

General Details:

Auction Number & Title	A0007891 / Scrap residue from controlled property Anniston AL
Contract/Sales Order Number	
Publish Start Date	10/10/2019 10:52:21 EDT
Auction Closing Date	10/31/2019 10:52:21 EDT
Sales Type	Term Quantity/Sealed Bid
Contract Start Date	12/02/2019
Contract End Date	12/01/2022
Target Group/Business Partners	
Bid Type	Sealed Bid
Auction Duration	21 day(s)
Start Price	0.01 USD
Pricing Method	Per-unit Pricing

Product Information(for each line):

Line Item 1

SL0000102	DS000H24B/DS000M	DTID:--	Demil Code:--	Qty/UI:150000000/ LB	Fld Off:JTT9/DLA DS Anniston Demil
	UTB-Scrap residue from controlled property				

Line Item 2

SL0000102	DS000H24B/DS000M	DTID:--	Demil Code:--	Qty/UI:9000000/LB	Fld Off:JSW9/DLA DS SASP
	UTB-Scrap residue from controlled property				

Sales Information

Description

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Sales Contracting Officer (SCO):

Todd W. Koleski

Phone number 269-961-5993

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Section 1: General Statement and Description

1. This Auction is for a firm fixed price sales contract where the bid price is expressed in United States dollars/cents per pound. DLA Disposition Services (hereinafter "Agency" or "Government") expects the Purchaser to perform all requirements under this contract at the bid price provided by the Purchaser. This is not a sale by lot. The Agency guarantees to issue the total combined estimated annual generation of

DEMIL/MUT property offered in the amount of 53,000,000 pounds for sale within the terms of the Adjustment for Variation in Quantity or Weight clause (Sale by Reference (SBR) Part 4, Condition 5).

2. Property stream may consist of, but is not limited to, aluminum and steel scrap (light and heavy), copper, brass with nonmetallic material to include plastic and textile, fiberglass, Kevlar and body armor, satellite antennas, large weapon system and parts, wheeled and tracked vehicles (lead acid batteries maybe included), tank track, trailers, containers and aircraft components that are flight safety critical aircraft parts (FSCAP), small arms weapons and components and sensitive components and textiles requiring demilitarization and/or mutilation. This property consists of DEMIL codes B, C, D E, F and Q. Purchaser may also receive approved DEMIL G property with Material Documented as Safe (MDAS) certificate and DEMIL P property with declassification certificate.

3. All DEMIL/MUT operations will be conducted off Government premises with the exception of the smalls arms DEMIL/MUT that will be conducted in building 104 Small Arms Warehouse (SASP) on Anniston Army Depot (Section 2 Paragraph 2). Downsizing on Government property is authorized only to the extent for property to be properly and safely transported. Purchaser is responsible to obtain all required permitting.

4. Purchaser's facility must be located within 50 miles of DLA Disposition Services Anniston CDD.

5. The Purchaser will pick up property from the following DOD locations:

- a. DLA Disposition Services Anniston Centralized Demilitarization Division (CDD)
- b. Receipt in Place (RIP) locations on Anniston Army Depot.
- c. Building 104 SASP on Anniston Army Depot.

6. DLA Disposition Services will direct ship property to the Purchasers Facility from authorized locations. Prior coordination for direct shipments will be made and communicated by the DLA Disposition Services Anniston site Sales Point of Contact. (POC).

7. The Purchaser is expected to DEMIL/MUT and remove a minimum of 4,416,667 pounds per month. Weight is tracked and billed by weight tickets and DLA Form 1367 for outbound scrap removed from the site. The Purchaser is responsible for removal and disposal of all scrap, to include all metallic and non-metallic material resulting from the DEMIL/MUT process at no cost to the Agency.

8. The performance period of the contract resulting from the IFB shall consists of a 36-month base period, followed by two 12-month option periods that may be exercised at the Sales Contracting Officer's (SCO) discretion. The contract also contains an available six-month extension period that may be offered at the SCO's discretion at the end of each performance period, under the same terms and conditions of the contract. In the event the extension is utilized, the SCO shall advise the contractor in writing 120 calendar days prior to the expiration of the current period of performance period. The extension may be utilized in 30-day increments, a combination of 30-day increments, or in its entirety. The entire length of the contract, if all option periods and extension are used, shall not exceed five years.

9. All potential Bidders are advised to read all terms and conditions of this IFB prior to submitting their bids to ensure they have a complete and full understanding of all requirements under this contract for sale. The Purchaser is cautioned that some requirements for information are required before the start of work on this contract. The Purchaser agrees to provide all services necessary for the contract in accordance with all Federal, state, local laws and regulations and in accordance with the terms of this contract. All terms in this IFB will also apply to Purchaser subcontractor(s).

Packing

Property at Anniston CDD is stored outside on the ground. Property that is direct shipped to Purchaser's facility will be on flat beds or 53' box trucks, on pallets or in boxes.

Removal

POC Blake Singleton

Phone Office: 256-676-2535

Cell: 256-294-2594

E-mail Howard.Singleton@dla.mil;

Alt POC Gail Haas-Sibley

Phone Office 256-676-2526
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Hours of operations: Monday thru Friday from 0700 to 1430. Excluding Holidays and weekends

Inspection

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Hours of operations: Monday thru Friday from 0700 to 1430. Excluding Holidays and weekends

Loading

Purchaser shall move, breakdown and load all property associated to this auction, no Government assistance is available.

Section 2: Special Terms and Conditions

1. Demilitarization/Mutilation Section

- a. Other Department of Defense (DOD) agencies have the responsibility to identify property that requires demilitarization/mutilation by assigning the applicable demilitarization code. Due to changes in requirements, these codes are subject to change without notice.
- b. SCO will provide the training materials to the Purchaser during the pre-award process to ensure adequate time is allotted to train Purchaser certifiers. Purchaser must complete training certificate and submit an appointment letter with the certifiers name and signature on it to the SCO before work can begin. Training certificates are to be held by the Purchaser and made available to the SCO within 24 hours if requested.
- c. Purchaser certifiers will be re-trained annually and must provide to the SCO, a new appointment letter with the date refresher was taken for each certifier.
- d. All DEMIL/MUT operations will be conducted at purchasers approved facility with the exception of building 104 SASP. Agency verifier(s) must be present for all DEMIL/MUT operations. If the Agency verifier is unavailable for any reason, operations are to be shut down until the verifiers return.
- e. Demilitarization/Mutilation of property must be accomplished, Monday thru Friday from 0700 to 1430. Excluding Holidays and weekends or any days Government verifiers are unavailable.
- f. Purchaser will be notified by the Sales Contracting Officer or their authorized representative when removal is required.
- g. Purchaser is responsible for obtaining and providing all required permits to accomplish downsizing process when necessary, loading and transportation. All conveyance will display applicable Department of Transportation (DOT) placards. If an oversized vehicle or load is required, site will assist by providing a POC for base permits.
- h. Purchaser shall not be provided with on Base permanent indoor or outdoor storage space for property or equipment (including material handling equipment (MHE)). Outdoor temporary storage will be made available as the need arises to ensure DEMIL operations and property flow are not impacted. Only the Agency can authorize the temporary storage space and the Purchaser must request the space in writing.
- i. Purchaser shall supply all equipment and personnel to accomplish all operations associated to the demilitarization/mutilation of all vehicles and associated parts/material. Equipment may include, but is not limited to: a shear, scrap knuckle boom, shredder, torch machine, plasma cutter and Personal Protective Equipment.
- j. Purchaser is responsible to have on-hand Storage Bins/Roll off containers to support downsizing operations so as to not allow scrap to be left on the ground prior to final load out.
- k. Purchaser is responsible to obtain all base badging for laborers and transportation drivers with coordination and assistance from the Government. All personnel accessing the base must have state-approved identification or state-approved appropriate driver's licenses. The base may deny access to personnel with warrants. Base access requirements are subject to change. It is the Purchaser's responsibility to be aware of all changes and comply as needed. (Purchaser shall provide a list of personnel who will work on base

prior to start of work).

