this contract.

- If this block does not apply to you, enter "**Not Applicable**".

26. **ADDITIONAL INFORMATION:** State any other material facts relating to end user and use of the property that may be of value in considering the proposal:

- If this block does not apply to you, enter "**Not Applicable**".

PAGE 2

SECTION III - UNDERSTANDING AND NOTIFICATION

Please read carefully. This section cites various laws and regulations you must comply with in the use, disposition and export of property.

SECTION IV - CERTIFICATION STATEMENT TO BE SIGNED BY BIDDER AT TIME OF RESPONSE TO IFB.

This section is self-explanatory. By signing and dating this form, you are certifying that all the information you are providing is true and correct and you understand and agree to all the provisions in this end use certificate. This form will become part of the contract.

26. **PARAGRAPH 4.** The person signing this DLA Form 1822 is:

- Check the block that applies to you and fill out any applicable portion.

28. **BLOCK A - NAME** (Type or Print)

- Be sure your name is legible and use the following format: First, Middle, Last.

**** MUST be signers full LEGAL name as stated on page 1 of EUC.**

29. **BLOCK B – SIGNATURE.** Be sure to sign this form. **Signatures on EUC must be legible.**

- If signer of EUC is an Officer, Director, Partner, Principal, Agent, etc., for official bidder, provide title/authority.

30. **BLOCK C - DATE SIGNED.** Be sure you date this form



DEFENSE LOGISTICS AGENCY
DLA DISPOSITION SERVICES QATAR
Bldg 8217, Al Udeid AB, Qatar
APO AE 09309



17 November 2015

MEMORANDUM FOR DLA DISPOSITION SERVICES J-311

FROM: DLA Disposition Services Qatar

SUBJECT: On-site Surveillance plan for Demilitarization and Mutilation required property located at DLA Disposition Services Qatar/Al Udeid Airbase/Camp As Sayliyah.

1. References:
 - a. Sales Listing: 39-6702
 - b. Manual: DoD 4160.28-M, Volumes 1 through 3.
 - c. Applicable DOT/ADR regulations with Security Controls.
 - d. DoD I 6055.1, DOD Safety and Occupational Health Program, Enclosure 1-8.
 - e. Applicable OSHA Regulations and Host Installation requirements
 - f. DoD Instruction 2030.8, Trade Security Controls on DoD Excess and Surplus
2. Description: Consisting of Metallic and Non-Metallic scrap with demilitarization and/or mutilation performed by the purchaser ranging from 112,000 lbs to 25,000,000 lbs of property.
3. Property Location: DLA Disposition Services Qatar facility, on the Al Udeid Airbase or Camp As Sayliyah facilities.
4. Demilitarization Codes: B, C, D, E, F, Q verified as correct.
5. Demilitarization/Mutilation Statement: Demilitarization/mutilation as a condition of sale is the most economical method. It is cost prohibitive to ship items to Centralized DEMIL Division. Demilitarization/mutilation will be accomplished on Government premises. DLA Disposition Services Qatar does not have the resources or space to accomplish the required Demilitarization/mutilation actions.
6. Method and Degree of Demilitarization:

Reference (a): DoD 4160.28-M, Volumes 1 through 3. Each item will be assigned specific demilitarization/mutilation requirements per reference (a).

- a. Demilitarization/mutilation on Government premises.

b. Purchaser will complete the demilitarization/mutilation with a certifier/verifier present.

c. Purchaser must completely destroy material that will result in destruction of the item to prevent reuse, recognition or reconstruction of the item to the satisfaction of the government appointed verifier. Automated size reduction prior to shredding is allowed. The process must be able to pulverize cast iron, cast aluminum and magnesium. This process will be used for the majority of the property stream.

d. Any items that cannot be processed as above, due to size or metal thickness, may be processed by torch or shear with certifier and verifier concurrence.

e. No parts removal. Harvesting of parts is forbidden.

f. The use of precision torch fixtures, precision cutting saws or precision tools of any kind to minimize demilitarization/mutilation is forbidden.

g. All military marking and data plates are to be completely shredded and destroyed.

7. Equipment Required: Purchaser will supply all equipment required to perform the demilitarization/mutilation of all material. Equipment may include a mobile and/or stationary shear, scrap knuckle boom, shredder, oxy/acetylene torch cutting, plasma cutter and Personal Protective Equipment.

8. Security Requirements: Disposition Services authorized personnel will escort and observe purchaser's personnel during the demilitarization/mutilation process. Purchaser is responsible for safe operations to include the use of appropriate personal protective equipment as required. Purchaser will perform periodic checks vehicles and equipment used to remove, load and unload property and assumes any operational risk assessments required to perform processing. Disposition Services reserves the right to cease operations due to safety concerns of purchaser's personnel or property. Disposition Services will not be held liable for costs incurred due to delays in operations that result from actions taken to ensure safe operation of purchasers personnel and equipment.

9. Removal and Processing Timeframe, removal of material must be accomplished Sunday thru Thursday from 0700 – 1500, excluding holidays and/or in accordance with the terms and conditions of the sales contract.

10. Certified government scale is available. In the event it is not, a certified commercial truck scale may be used. Weight tickets are required to be included with DLA Form 1367.

11. Demilitarization Timeframe:

a. Removal will be accomplished in accordance with Government requirements.

b. Removal, demilitarization and/or mutilation of material must be accomplished Sunday thru Thursday from 0700 – 1500, excluding holidays and/or in accordance with the terms and conditions of the sales contract. Any property that cannot be demilitarized the same day as removal will be secured on Government premises.

12. Purchaser is responsible for any clean up and removal of any and all environmental spills that may arise from the downsizing and or removal process.

13. Purchaser is responsible for obtaining and providing all required permits to accomplish demilitarization and transportation.

14. Supervisor is responsible for ensuring that employees performing surveillance have been briefed on the applicable safety procedures as outlined in DoD I 6055.1, DoD Safety and Occupational Health Program, Enclosure 1-8.

15. Government personnel or Government contract personnel will perform as DEMIL/Mutilation certifier and government personnel only will perform as Verifier with written appointment in accordance with accordance with DoD 4160.28-21M.

16. Surveillance Plan:

a. DEMIL Coordinators and applicable SCOs are responsible for the terms and conditions of the sale, including informing the buyer of their responsibilities.

a. Government Representative will ensure that proper loading and weighing methods are used and vehicles.

e. Certifier/Verifier will survey 100% of material being demilitarized/mutilated and ensure that the material is being properly demilitarized/mutilated. Any residues of material not fully destroyed will require further processing until proper destruction is accomplished.

f. Verifier/Certifier will examine demilitarized/mutilated residue. Certifier and Verifier will determine if residue has been completely destroyed. After material has been inspected to ensure proper demilitarization/mutilated, the certifier and verifier will complete and sign the demilitarization certification.

g. Title to property will not pass to the purchaser until demilitarization/mutilation has been completed **and** the SCO has received an approved demilitarization/mutilation certificate.

RODGERS.VICKIE
.LEE.1230408099

Digitally signed by
RODGERS.VICKIE.LEE.1230408099
DN: c=US, o=U.S. Government, ou=DoD,
ou=PKI, ou=DLA,
cn=RODGERS.VICKIE.LEE.1230408099
Date: 2015.11.17 11:54:03 -05'00'

Vickie Rodgers
Deputy Director
DSD Central