

# **Invitation for Bid**

Term Sale Sealed Bid

Sale Number 39-3606

# Afghanistan Metallic and Non-Metallic Scrap

# **Bid Opening Date and Time**

October 22, 2013; 5:30 PM Afghanistan Time 9:00 AM USA Eastern Standard Time

Inspection Period: None Article B15 addresses pre-payment deposit requirements. Department of Defense DLA Disposition Services National Sales Office

> Invitation For Bid Sale Number **39-3606**

# Bid Opening Date October 22, 2013; 5:30 PM Afghanistan Time 9:00 AM USA Eastern Standard Time Battle Creek, Michigan USA

Bids will be accepted until opening date and time set for Bid opening. Bids and all required documentation received after the bid opening date of October 22, 2013 at 5:30 PM Afghanistan Standard Time may be determined late and not considered.

The bid acceptance period must be at least 10 days from the bid opening or the bid will be considered nonresponsive.

Mail bids to:
SCO, DLA DIsposition Services
Bid Room, National Sales Office
74 Washington Ave. N
Battle Creek, MI 49037-3092 USA
Or
Fax bids to: U.S.A.
(269)-961-7568 or
or
Email scanned bids to:
drmssalesbids@dla.mil
Sales Contracting Officer (SCO) for this sale is: Ronald R. Williams
USA Office Hours: 7:30 a.m. to 3:30 p.m. EST Monday - Friday

## Payments

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

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

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

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# **Property Location Index**

VARIOUS LOCATIONS IN AFGHANISTAN AS DIRECTED BY THE SALES CONTRACTING OFFICER. INDIVIDUAL AWARDEES WILL BE ASSIGNED TO REMOVE FROM BAGRAM, LEATHERNECK, KANDAHAR, CAMP JOHN PRATT, AND FORWARD OPERATING BASES AND HUB BASED DISPOSAL OPERATION (HBDO) SITES MANAGED AS REMOVAL LOCATIONS BY DLA DISPOSITION SERVICES. ITEMS 1 THRU 4

# **Item Description Index**

### Description

### **Item Number**



Above pictures of <u>Item 4-Deformed Brass</u>, are for reference purposes only. Pictures are representative of the nature of the property advertised in this Invitation for Bid (IFB). All property will be mutilated or demilitarized prior to release. This solicitation is for scrap property, property that has no value other than is basic material content.





Above pictures of <u>Item 2 Metallic/Non-Metallic Scrap Vehicles, and Vehicular Related and Item 3 Metallic/Non-Metallic Scrap Non-Vehicular Related</u>, are for reference purposes only. Pictures are representative of the nature of the property advertised in this IFB. All property will be mutilated or demilitarized prior to release. This solicitation is for scrap property, property that has no value other than its basic material content. See "List of Sale Items" in this IFB for more detail pertaining to each individual item.

# **Contract Periods**

ITEMS	CONTRACT	PERIODS			
1-4	.January	01,2014 -	December	31,	2014

Performance period will begin as soon as possible after award and pre-payment, if appropriate clearances are obtained, but no earlier than 01 January 2014. The U.S. Government reserves the right to extend the contract for up to two additional one-year periods, based on the needs of the U.S. Government.

The property listed herein has been determined to be foreign excess personal property as defined by the Federal Property and Administration Services Act of 1949, as amended.

# List of Sale Items

### ITEMS 1 THRU 4 ARE LOCATED AT FORWARD OPERATING BASES, DLA DISPOSITION SITES, AND OTHER LOCATIONS WITHIN AFGHANISTAN AS DESIGNATED BY THE SALES CONTRACTING OFFICER.

# **1.** Metallic/Non-Metallic Scrap with Required Demilitarization and/or Mutilation Performed by the Purchaser:

a. Item will not be in a usable or serviceable (Condition Code A) upon release.

Department of Defense (DOD)Foreign Excess Personal Property (FEPP) that may include but not be limited to: light and heavy steel, stainless steel, aluminum, irony aluminum, plastic, wood, high temperature alloys, fired steel, rubber, textiles, electronics, and others.