- l. The use of precision torch fixtures, precision cutting saws or precision tools of any kind are only authorized for downsizing. Final cuts must be IAW DODM 4160.28.
- m. Purchaser shall provide Letter of Authorization (LOA) to the SCO and the pickup point DLA Sales POC, for any contracted transportation picking up property on the Purchaser's behalf. (See addendum A0007891 for example LOA)
- n. The Agency's verifier will conduct end of week meeting with purchaser to coordinate/determine work schedule for the following week. Deviations authorized (i.e. bi-weekly, monthly, etc.) based on mutual agreement between Purchaser and Agency.
- o. Removed
- p. The property is received as an item or by Scrap Classification Code (SCL) and processed through demilitarization/mutilation to the point of scrap. The resulting scrap weight is issued to the Purchaser with the SCL material description.
- q. The Purchaser's certifier and the Agency's verifier shall jointly inventory and inspect the property before the property is demilitarized/mutilated
- r. DEMIL required property will not be comingled with other property types until Title passes.
- s. Mutilation required property will not be comingled with other property types until Title passes.
- t. Other property sourced to this contract will be processed as Controlled property and will be mutilated and not comingled with DEMIL/MUT property until title passes.
- u. If operation hazards are discovered during loading or DEMIL/MUT operations, all work will cease immediately. Operations will not resume until cleared by the Agency Verifier or the SCO.
- v. Method and degree of demilitarization will be IAW with DODM 4160.28 Vol 3. The appointed Agency Verifier will have final say in the DEMIL/MUT of property.
- w. Purchaser is required to DEMIL/MUT all property streams. No parts harvesting is authorized.
- x. By bidding, each bidder represents, warrants, and certifies that ALL materials purchased will not be re-used or re-furnished, or sold for re-use or refurbishing.
- y. All DEMIL and Mutilation required property will be destroyed on the same day the material is received. The receiving process begins once the Agency verifier and Purchaser's certifier complete the Kind Count (KC) process and the property has been turned over to Purchaser.
- z. DEMIL/MUT property that is not destroyed on the date received, must be stored in a DLA approved secure area.
- aa. Title will pass to Purchaser when the DEMIL or Mutilation has been completed and the Certificate of DEMIL or Mutilation has been signed by both the Purchaser certifier and the Agency verifier and the 1367s is signed by both the Purchaser certifier and the Agency verifier.

2. DEMIL of weapons will occur on-site in building number 104 SASP.

- a. Weapons DEMIL as prescribed by DODM 4160.28-M, Volume 3 require certain places where cuts are to be made or certain parts of weapons must be destroyed. Government verifier will mark and show purchaser cutter where these cuts or parts are prior to DEMIL. Government owned shredder is available for use and government owned cutting rack with exhaust system is available in bldg. 104 SASP. The only property for DEMIL in bldg. 104 SASP is the property that is already maintained inside of said building. No property will be taken into or out of bldg. 104 SASP for DEMIL. Residue from DEMIL will be stored in hoppers and released to purchaser.
- b. If weapon(s) cannot be verified inert, torch cutting or shredding of weapons is UNAUTHORIZED. Precautionary measures for joint weapon check will be performed PRIOR to torch cutting.
- c. Discovery of a weapon that is welded shut, plugged, burnt or otherwise prevents weapon check of chamber, immediately secure the weapon away from employee work area, Secondary inspection will be conducted jointly between the Certifier and the Verifier prior to torch cutting. If the weapon cannot be checked to verify inert, CDD staff will contact the CDD Chief and complete a SITREP. Contact EOD to remove.
- d. Personnel Protective Equipment (PPE) will be worn at all times when demilitarization is performed in bldg. 104 SASP. Due to the inherent danger of demilitarizing weapon and MPPEH, personnel performing the DEMIL are required to wear the type/level of personal protection clothing that protects from injury from debris, flying projectiles, hot sparks, flames that may cause injury. When torch cutting, additional protection is required to protect from sharp flying debris (e.g. cut-resistant garments; cut-resistant sleeves, jacket) and protective flame/heat resistant garments (e.g. face-mask, gloves - welding clothing) must be worn to protect from burns, sparks, and hot metal. See American National Standards Institute (ANSI) Z49.1 for a list of compliant PPE, Code of Federal Regulations (CFR) Title 29 Labor, Parts 1910 and 1915 or National Fire Protection Association (NFPA). See the Occupational Safety and Health Administration (OSHA) for standard warehouse PPE requirements.
- e. Purchaser is to supply/provide: Laborers to load property into shredder/DEMIL system and conduct torch cutting operations, setting and pulling residue from cutting tables. Purchaser will purchase all torch cutting equipment to include gas cylinders needed to cut property. Purchaser is also responsible for

attaining a Hot Work Permit from Base/Host fire department.

f. Purchaser is responsible to provide the SCO, on an annual-basis, a certification statement that the PPE worn to perform demilitarization in Bldg. 104 SASP has been inspected and is certified safe to prevent injury. The purchaser further agrees to obtain a signed certificate from the contractor employee accepting the responsibility to wear safety gear, and shall not hold the Government liable for personal injuries to, disabilities of, or death arising from an incident in performing demilitarization.

3. In accordance with (IAW) Code of Federal Regulation (CFR) 102-40-120 Purchaser is hereby informed of the requirement to supply/provide contractor employees safety gear needed to protect from lethal projectiles, hot metal, sparks and flames. The act of Demilitarization to render the property demilitarized can be extremely dangerous and adequate safeguards must be adhered to by contractor employees performing the demilitarization on weapons and associated dangerous property, e.g. mortars, firearms.

4. Joint inventory of property will be conducted by the Purchaser's certifier and by DLA Disposition Services verifier, when the purchaser loads the property at DLA Disposition Services Anniston CDD and/or RIP locations on Anniston Army Depot.

5. During the inventory at the DLA Disposition Services Anniston CDD, the Purchaser will be authorized to sort and break down property from the dunnage to better utilize the transportation. The Purchaser must provide adequate support as to not slow down the loading, inventory and DEMIL/Mutilation process or Transportation times.

6. Purchaser must be able to accept unload and process an estimated 35 direct shipments per week, and more if prior arrangements are made by the SCO or the SCO's approved SPOC. Purchaser must provide a secure area to inventory and KC the property received by direct shipments. The Sales POC will provide the Purchaser a weekly schedule of inbound shipments to Purchaser's Facility. Only direct shipments scheduled through the Disposition Services Transportation Scheduler (website) will be accepted at Purchaser's facility or prior arrangements are made through the SCO. Shipments may be delivered on flatbeds or in 53' box trucks.

