

No cutting or property removal will take place unless both the certifier and verifier are present and have authorized cutting operations.

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 aluminum and magnesium. This process will be used for the majority of the property stream.

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.

No parts removal, harvesting of parts is forbidden.

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

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

No property will leave DLA control unless both the certifier and verifier have completed and signed the required DEMIL certification.

Ownership of property remains with DLA until purchaser certifier and DLA verifier have both approved the DEMIL process and signed the DEMIL certificate. At that time purchaser is allowed to load property on their conveyance, have it weighed and removed.

No culling permitted.

Government will determine what property is to be loaded.

Purchaser is responsible for providing weight tickets from a state certified scale when Government scale is not available within 24 hours of removal at purchasers expense.

Suggested equipment to be used: 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.

Purchaser must obtain all required permits from Aberdeen Base to perform all operations required to DEMIL and remove property. DLA personnel will assist purchaser by providing POC information for permits.

Government scale is available at both location.

Location 1 is scale is located at DLA field site that is on the way to the pick up location.

Location 2 Government scale is located at Bldg. 1134E, near DLA Field site.

Purchaser and DLA Representative will both retain a copy of the removal documentation, DLA Form 1367 (signed by purchaser representative and DLA representative), Material Release Order (MRO) and scale weight ticket, with the DLA representative receiving the originals.

Upon completion of the contract, purchaser will return worksite to original condition. Any damages as a result of the DEMIL operations will be repaired by the purchaser at the purchaser's expense.

These records will be used in any disputes with removal or billing claims that may arise.

Pricing is determined from current market pricing in the American Metals Market.

Pricing will be updated monthly on the first Thursday after the first Wednesday of the month by DLA Disposition Services.

Pictures included in this auction are used for representation only on like materials and may or may not be

exact representation of the actual items.

Packing

Property is loose on ground, banded on pallets or in self-dumping hoppers, which are not included in sale.

Removal

Property is located on two restricted areas of Aberdeen Proving Ground, MD.

Location one Customers must contact
Bruce.K.Taylor.civ@mail.mil 410-278-4048

At location Two Customers must contact
Chris Montgomery christopher.m.montgomery12.ctr@mail.mil 410-278-4719 or Fred Thompson
Fred.h.thompson.civ@mail.mil 410-278-9217

Customer must have photo I.D
and be a U.S. citizen. NO foreign nationals
permitted in the restricted area.

Customers will be escorted at all times in and out of the area.

Cameras are not permitted in this secured area.
Removal hours 0730-1500 Monday-Thursday, excluding Holidays.

Inspection

Property is located on two restricted areas of Aberdeen Proving Ground, MD.

Location one Customers must contact
Bruce.K.Taylor.civ@mail.mil 410-278-4048

At location Two Customers must contact
Chris Montgomery christopher.m.montgomery12.ctr@mail.mil 410-278-4719 or Fred Thompson
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Customer must have photo I.D
and be a U.S. citizen. NO foreign nationals
permitted in the restricted area.

Customers will be escorted at all times in and out of the area.

Cameras are not permitted in this secured area
Removal hours 0730-1500 Monday-Thursday, excluding Holidays.

Loading

Loading hours 0800-1400 Monday-Thursday, except Holidays.

The government will load contractor furnished flatbed or roll offs based on the size of the property.

Location 1 scale is located at DLA field site. The Field site is on the way to the pick-up location.

Location 2 Government scale is located at Bldg. 1134E, near DLA Field site.

Government will provide escort and witness all weighing and sign removal documentation.

The following general information, instruction and special conditions of sales contained in DLA Disposition Services pamphlet entitled the Sales by Reference Instructions, terms and conditions applicable to Department of Defense personal property offered for sale by DLA Disposition Services, published July 2012, are hereby incorporated by reference and become a part of this Auction and any contract resulting from

acceptance of a bid submitted pursuant to this auction as fully as though such instructions, terms and conditions had been specifically set forth herein:

Sale by Reference Articles and Paragraphs

DEMIL ON GOVERNMENT PREMISES

TO BE DEMILITARIZED BY PURCHASER ON GOVERNMENT PREMISES.

"Sale By Reference, July 2012"

PART 05-B: Convict Labor

PART 05-C: Contract Work Hours and Safety Standards Act-Overtime Compensation

PART 05-D: Liability and Insurance

PART 05-I: US Munitions List (USML) Items

PART 05-K: US Munitions and Commerce Control List Items (USML/CCLI) Compliance

PART 06-A: Demilitarization or Mutilation on Government Premises

PART 06-C: Failure to Demilitarize or Mutilate

PART 06-D: Change in Contract Requirements

PART 07-E: Dangerous Property

Article Demilitarization

Article Inspection of Contract Performance

End Use Certificate Applies.