7. Purchaser must be able to pick up, remove, and process property from Anniston CDD and RIP locations on Anniston Army Depot, an estimated weekly generation of 25 truckloads of property and more if prior arrangements are made by the SCO or the SCO's approved SPOC.

8. All disposal costs, recycling of containers, pallets and dunnage material are the responsibility of Purchaser.

9. Reusable boxes and cases (i.e. pelican type cases) used for shipping will be treated as DEMIL/Mutilation required property or returned to DLA Disposition Services Anniston CDD at purchaser's expense.

10. Purchaser may be required to return property to DLA Disposition Services under limited circumstances:

a. Controlled Material Located at Point of Resale - Material issued to the Purchaser may later become required by the Government. The material shall be returned at no cost to the Government as directed by the SCO.

b. Material Resold - Not Removed from Point of Resale - Purchaser may have resold items as scrap or with mutilation or DCOS and later become required by the Government. The material shall be returned to Government control as directed by the SCO. The Purchaser shall not be reimbursed for lost proceeds but may pass on cost incurred by their Resale Buyer based upon evidence of the expense. Returns from a DLA Disposition Services' scrap yard to the scrap yard's owning site shall be considered to have no associated costs.

c. Material Resold - Removed from Point of Resale - Purchaser may have resold items that the Resale Buyer has physically removed from the point of resale and not yet rendered scrap via DEMIL/Mutilation and later becomes required by the Government. Within three (3) business days of the DLA Disposition Services notification, Purchaser is required to notify their customer and facilitate the item's return if the Resale Buyer has not destroyed the item. The Purchaser shall initially contact their customer by either e-mail or registered letter. If the Resale Buyer is non-responsive to the initial request or fails to return the material, Purchaser is responsible for contacting the Resale Buyer again within fourteen (14) business days of the initial contact via a registered letter. DLA Disposition Services shall advise the method for return based on the applicable item and shall reimburse the Purchaser transportation costs associated with the return of the material.

d. No Purchaser Returns of Non-Hazardous Material- Purchaser does not have right to return unsaleable material or material with low to no sales profit margin. The Government recognizes that some commodities shall be delivered that represent recycling challenges (Tires, wood, scrap furniture, textiles, and other

non-metallic) that shall require unique and challenging solutions. The Government shall not reimburse for disposal or land fill costs for any material referred in this contract.

11. All military markings and data plates are to be completely destroyed during the DEMIL/MUT process. All Technical Data is considered DEMIL/MUT-required and must not be thrown away as dunnage. DEMIL/MUT of Technical Data, Drawings, CD's, Manuals, etc... must be by burning, cross-cut shredding or pulping IAW Government regulations.

12. Purchaser is authorized to downsize material to the point the material can fit into the Purchaser's conveyance. Purchaser is responsible for any cleanup and removal of any and all environmental spills that may arise from the downsizing and/or removal process. Spill kits and dry sweep/oil absorbent removal of debris are the responsibility of purchaser and all costs associated to the cleanup.

13. All government property arriving at the Purchaser's site is required to have a Refrigerant Removal Certification if the property once contained refrigerant. A copy of the certification will be provided to the Purchaser as required. The designated government employee will arrange for the recovery of the refrigerant from any government property arriving on the site containing refrigerant and/or certification of refrigerant status of government property that once contained refrigerant and provide the Purchaser a copy of the certification as required. Purchaser may be authorized to affect removal of ODS material by qualified employees or third party, on a case by case basis.

14. Facility Requirements:

a. Purchaser Treatment Storage and Disposal Facility (TSDF) will have:

- i. Security fencing around the entire facility.
- ii. Controlled truck access gate for controlled and other property.
- iii. Controlled entrances to DEMIL/MUT area.
- iv. Limited access to essential employees. Purchaser's nonessential employees and visitors will be escorted at all times.
- v. Security cameras at all controlled and other property areas, access points, both truck and personnel.
- vi. A 30 day minimum taping and retrieval capacity for the security cameras and access for DLA Disposition Services personnel to view if necessary.
- vii. Services personnel to view if necessary.
- viii. Provide adequate office space with electricity for a minimum of two DLA Disposition Services employees (including DEMIL and MUT area) to adequately perform their daily duties. Office(s) will have a desk and chair for each person and one four drawer file cabinet per office. (DLA Disposition Services will provide computers, scanner, printer and copier for DLA Disposition Services personnel).
- ix. Appropriate space per person is calculated at 7 ft. by 7 ft.
- x. High-speed internet access.
- xi. Provide a lockable cage for holding troubled property. Lockable cage must have a dedicated security camera with a 30 day minimum taping and retrieval capacity with access for DLA Disposition Services personnel to view if necessary. (Troubled property is defined as any property not appropriate for the terms and conditions in this contract or property under DEMIL code challenge). Cage should be of adequate size to accommodate at a minimum of eight pallets of material, with a separate smaller lockable cage inside able to accommodate one pallet of material.
- xii. Area large enough to allow for two shipments of material to be laid out and KC at one time, with storage capacity to hold up to 10 shipments, waiting for processing or inventory. (One shipment is defined as 26 pallets.)

b. Fencing and gate requirements for the Purchaser:

i. Fencing fabric will be minimum 9-gauge wire mesh and mesh openings will not be greater than two inches (51 mm) per side. Fence fabric material will be galvanized steel, PVC coated steel fabric (use PVC coated if located in corrosive environment or where aesthetics are of prime importance) or aluminum coated steel fabric (use aluminum coated if located in corrosive environment) [2-2.1]. (UFC 4-022-03, Chapter 2)

c. Fencing Height - Will be a minimum of 7 feet, excluding the top guard. Fence height including outriggers will be a minimum of 8 feet. (UFC 4-033-03, Chapter 2, paragraph 2-8).

d. Fence Mounting - Fencing fabric will be mounted on steel posts that are set in concrete with additional bracing at corners and gate openings, as necessary. If steel posts are not available, reinforced concrete posts will be used. (UFC 4-022-03, Chapter 2, paragraph 2-2, subparagraph 2.1.3)

e. Fence Topping - When required, install outriggers (support arms) at 45-degree angles in a single arm

(towards the threat side) or Y/V configuration, constructed of a single or double outrigger consisting of 18-inch (457 mm) arm(s), each having three strands of barbed wire at regular intervals along the top of the fence.

f. Gates - Gates will be constructed as set forth in the UFC. The barrier will have a minimum number of vehicular and pedestrian gates consistent with operational requirements. Such gates will be structurally comparable and provide equal or greater resistance to penetration as the adjacent fence. Gate fabric extends within two (2) inches (51mm) of the roadbed or firm soil when closed. Manual vehicle gates will be secured with welded alloy steel chains will be minimum 1/2 inch (13 mm) diameter with an approved padlock during non-operating hours (UFC 4-22-03, Chapter 3, para. 3-1.1).

g. The Agency verifier and Purchaser will develop a planograph of storage locations and layout of work areas for the Purchaser to follow for controlled and other property storage. Eleven (11) locations are required. One (1) location will be for troubled property and ten (10) additional locations will be for shipment storage. Coordination between Purchaser and DLA Disposition Services is required to provide the best working planograph. This information is a DLA Disposition Services warehousing system and procedures requirement.

15. Purchaser's Facility/worksite will pass an inspection by DLA Disposition Services personnel prior to contact award. (See DEMIL Facility Security Checklist in Addendum A0007891)

16. Property may contain hazardous materials, batteries, Petroleum, Oil, Lubricants (POL), hydraulic oils, coolant, fuels, washer fluids etc.). Purchaser will be responsible to drain and collect all fluids. Accumulations during the processing will be the purchaser's responsibility to recover, store, and dispose of IAW local, state, and federal requirements.

17. Other Special Terms and Conditions

a. Environmental and Hazardous Waste Secondary Containment.

i. The Purchaser is required to clean-up the workspace, remove, and dispose of any parts or debris resulting from the Purchasers performance/downsizing at the end of each work day.

ii. Containment system must allow for quick removal of spilled or leaking liquid and should contain a drain (or other method) to empty liquid. Containment must be of sufficient capacity (length/width/depth) to contain the total volume of any fluid released and accumulated liquids that the property being worked may contain until the collected material is removed. At a minimum, the containment system must be able to hold 150 percent of the volume of fluid currently in the containment system.

b. Spill Responsibility: The Purchaser is solely responsible for clean-up and disposal of all spills or leaks IAW 40 CFR Part 112 during the loading and or downsizing operations of this contract that occur because of, or are contributed to, by the actions of its agents, employees, or Sub-Purchasers, at no cost to the Government. Spill response will be performed by the Purchaser IAW host installation spill response procedures. The Purchaser shall have all necessary spill response kits, equipment and supplies pre-positioned in-case of spills that may occur during this operation. The Purchaser agrees that their personnel and equipment are subject to safety inspections by Government personnel while on Federal property.

c. The Purchaser shall remove and clean up any fluids, spills and waste generated during any loading and downsizing operations IAW Federal, State, and local regulations. The Purchaser is responsible to provide proper containers, labels, and any supplies required for labeling. The Purchaser shall containerize the fluids and related waste in UN approved, Department of Transportation (DOT) shippable containers. The Purchaser shall ensure the containers are authorized performance oriented package (POP), DOT compliant for hazardous waste being shipped. The Purchaser shall mark, label and palletize all containers IAW with all Federal, State and local regulations. Purchaser shall remove and dispose any full containers containing POLs and waste specifically generated by the loading and downsizing process at the Purchasers expense. Fluids or waste, including but not limited to POLs, antifreeze, fuel, spill response waste, may be collected in the same approved UN container.

Sale by Reference Articles and Paragraphs

Section 3: General Terms and Conditions

1. This is not a service contract administered in accordance with the Federal Acquisition Regulations (FAR). This is a contract for the sale of scrap pursuant to provision in Title 40, US Code, Chapter 5 wherein the Purchaser is agreeing to conduct Demilitarization and mutilation of the property as a condition of sale.

The Government is not responsible for any indirect or inconsequential expenses related to performance under this contract. The measure of the Government's liability, in any case where liability of the Government to the Purchaser has been established, shall not exceed refund of such portion of the purchase price as the Government may have received. Purchaser may be required to attend special training, seminars, instructions, classes, safety orientations, etc., provided by the Government or to provide information to perform work or gain access to the site. Example: Pass and ID requirements, antiterrorist training, Environmental Management Systems (EMS) policies and/or equipment training.

2. The Agency has the discretion to determine the items to be sold to Purchaser regardless of Federal Supply Code or location. Purchaser has no right to any property that is not issued under the terms of this contract. The Agency reserves the right to sell property that otherwise could be issued under this contract through other offerings or contract means.

3. All property covered under this contract is being sold as is, where is, with no warranty or guarantee of use or salability expressed or implied. No request for adjustment in price for any item or rescission of the sale will be considered.

4. This is not a requirements contract requiring the delivery of all the Agency's excess and surplus generations of a particular type of property at a location. In this contract, the Agency is obligated to sell at least the estimated annual generation of the property offered for sale designated in the Item Description of the property within the terms of the Adjustment for Variation in Quantity or Weight clause (Sale by Reference (SBR) Part 4, Condition 5).

5. The future volume, quality, condition, market value, types (i.e., distribution of property referrals across Federal Supply Classes (FSCs)), and geographic concentrations (i.e., referrals for sale at delivery points) of the property cannot be predicted. Applicable statutes, regulations, policies and inter-service agreements govern whether the disposition of particular items of surplus is through the Agency or through other disposition methods. The volume and nature of the property referred for sale under this contract could be affected by such changes.

6. The items in this invitation for bid are offered for sale as is and where is in accordance with Condition 2, Part 2, Sale of Government Property General Sales Terms and Conditions, Defense Logistics Agency Disposition Services, Sale by Reference, incorporated by reference herein. The Government makes no warranty, expressed or implied, regarding information provided relating to the possible presence of potentially regulated material.

7. Purchasers should exercise caution incurring obligations based on an anticipated 36 month performance period as the 36 month period refers only to the amount of time the agency will have to meet its commitments to provide the estimated quantities of scrap to the Purchaser. It does not confer any right to receive scrap throughout the three year period; instead the Agency promises only to provide the estimated quantities subject to variations as authorized by SBR Part 4, Article 5 as adjusted by the terms of this auction.

8. Purchaser shall not be allowed to sell material at the Agency site. All sales of material must occur after removal from the Agency's site.

9. Purchaser may sub-contract with other entities to perform the special terms and conditions required for sorting, segregating and removal of scrap at Agency sites. All sub-contractors shall be approved by the government and shall comply with all terms and conditions of this IFB. Sub-contractors shall be vetted through the same process as the Purchaser as described throughout this IFB. Failure of sub-contractors to perform the special terms and conditions required under this sale are grounds for default and shall result in termination if not cured. The Purchaser's contract with the sub-contractor must include Sales by Reference, Part 5, Article C, subparagraphs a through c.

10. Purchaser shall not undertake the following activities without written permission from the SCO, which permission may be granted or withheld by the Agency in the exercise of its sole discretion:

(A) Enter into a partnership, joint venture or other arrangement where the purpose or effect is to engage indirectly in a transaction that would be prohibited by the provisions of this contract if undertaken by the Purchaser directly; or

(B) Enter into contracts or other arrangements that would assign all or substantially all responsibility for and control of performance of the contract to another party or parties, without the prior written approval of the Agency which shall consider such request in accordance with the Assignment of Claims Act of 1940, as

amended, 41 U.S.C. sec. 15, and the Government's best interest. In the event of any improper assignment without the written approval of the Agency, this contract shall be terminated at the option of the Government in the exercise of its sole discretion; or

(C) File a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under Title 11 of the United States Code (or corresponding provisions of future law) or any other Federal or state insolvency law; file an answer consenting to or acquiescing in any such petition; make any assignment for the benefit of Purchaser's creditors; or admit in writing Purchaser's inability to pay its debts as they mature, without the prior written consent of the Agency.

11. Any weight offered or described in in this auction was based on historical information from previous sales and are estimates only.

12. Purchaser acknowledges that during the performance of this contract, changes in Government processes, procedures, policies, regulations or laws could result in a large volume of material being turned in to the Agency that could ultimately be referred under this contract. The Agency and the Purchaser agree to cooperate and institute special procedures as necessary in connection with processing material surges. Any costs of the increased workload upon the Purchaser would not be at any additional costs to the Government.