GOVERNMENT'S RIGHT OF SURVEILLANCE

"Sale By Reference, July 2012"

PART 07-S: Government's Right of Surveillance

Hazardous Property

"Sale by Reference, July 2012"

Part 07-C: Transporting Hazardous Materials

Part 07-R: Disposition and Use of Hazardous Property

Part 07-S: Government's Right of Surveillance

Part 07-T: Right of Refusal for Hazardous Property

Part 07-U: Record Maintenance

Part 07-Y: Government's Right to Make Contingent Awards

Article Hazardous Property

RCRA Notice Applies

Pre-Award Survey Applies

Statement of Intent Applies

LIABILITY INSURANCE

"Sale By Reference, July 2012"

PART 05-B: Convict Labor

PART 05-C: Contract Work Hours and Safety Standards Act-Overtime Compensation

PART 05-D: Liability and Insurance

PRE-AWARD MEETING

Pre-Award Meeting Applies.

SALE BY REFERENCE PART 1: General Information and Instructions: All conditions apply.

SALE BY REFERENCE PART 2: General Sale Terms and Conditions: All conditions apply.

SALE BY REFERENCE PART 4: Special Sealed Bid Term Conditions: All conditions apply.

SALE BY REFERENCE PART 5: Additional Special Circumstance Conditions - Miscellaneous: As specified in item detail.

SALE BY REFERENCE PART 6: Additional Special Circumstance Conditions - Demilitarization and Mutilation: As specified in item detail.

SALE BY REFERENCE PART 7: Additional Special Circumstance Conditions - Hazardous and Dangerous Property: As specified in item detail.

SCRAP-TERM SALES ONLY

"Sale By Reference, July 2012"

PART 05-I: US Munitions List (USML) Items

PART 05-J: Commerce Control List Items (CCLI)

PART 05-K: US Munitions and Commerce Control List Items (USML/CCLI) Compliance

Article Bid and Pre-Payment Evaluation

End Use Certificate Applies.

5 AND 7 DAY NOTICE

Purchaser will be notified by the Sales Contracting Officer or their authorized representative when removal is required. Property must be removed within five (5) workdays after oral notification or seven (7) workdays after written notification.

A 72 hour notice is required prior to inspection and/or removal of property.

ARTICLE BID AND PRE-PAYMENT EVALUATION (TERM SALES TIED TO A MARKET)

The following market prices, as quoted at time of catalog production, will be used as a basis for evaluating percent bids to determine high bidder for items tied to a market and for computing the pre-payment on this sale.

ITEM	DESCRIPTION MARKET	PRICE
1	Old Aluminum Plate AMM 4RR	\$0.380

The pre-payment will be computed by applying the percentage bid by the above stated market price, multiplied by a 1 year generation, multiplied by 20 percent. EXAMPLE..If the amount bid per pound for an item is 50 percent of market price and annual generation is 10,000 pounds.
Sample pre-payment computation with market price of \$0.05 per (net ton/gross ton/lb) and with a one year generation of 10,000 (net ton/gross ton/lb):

Market Price per Pound	\$ 0.05
Percent of Market Price Bid	50 percent
Bid Price (lb)	0.025
Annual Generation	10,000 LBS
Price for 1 Year Generation	\$250.00
Required Pre-Payment (20 percent of 1 Year)	\$ 50.00

ARTICLE BID PRICE DETERMINATION (TERM SALES TIED TO AMERICAN METAL MARKET)

a. The publication listed below will be used as a basis for determining the bid price for each item to be included in the monthly billing statement. Billing price will be based on the highest quotation published for each item as indicated. The market(s) listed below as quoted in the "AMERICAN METAL MARKET" Thursday Edition for the first Wednesday of each month in which deliveries are made will be applied as follows:

ITEMS	MARKET USED
1	Old Aluminum Plate AMM

b. In the event that a zero market price, a negative market price, or no market price is published as specified above, the last positive market price quoted in the publication will be used.

ARTICLE CLEAN-UP

The purchaser is responsible for maintaining the worksite in a neat, orderly and safe manner. Purchaser will remove work performance related debris from the worksite and dispose of it properly prior to removal of this item.