13. Weighing will be completed and documented on DLA Form 1367 under the direction and supervision of the Government using one of the following methods to provide weight tickets:

a. Government owned certified scales located on Government installation. Purchaser's conveyance will be weighed empty upon entrance of the military installation and weighed with a full load upon exiting the military installation.

b. Certified scales not located on Government installation. Purchaser shall not be reimbursed for transportation costs associated with the weighing process, including the cost of transportation to and from the scale. The Purchaser is solely responsible for costs associated with the use of a public certified scale.

c. All weighing will be observed by both parties, recorded on a DLA Form 1367 (filled out by GOVERNMENT personnel) and signed by both parties prior to release.

14. Post-Award, Inspections, Audits, Investigations and Reconciliations:

a. The SCO or designated representative with or without notice will perform inspections on worksites, facilities, permits, licenses, financial and other business related documents at any time during the term of this contract.

b. External auditors may select to audit records and processes related to this IFB and/or resulting contracts.

c. Monthly reconciliations of removals, billing, payment, and performance measures will be conducted and results will be provided to the Purchaser by the SCO.

d. Purchaser agrees to cooperate fully with the Government when informed by the Agency of an ongoing investigation by any DOD or Federal Government investigation service or agency or during the Agency's Compliance Reviews or Audits. Purchaser agrees to provide the Agency with all requested information regarding material or information relating to the Purchaser's Buyers or sub-contractors. Purchaser shall make all sales records pertaining to such investigations available to the Agency at the earliest available opportunity but no later than three business days from the date of the request. Requests for information shall be provided in electronic format when possible. Purchaser personnel with knowledge of the particular subject matter shall be available to cooperate with any Government investigation.

15. Performance Measures Requirements and Reports

a. Quality Assurance Surveillance Plan (QASP)

b. Contract Performance Report (DLA 2533): The Agency will complete a DLA Form 2533 Contract Performance Report (CPR) and submit to the SCO for any issue in questions to receive resolution.

c. Report of Discrepancy (SF 364): Reports of Discrepancy (i.e. shipping, packaging etc.) will be initiated by the Purchaser for any questionable item. Purchaser shall complete SF 364 Report of Discrepancy (ROD) and submit it to the Agency personnel on site for any property or shipment in question to receive resolution. When resolved locally, the SF 364 will be completed and sent to the SCO. When resolution cannot be made locally, the property will be segregated and identified by the Report number. A copy of the SF364 will be stored with the property until final disposition has occurred. (See Addendum A0007891 for example forms)

16. Purchaser shall 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 Agency. Purchaser's Facility/worksites will be safe and free of hazards IAW Occupational

Safety & Health Administration (OSHA) standards. Purchaser shall provide appropriate Personal Protection Equipment (PPE) for their employees.

17. Purchaser shall also comply with all Host facility Safety, Environmental and Security requirements.

18. Purchaser shall comply with all Local, State and Federal Department of Transportation rules and regulations while transporting scrap materials on post and to its ultimate destination.

19. The Purchaser shall assume full responsibility and liability for compliance with all applicable Federal, State, local codes and DOD regulations pertaining to the health and safety of personnel and environmental management during the execution of loading and DEMIL/MUT operations. All work shall be completed and performed IAW the best practices of the trade and in compliance with all- applicable Federal, State, local codes and DOD regulations.

20. Environmental and Human Safety Notice:

a. It is the responsibility the purchaser to ensure that the ultimate end use of the property is performed in an environmentally compliant manner. As such, prior to the award of any hazardous item, each high bidder's premises and/or the intended disposal facility may be subject to an on-site inspection by a government representative. All offerors 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.

21. The Purchaser will be required to submit a completed and signed DLA Form 2536 Statement of Intent (SOI) Completed (Parts 1-6).

a. The Purchaser will identify all property destination(s) in Section 2 of the SOI including those destinations that will be receiving removed POLs or other material from the draining or DEMIL/MUT operations.

b. Environmental Responsibility Determinations (ERDs) will be performed on all SOI destinations. ERDs take up to 10 business days and if negative findings are not resolved by the Government, the Purchaser will not be authorized to use the proposed destination.

c. At any time during the performance period of the contract where an alternative destination not listed in the SOI would be required, the will provide an updated SOI for an ERD to be performed on the proposed destination prior to use.

22. Resource Conservation and Recovery Act:

a. This material may ultimately be subject to EPA Hazardous Waste Regulations, 40 CFR Part 260 et seq. Civil and criminal penalties are available for noncompliance. Purchaser is cautioned that they are solely responsible to ascertain the extent to which these regulations affect it and to comply therewith.

23. Environmental Responsibility Determination:

a. The Environmental Support Branch of Disposition Services may conduct an Environmental Responsibility Determination (ERD) on sale destinations to verify if the Department of Defense (DOD) purchased property will be managed in accordance with the Invitation for Bid, Statement of Intend, Federal, State, and local regulations. An ERD will be performed on all sales associated with Hazardous Material, scrap, range residue, and DEMIL or Mutilation as a condition of sale. The ERD process will minimize government Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) liability by evaluating and documenting a sales destination's regulatory compliance and environmental responsibility. The Sales Contracting Officer will award the sale if the ERD outcome from the Environmental Support Branch is "Recommend."

24. Pollution Prevention and Right-to-Know Information Definitions. As used in this clause

a. Priority chemical means a chemical identified by the interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

b. Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65. Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

c. The Purchaser shall provide all information needed by the Federal facility to comply with the following:

1. The emergency planning reporting requirements of Section 302 of EPCRA.

2. The emergency notice requirements of Section 304 of EPCRA

3. The list of Safety Data Sheets required by Section 311 of EPCRA

4. The emergency and hazardous chemical inventory forms of Section 312 of EPCRA
5. The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA
6. The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Section 502 and 503 of Executive Order 13148.

25. Compliance with Export Control Regulations

a. Bureau of Industry and Security (BIS)

i. The Bureau of Industry and Security (BIS) advances U.S. national security, foreign policy, and economic objectives by ensuring an effective export control and treaty compliance system, and by promoting continued U.S. leadership in strategic technologies. BIS accomplishes its mission by maintaining and strengthening adaptable, efficient, effective export controls and treaty compliance systems, along with active leadership and involvement in international export control regimes. If required, on Destination Control Statement BIS form 711 (All exports of CCL not designated as EAR99, unless export is made under License Exception BAG or GFT. the minimum BIS statement is as follows: "These items are controlled by the U.S Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from U.S government or as otherwise authorized by U.S law and regulations." <https://www.commerce.gov/bureaus-and-offices/bis>

ii. U.S. Export Administration Regulations

1. Links to important EAR information for exporters.

<https://www.state.gov/strategictrade/resources/c43182.htm>

2. U.S. Department of Commerce, Bureau of Industry and Security <https://www.commerce.gov/>

3. Bureau of Industry and Security Mission: Advance U.S. national security, foreign policy, and economic objectives by ensuring an effective export control and treaty compliance system and promoting continued U.S. strategic technology leadership. <https://www.bis.doc.gov/>

26. Disposition and Use of Property:

a. The Purchaser represents and warrants that the ultimate destination use, and disposition of the property will be IAW with the terms and conditions of section 2 paragraph 1 and shall be in accordance with the End Use Certificate (EUC) DLA Form 1822 submitted and approved by the SCO.

b. When property is annotated "Cat II" in the item description, changes to the Bidder's EUC will require the prior written approval of the SCO.

c. The Purchaser further agrees to notify in writing any and all subsequent Purchasers or Receivers of this property regarding the provisions of this article and of the Bidder's EUC relative to the authorized destination; the requirement for approval by the SCO of any change of such destination prior to exportation thereto; the specific United States restrictions on exports and re-exports directly and indirectly to denied areas or other prohibited destinations that may have been specified in this contract; the documentation (e.g., IC/DV documents, lading certificates, answers to follow-up requests) that may be required; and the United States sanctions against violators. Subsequent Purchasers and Receivers must also agree to make similar notification to its Purchasers and Receivers. Any unauthorized disposition of the property shall be the responsibility of such sub- Purchaser or sub-receiver and, where at fault, of the original Purchaser from the United States.

d. When property purchased under a single contract is intended for more than one destination, the Purchaser agrees to submit, with the End-Use Certificate, a listing of those items specifying quantities intended for each destination and consignee. The Purchaser further agrees to furnish the listing referred to herein with each request for approval of a change in destination.

e. Whenever requested by the SCO to furnish information regarding the actual disposition made of the property awarded to the Purchaser, the Purchaser agrees to furnish the requested information within 30 calendar days after the date of the request.

f. On those items requiring resale approval, the Purchaser agrees to maintain detailed records of their disposition and to provide such records to the SCO whenever so requested.

g. The Trade Security Control actions required by paragraphs (a) through (c) of this article will be applied to all items included in the original sale. Resale breakdowns of such sales will still be subject to the same control requirements applicable to the original sale.

27. The Government does not imply that the scrap residue offered is marketable, eligible for resale, or permitted for export to other countries.

a. Chapter 39 of Title 22, United States Code (U.S.C.), also known as "The Arms and Export Control Act".

b. Parts 120 through 130 of Title 22, Code of Federal Regulations (CFR), also known as the International Traffic in Arms Regulations (ITAR).

c. Parts 730 through 774 of Title 15, CFR, also known as the Export Administration Regulations (EAR)"

d. This is not a sale by sample. The Purchaser shall not reject property issued under the terms of this contract, unless an item is outside the scope of the contract. The GOVERNMENT is the sole authority of determining condition code and determining whether property is considered scrap under its property regulations and thus eligible for referral under this contract. Purchaser's opinion on whether the property is able to clear customs, sell or market, or the availability of customers for items have no bearing on whether the Government considers the property scrap. No changes, modifications, or reductions of price will be applied. Under no circumstances is culling for effecting partial or incremental removals authorized.

28. Classified Material: Performance of this contract neither requires nor authorizes the Purchaser to handle classified property or documents. Should Purchaser's employees handle actual or suspected classified property or documents, the Purchaser shall immediately secure the documents or property from both physical loss and compromise and immediately notify the Agency's Site Lead and the SCO of the discovery. The Purchaser shall submit a SF364 ROD as outlined below. The Agency will arrange for pick up and removal of such material. Under no circumstances shall the Purchaser release the property or documents to anyone other than designated personnel. If the contents of said documents or property are at a level that requires debriefing, the Purchaser's personnel shall be made available to the proper Government authorities for this action.

29. Material Potentially Presenting an Explosive Hazard (MPPEH): Performance of this contract does not require nor authorize the Purchaser to handle MPPEH. Despite all best efforts by the Government, MPPEH may be discovered; the Purchaser shall immediately take the necessary action for protection of personnel and property. This shall include the evacuation and security of the immediate area. The Purchaser shall not attempt to handle or move the suspected property until a technically qualified trained Government representative investigates the incident. The Purchaser shall notify the Agency's Site Lead and the SCO of the discovery immediately and submit a SF364 ROD outlined below. The Agency will arrange for pick up and removal of such material.

30. Radioactive Property: Performance of this contract does not require nor authorize the Purchaser to handle radioactive property. Despite all best efforts by the Government, should property activate a radiation detector alarm; the Purchaser shall immediately take the necessary action for protection of personnel and property. This shall include the evacuation and security of the immediate area. The Purchaser shall not attempt to handle or move the suspected property until a technically qualified trained Government representative investigates the incident. The Purchaser shall notify the Agency's Site Lead and the SCO of the discovery immediately and submit a SF364 RO outlined below. The Agency will arrange for pick up and removal of such material.

31. Billing and Payment Information:

a. Billing Cycle runs on or about the 24th of each month at 11:59 pm EST.

b. Types of acceptable payments.

i. All payments, including those for storage charges, liquidated damages and interest will be in U.S. currently. Acceptable payments may be made by cashier's check, certified check, travelers check, bank draft, money order or credit card (Master Card, Visa, Discover Card, and/or American Express). Make checks payable to the U.S. Treasury. When a credit card is used as payment, the credit card number and the name as printed on the credit card as well as the expiration date will be provided. All credit card transaction are limited to \$24,999.99. Credit card transactions greater than \$24,999.99 may not be split into two or more 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.

32. How to submit Payment:

a. All Payments should be addressed and mailed or delivered to:

DLA Disposition Services

ATTN: Cashier

74 N. Washington St.

Battle Creek, MI 49037

b. Credit Card payments may be faxed to: (269) 961-7230.

c. Credit Card payments within the United States can be made using the web site at:

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

- d. Should you need to make a payment for less than \$1.00, you cannot utilize the web site credit card payment method. You will need to complete the manual credit card form and fax it to (269) 961-7230.
- e. NOTE: It is recommended to send payment confirmation to SCO when submitting payment to DFAS.

33. Consequences of late or short payments

- a. If full payment is not received within 30 days of the bill, interest will be charged on the unpaid portion at the rate established by the U.S. Treasury from the date of the bill in accordance with Section 3717 Title 31 of the U.S. Code. After 30 days from the bill date, we will collect from the pre-payment taking offset action against any of your unpaid invoices. If the debt is forwarded to the Debt Management Office, Contract Pay Services, Columbus, Ohio; you will be assessed an administrative fee of \$26 to cover costs specifically associated with the administration and collection of payments over 30 days delinquent.
- b. If full payment is not received within 90 days from the date of the bill, we will transfer the debt to the Debt Management Office for collection and an additional administrative charge of \$50 will be assessed. They will continue the collection process and if unsuccessful, will transfer the delinquent debt to the Department of Treasury for further collection. As a result of this transfer, the following actions may be taken:
 - c. The debt will be subject to the Department of Treasury offset from Federal payments due (you or your company, as applicable). A fee for each offset made will be added to the debt as part of the administrative charge. Federal payments eligible for offsets include contract payments, Federal income tax refunds, and other payments not exempt.
 - d. The debt may be reported to a credit bureau.
 - e. The debt may be referred to a private collection agency. In such instance, a fee for collections made will be added to the debt as part of the administrative charge.
 - f. The debt may be referred to the Department of Justice for litigation. In such case, an administrative cost will be added to the debt.
 - g. You may inspect and/or request a copy of the records pertaining to this debt. If you believe the debt is invalid or the amount is incorrect, please contact us immediately. If you are financially unable to pay the full amount of the debt, you may request a written agreement to pay the debt in installments. Your request for an installment agreement should be in writing and supported by certified statements of income and financial position covering the last 12 months. The point of contact for this debt is the Sales Contracting Officer listed on your award document.