ARTICLE DEMILITARIZATION

Property requiring demilitarization will be demilitarized by the Purchaser. All costs incident thereto shall be the sole responsibility of the purchaser. Demilitarization will be effected by cutting, chipping, 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. The use of precision cutting torch fixtures, saws, or tools of any kind to minimize mutilation or demilitarization is forbidden. Title of the property will not pass to the purchaser until demilitarization has been completed.

ARTICLE DISMANTLING AND REMOVAL

Purchaser agrees to furnish all labor, material, and equipment necessary to dismantle and remove property at no cost to the Government. Adhering to all State and Federal OSHA, EPA, and base safety guidelines is the responsibility of the purchaser. Upon completion of the dismantling procedure, purchaser agrees to perform the required clean-up that will return the worksite to its original condition prior to the onset of the dismantling procedure. In the event the worksite is not satisfactorily cleaned, the purchaser agrees to reimburse the Government for all costs associated with the clean-up, including the cost of disposing of resultant debris.

ARTICLE ENVIRONMENTAL PROTECTION

All offeror's are advised that they must comply with all applicable Federal, State and local laws, ordinances, regulations, etc., with respect to human safety and the environment during the processing, use or disposal of material purchased from the Department of Defense.

ARTICLE EXPLOSIVES AND PROPELLANT POWDER, PELLETS, AMMUNITION AND COMPONENTS THEREOF

(a) Any bid for any of the items included in this Sales offering will be rejected unless the bidder signs the following certification which appears on the bid sheets. "It is hereby certified that the Purchaser will comply with all applicable Federal, State and local laws, ordinances and regulations with respect to the care, handling, storage and shipment, resale, export and other use of the materials, hereby purchased, and that they are a user of, or dealer in, said materials capable of complying with all Federal, State and local laws. This certification is made in accordance with and subject to the penalties of Title 18, Section 1001, the United States Code, Crimes and Criminal Procedures."

(b) The above certification includes but is not limited to the requirements of the Gun Control Act of 1968 (Public Law 90-618).

(c) No Award will be made and no sale will be consummated pursuant to this Sales offering until after the Sales Contracting Officer affirmatively determines that the bidder can comply with the above certification.

(d) All markings on explosive containers must be left intact and not removed or obliterated, until the explosives are used, reprocessed or repackaged.

ARTICLE FAILURE TO PERFORM

Notwithstanding the provisions of Condition F of Part 4, Special Sealed Bid Term Conditions of the DRMS 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 percent of the contract price for the quantity estimated to be generated within a 60-day period.

ARTICLE 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 DRMS 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 Government may, at its option and without further notice to the Purchaser, dispose of such of property as it determines endangers the public health or safety or constitutes a nuisance. The Purchaser shall be responsible for all costs occasioned by the Government for such disposal.

ARTICLE GOVERNMENT'S RIGHT OF SURVEILLANCE

(a) The Government reserves the right to conduct inspections of the Purchaser's and/or its agent's representatives, assignee's and/or vendee's transportation conveyances and/or equipment utilized to effect removal of the property purchased under this Sales offering. Such actions may be accomplished prior to, during and/or subsequent to removal of the property from Government premises. The Purchaser shall furnish Government employees, or authorized representative with the free access and reasonable assistance required to conduct such inspections.

(b) The Government reserves the right to conduct inspections of treatment, storage and disposal facilities of the Purchaser, its agent, representative, assignee and vendee including the equipment, instrumentalities, and records thereof. Such action may be accomplished prior to, during and subsequent to removal of property from Government premises. The Purchaser shall furnish Government employees, or authorized representative with free access and assistance as requested to conduct such inspections.

(c) Where the Purchaser transfers any property acquired under this contract to a third party, the Purchaser warrants that by the terms of that transfer, the Government shall retain all rights and privileges conferred upon it by parts a and b of this clause.

ARTICLE HAZARDOUS PROPERTY

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

ARTICLE PRE-PAYMENT AND PAYMENTS ON TERM CONTRACTS

(a) For each item awarded, a pre-payment of 20 percent of the total price estimated for a 1 year's generation is required and must be submitted within 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 Auction. No property will be released to the purchaser or his duly authorized agent before pre-payment has been received by the Sales Contracting Officer. The Pre-payment submitted by the Purchaser will be retained by the Government and applied against the last delivery affected under the contract.

(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, American Express). Make checks payable to the U.S. Treasury. When a credit card is used as payment, the credit card number, the name as printed on the credit card, and the expiration date must be provided. All credit card transactions are limited to \$24,999.99. Credit card transactions greater than \$24,999.99 may not be split into two (2) or more transactions over one (1) or multiple days. 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 personal or 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, require the bidder to make all future payments by cash, cashier's check, certified check, traveler's check, bank draft or money order.