34. Disputes, Request for Equitable Adjustment (REA), and Claim Procedures:

- a. Separate all disputed property from the processing area into a segregated area until the dispute is resolved. Attach a SF 364 Report of Discrepancy (ROD) to the disputed property and submit a copy to the SCO for resolution.
- b. Contract Disputes Act of 1978, 48 CFR 52.233-1 Disputes (May 2014)
 - i. This contract is subject to 41 U.S.C chapter 71, Contract Disputes.
 - ii. Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.
 - iii. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Purchaser seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
 - iv. A claim by the Purchaser shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Purchaser shall be subject to a written decision by the Contracting Officer.
 - v. The Purchaser shall provide the certification specified in paragraph (3) of this clause when submitting any claim exceeding \$100,000.
 - vi. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - vii. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Purchaser believes the Government is liable; and that I am authorized to certify the claim on behalf of the Purchaser."

- viii. The certification may be executed by any person authorized to bind the Purchaser with respect to the claim.
- ix. For Purchaser claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Purchaser, render a decision within 60 days of the request. For Purchaser -certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Purchaser of the date by which the decision will be made.
- x. The Contracting Officer's decision shall be final unless the Purchaser appeals or files a suit as provided in 41 U.S.C chapter 71.
- xi. If the claim by the Purchaser is submitted to the Contracting Officer or a claim by the Government is presented to the Purchaser, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Purchaser refuses an offer for ADR, the Purchaser shall inform the Contracting Officer, in writing, of the Purchaser's specific reasons for rejecting the offer.
- xii. The Government will pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each six-month period as fixed by the Treasury Secretary during the pendency of the claim.
- xiii. The Purchaser shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

35. Entire Agreement; Modification: This contract, and the materials incorporated herein by reference, constitute the entire agreement between the parties regarding the matters contained in this contract. If there is any inconsistency between the terms of this contract and those of any Appendix, Schedule or Exhibit, the terms of this contract shall govern. There are no promises or other agreements, oral or written, express or implied, between the parties other than as set forth in this contract. No change or modification of, or waiver or compromise under, this contract shall be valid unless it is in writing and signed by a duly authorized representative of the party against which it is to be enforced. Purchaser understands and agrees to submit a written request for contract modification to the SCO prior to effecting any change whether occurring before or after the release of the material. Purchaser further agrees not to effect such changes without first receiving the written approval of the SCO.

36. Sales By Reference Articles and Paragraphs:

a. Sale by Reference Articles and Paragraphs: The following general information, instruction and special conditions of sales contained in the Agency pamphlet entitled the "Sale 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 IFB/Auction and any contract resulting from acceptance of a bid submitted pursuant to this IFB/auction as fully as though such instructions, terms and conditions had been specifically set forth herein:

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

1. Paragraph 4 is amended to "(DLA Form 2541)"
2. Paragraph 8
3. Paragraph 12

ii. SALE BY REFERENCE PART 2: Sale of Government Property General Sale Terms and Conditions: All conditions apply except:

1. Paragraph 7
2. Paragraph 12
3. Paragraph 28
4. Paragraph 33 DISPUTES is amended to "Any contract awarded as a result of this sale is subject to the Contract Disputes Act 1978 (41 U.S.C. 7101-7109)".

iii. SALE BY REFERENCE PART 3: Sale of Government Property Special Sealed Bid Conditions: All conditions apply!

iv. SALE BY REFERENCE PART 4: Sale of Government Property Special Sealed - Term Conditions: All conditions apply except:

1. Paragraph 6 TERMINATION is amended to: "Unless otherwise provided in the Sale, 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."

v. SALE BY REFERENCE PART 5: Additional Special Circumstance Conditions - Miscellaneous: All conditions apply

except:

1. Article A
2. Article G
3. ARTICLE D: Liability and insurance paragraph (2) is amended to: "Bodily Injury Insurance in an amount of not less than \$100,000 any one person and \$500,000 any one accident or occurrence."
4. ARTICLE D: Liability and insurance paragraph (3) is amended to: "Property Damage Liability Insurance in the amount of \$100,000 (which shall include any and all property whether or not in the care, custody or control of the Purchaser)."
- vi. SALE BY REFERENCE PART 6: Additional Special Circumstance Conditions - Demilitarization and Mutilation: All conditions apply except:
 1. Article I
- vii. SALE BY REFERENCE PART 7: Additional Special Circumstance Conditions - Hazardous and Dangerous Property: All conditions apply!
- viii. SALE BY REFERENCE PART 8: Additional Special Circumstance Conditions - Foreign Excess Personal Property: Does not apply!
- ix. SALE BY REFERENCE PART 9: Special Spot Bid Conditions of Sale of Government Property: Does not apply!
- x. SALE BY REFERENCE PART 10: Sale of Government Property Special Auction Conditions: Does not apply!

Section 4: Bidding, Award and Definitions

1. Bidding Process:

a. The Purchaser's bid shall consist of an amount per pound specified in U.S. currency. Prospective bidders should be aware of certain risk factors that could affect a bidder's assessment of this contract and the calculations supporting the resulting bid. Under no circumstances is the Agency or the Government responsible for any assumptions, planning factors, or decisions the Purchaser made related to determining their high bid. This is a firm fixed price contract where the bid price is expressed in US currency specified by the bidder, per pound. The Government expects the Purchaser to perform all the requirements under this contract at the bid price submitted by the Purchaser. At no time shall the Government pay the Purchaser to take material offered. There shall be no reimbursement to the Purchaser under this contract except for the limited circumstances related to reimbursement of actual expenses incurred for return of property directed by the Government. The Government is not responsible for any indirect, inconsequential, or completeness (through assumption of sales value, act or omission of factors) of expenses related to performance under this contract. The measure of the Government's liability, in any case where liability of the Government to the Purchaser has been established, shall not exceed refund of such portion of the purchase price as the Government may have received.

2. How to Bid:

- a. If you have questions or need assistance contact the SCO.
- b. Bidders shall use the SF114 and SF114A documents provided in this IFB's Addendum to submit bid. Bidder shall enter bid as price per pound not to exceed five decimal places (example 0.01005). Minimum bid is .01000 per pound. Multiply your bid price by the quantity specified for extended bid amount.

3. Where to Send Bid:

- a. Do not email bids or call in bids directly to the SCO.
- b. Bids may be submitted via:
 - i. E-Sales website located at: <https://www.sales.dla.mil>
 - ii. Email Bids to DRMSALESBIDS@DLA.MIL (include auction Number)
 - iii. FAX bids to 269-961-7568 (include auction Number)
 - iv. Hand Carried by Bidder.
 - v. United States Postal Service,
 - vi. Express Carriers (FEDEX, UPS, DHL, or other courier services),
 - vii. The hand-carried or delivered bids shall be addressed to:
DLA Disposition Services
ATTN: Bid Room A0007891
74 N. Washington Avenue
Battle Creek, MI 49037

4. Technical Issues with the E-sales website:

Call 1-877-DLA-CALL (1-877-352-2255).

5. When to send Bid:

a. Bids must be in the possession of the Agency's Public Sales Contracting Division by the bid opening date and time specified in the auction. If the bid is not submitted on time, it shall be considered non-responsive.

6. How to modify/cancel bid:

a. In addition to SBR Part 3, Articles B and C, by submitting a new bid in the same manner as the previous bid. Separately, without disclosing bid amounts, notify the SCO of the modification. To cancel a bid submit a zero bid in the same manner as the original bid. Notify the SCO of the bid cancellation (specify date, time and method of bid submission).

7. Bid Evaluation:

a. A responsive bidder is one that has complied with all instructions for properly submitting a bid. A responsible bidder is one that is able to pass the vetting process and is determined through the screening process to be an eligible transferee. The Government reserves the right to reject any bids that are not in the best interest of the Government.

b. Bidder must not be an ineligible transferee, which is defined as individuals, entities, or countries:

a. Excluded from Federal programs by the General Services Administration as identified in the System for Award Management at <https://www.sam.gov/portal/public/SAM/>.

b. Subject to denial, suspension, debarment, or other sanctions pursuant to export control and related laws, regulations, or orders administered by the DOS, DOC, DHS, or USTD. The DOS, DOC, DHS, and USTD name these entities, individuals, and countries in the Federal Register and at the following websites:

1. DOS DDTC Debarred Parties Website at http://www.pmdtcc.state.gov/compliance/debar_intro.html;

2. DOS DDTC Embargoed Countries Website http://www.pmdtcc.state.gov/embargoed_countries/index.html

3. DOC Denied Persons List Website at <http://www.bis.doc.gov/dpl/thedeniallist.asp> and DOC Unverified List Website at http://www.bis.doc.gov/enforcement/unverifiedlist/unverified_parties.html

4. USTD Specially Designated Nationals List Website at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

Which includes designated narcotics traffickers and designated terrorists, USTD Sanctions Program Website at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

8. Bidding Criteria:

a. Award(s) for any material will be based on the highest priced, responsive, responsible bidder, whose bid is the most advantageous to the U.S. Government (GOVERNMENT), considering overall cost to the GOVERNMENT, location, available resources, and other financial factors, as determined by the GOVERNMENT. Submitting the highest bid price (a.k.a. highest bidder) does not convey any special right nor does it imply that the Purchaser shall be the primary removal company or exclusively allowed to remove throughout the term of this contract.

b. The Government reserves the right to reject any bids.

c. Prior to the award of a contract, the SCO or his authorized representative shall determine whether the potential Purchaser has the necessary permits/licenses, experience, organization, and technical qualifications to perform the work specified in this contract and is capable of complying with the applicable Federal, State and local laws, ordinances and regulations.

9. Contract start up time frame is as follow:

a. Once notified that you are the potential high bidder, you will have three (3) working days to:

i. Complete and return End Use Certificate (EUC) DLA Form 1822 to the SCO. (SCO will provide these forms at notification);

ii. Complete and return Statement of Intent (SOI) DLA Form 2536 to the SCO. (SCO will provide these forms at notification);

iii. Provide DEMIL/MUT certifier appointment letters to the SCO.

iv. Submit your pre-payment amount due. A pre-payment of 20% of the estimated total price for one year's removal of property will be required at successful completion of pre-award process.

b. Once pre-payment, and certifier letter(s) are received and confirmed by the SCO; and all other vetting has been completed, the official signed Notice of Award DLA Form 2541 will be sent to the Purchaser. At this time property is authorized for release. Purchaser shall have 30 days from this official notification to become fully mission capable.

c. The Government will conduct a post-award conference with in 14 calendar days after award. The purpose of the conference is to ensure the Purchaser fully understands the terms and conditions of this contract. The Agency will determine the location and date of the conference. The Purchaser without reimbursement by the Agency, shall pay all costs incurred by Purchaser personnel attending the post award conference.

Definitions

1. CAT II Property- The term "CAT II" appearing under sale item number denotes that the resale, transfer, export or other disposition of the item, except as stated in the successful bidder END-USE Certificate will require prior written approval of the Sales Contracting Officer. Guns and Armament: DEMIL code D/ Items SHALL be destroyed by cutting, burning, breaking, crushing etc., as appropriate to preclude restoration for further use as an item or for identification and association of related parts. It is preferable to DEMIL all items to the level of scrap.
2. Certifier - A DOD contracted person or a Government employee who actually performed or witnessed the DEMIL or MUT, and is present at inventory, Kind and Count.
3. DEMIL Manual- Defense Demilitarization Manual DODM 4160.28 volumes 1-3.
4. Demilitarize (DEMIL) - The act of eliminating the functional capabilities and inherent military design features from DOD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, crushing, shredding, melting, burning, etc. DEMIL is required to prevent property from being used for its originally intended purpose and to prevent the release of inherent design information that could be used against the United States. DEMIL applies to DOD personal property in both serviceable and unserviceable condition.
5. Demilitarization Code- A code assigned to an item by the Federal item manager to identify the required demilitarization. General DEMIL Code Descriptions:
 - a. A- Items subject to the Export Administration Regulations (EAR) in parts 730-774 of Title 15, Code of Federal Regulations (CFR) (CCLI or EAR99) and determined by the DOD to present a low risk when released out of DOD control. No DEMIL, MUT, or end use certificate is required. May require an export license from DOC.
 - b. B- United States Munitions List (USML) Items Mutilation (MUT) to the point of scrap required worldwide.
 - c. C- USML or CCL Military Items DEMIL required. Remove or demilitarize installed key point(s) items as DEMIL code D
 - d. D- USML or CCL Military Items DEMIL required. Destroy item and components to prevent restoration or repair to a usable condition.
 - e. E- DOD DEMIL Program Office reserves this code for its exclusive-use only. DEMIL instructions must be furnished by the DOD DEMIL Program Office.
 - f. F- USML or CCL Military Items DEMIL required. Item managers, equipment specialists, or product specialists must furnish special DEMIL instructions.
 - g. G- USML or CCL Military Items DEMIL required ammunition and explosives (AE). This code applies to both unclassified and classified AE items.
 - h. P- USML Items DEMIL required. Security classified items.
 - i. Q- Commerce Control List Item (CCLI) MUT to the point of scrap required outside the United States. Inside the United States, MUT is required when the DEMIL integrity code (IC) is 3 and MUT is not required when the DEMIL IC is 6.
6. Dunnage- Loose materials placed around cargo to prevent shifting or damage while in transit. Materials may include, but limited to, padding, cardboard, wood, packaging, styrofoam, strapping, and paper.
7. Mutilation (Scrap Classification (SCL) MUT) - A process that renders material unfit for its originally intended purposes by cutting, tearing, scratching, crushing, breaking, punching, shearing, burning, neutralizing, etc. Required to have Certificate of DEMIL or MUT signed by certifier and verifier.
8. Scrap - Recyclable, waste, and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the items original identity, utility, form, fit, and function have been destroyed. Items classified as scrap can be processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable USML or CCL items, components, and parts are not scrap. In rare instances, even though there are no recognizable parts, items, or components, certain types of scrap materials may be listed on the USML or CCL (generally specific alloys).
9. Verifier - A technically qualified Government employee who witnessed the DEMIL/MUT of the material and inspected the residue. The individual who verifies the DEMIL/MUT should generally be at least in the next higher management or technical level to the initial certifying individual and will be a U.S. citizen, and is present at inventory, Kind and Count .

Approvals