(d) Successful bidders that wish to make payment via credit card for property awarded can do so by providing language substantially as follows:

I (WE) AUTHORIZE THE SALES CONTRACTING OFFICER TO OBTAIN PAYMENT BY CREDIT CARD FOR ANY ITEMS I AM (WE ARE) AWARDED ON THIS SALE.

Any necessary adjustments in accordance with the condition of sale entitled "Adjustment or Variation in Quantity or Weight" will be applied to the card as a debit or credit.

(e) Personal checks will be accepted for payments of debt interest, liquidated damages, overages and storage charges for amounts of \$25.00 or less.

(f) All payments should be addressed and mailed or delivered to:

DLA Disposition Services

ATTN: Cashier

74 N. Washington

Battle Creek, MI 49037

Credit card payments may be faxed to: 269-961-7230

(g) Credit card payment within the United States can be made using the web site at:

<https://www.pay.gov/paygov/forms/formInstance.html?agencyFormId=25176217>

(h) Should you need to make payment for less than \$1.00, you cannot use the web site credit card payment method. You must complete the manual credit card form and fax it to 269-961-7230.

(i) Regardless of how you pay, to avoid delays at the DLA Disposition Services sites when you go to pickup property, payment should be received in Battle Creek at least 24 hours in advance of your scheduled pickup of property.

ARTICLE SCRAP WARRANTY

The Purchaser represents, warrants and certifies to the U.S. Government that this property will be scrapped by pulping, shredding, or other equally complete manner which precludes any recognition or reconstruction of the items. The Purchaser further represents, warrants and certifies that he is purchasing the property as scrap and that he will only use it as scrap. Notwithstanding any other provisions of this contract to the contrary, title to the property shall not vest in the Purchaser until all required scrapping has been accomplished. Should the Purchaser fail for any reason to complete the scrapping within 30 days after each removal of the property, or such additional time as may be granted by the Contracting Officer, and furnish the Contracting Officer with a certificate to the effect that such scrapping has been accomplished, the Government shall have the right to repossess the property charging the Purchaser with all costs incurred by the Government in repossessing and reselling the property including any direct loss on amount of the resale. At the time of taking delivery the Purchaser must advise the Contracting Officer where scrapping will be accomplished.

ARTICLE TERMINATION

Notwithstanding the provisions of Condition 6 of Part 4, Sale of Government Property Special Sealed Bid-Term Conditions (Standard Form 114C-2, Apr 01) of DRMS 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.

CERTIFICATION FOR EXPENDED SMALL ARMS CARTRIDGE CASES

Certification for Expended Small Arms Cartridge Cases applies and must be completed and submitted upon Sales Contracting Officer request.

END USE CERTIFICATE

End Use Certificate applies and must be completed and submitted at the Sales Contracting Officer's request, prior to award.

ENVIRONMENTAL CONSIDERATION

DLA Disposition Services is committed to protecting the environment. It is the responsibility of this agency, as well as you, our buyers, to ensure that the sale of hazardous property, and the ultimate end use of that property, is performed in an environmentally compliant manner. As such, prior to the award of any hazardous item, each high bidders premises may be subject to an on-site inspection by a government representative.

PRE-AWARD SURVEY

Prior to the award of a contract, the Sales Contracting Officer (SCO) or his authorized representative, will determine whether the potential Purchaser has the necessary permits/licenses, experience, organization and technical qualifications (either through its own facilities or the facilities of another firm) to handle materials of the nature offered herein and is capable of complying with all applicable Federal, State and Local Laws, Ordinances and Regulations.

SALES CONTRACTING OFFICER - CONUS

Todd Koleski phone number 269-961-5993 email Todd.Koleski@DLA.MIL

DO NOT EMAIL BIDS OR CALL IN BIDS DIRECTLY TO THE SALES CONTRACTING OFFICER. PLEASE BID ON LINE VIA THE SALES WEB. IF UNABLE TO MAKE THE BID ON LINE YOU CAN FAX BIDS TO 269-961-7568 OR EMAIL THEM TO DRMSSALESBIDS@DLA.MIL

STATEMENT OF INTENT

The Statement of Intent must be completed and submitted upon Sales Contracting Officer's request.

TORCH CUTTING

NOTE: Torch cutting will be allowed with permit from the Fire Marshal.

Approvals