This scrap will originate from, but not be limited to: vehicles, armor, tires, rims, tank track with pads, road wheels, tires, vehicles/residue, vehicular parts, miscellaneous equipment, structural components, and glass, that may contain fiberglass, styrofoam, and plastics.

This scrap will typically include foreign matter that may include, but is not limited to dirt and miscellaneous debris. Dunnage is not included in foreign matter and is not part of the weight removal.

A Demilitarization Surveillance plan may be issued before any demil or mutilation by the purchaser is performed.

Bidders must submit an acceptable operational plan which clearly demonstrates the capability of safely removing and transporting the item, as well as meet the requirements to access United States Government (USG) facilities with minimal assistance. Bidders must also clearly communicate their plan to move large amounts of scrap on a daily basis.

#### SALES CONTRACT/BIDDING

This contract is a sales contract. The bidder will be purchasing scrap property from the United States Government. At no time will there be a payment by the USG to the bidder for services within this contract. The property removed by the bidder will be scrap property and in poor condition. The bidder will be required to remove all property in this item description regardless of condition. There will be absolutely no changes, modifications, adjustments, or negotiations concerning bid price after award.

#### MULTIPLE AWARDS

The U.S. Government intends to make multiple awards of this item in order to have sufficient capability to conduct ongoing removals without breaks in service to the USG in Afghanistan regardless of the contingencies that individual contractors may experience. Accordingly, the number of contracts awarded for this item is not pre-determined. The USG may award one or several contracts for this item and it may award to only the highest priced offer or it may award to every responsive, responsible bidder who submits a bid to the U.S. Government it determines to be reasonable. The U.S. Government's intent is to ensure it has sufficient number of contractors to perform in various situations and locations, while also ensuring it awards only to responsive, responsible bidders. Bids will be considered on all four items in the Invitation For Bid (IFB). This is an all or none contract, all four items are offered and will be awarded to the successful and responsive bidder, based on the operational plan and the bid prices.

#### BILLING

All billing for this item will be based on weight (pounds) and item bid price. The formula for billing is Total LB \* Bid Price per LB = total amount owed to USG by bidder. Billing is completed in monthly cycles, from the 26th of the month to the 25th. The bill for the previous month will be provided electronically within 10 days of the cycle completion. The bidder will have 30 days from the date the bill was prepared to pay the summary bill in full. Interest will be applied to all overdue payments. There is no pre-payment or overpayment allowed. All issues concerning the billing process, amounts, charges, and disputes are to be addressed directly with the Sales Contracting Officer for resolution. Failure to pay bill in full and in a timely manner will result in termination of the contract and possible debarment.

#### POINTS OF CONTACT

All issues, concerns and questions concerning this contract, billing, contract performance, terms/conditions will be directly addressed with the Sales Contracting Office (SCO) assigned to Afghanistan. Any oral or written statements by an unwarranted representative of the United States Government, changing or supplementing the terms of the contract or any condition thereof, is unauthorized and shall confer no rights upon the purchaser.

#### DEMILITARIZATION, MUTILATION AND CONDITION CODE

All scrap in this item will be demilitarization code A upon release. No scrap in this item will be condition code A upon release. It is the sole responsibility of the USG to determine whether the item is safe to remove and has met the prescribed demilitarization and mutiliation standards. The United States Government will determine the method and degree of demilitarization/mutilation, and can change the method and degree based on current regulations. The United States Government reserves the right to classify property as scrap based on its property characteristics.

#### OPERATIONAL PLAN

Bidder must submit an operational plan which shows the capability to accomplish the safe removal and transport of the scrap, as well as meet the requirements to access United States Government facilities with minimal assistance.

The Sales Contracting Officer will evaluate the operational plan to determine if the bidder is capable of performing all requirements of this contract. The factors in paragraph A through C below must be thoroughly addressed in a manner that demonstrates the bidder clearly understands the requirements and is fully capable of performing the contracts requirements in a timely manner. Failure to fully address the factors will likely render the bid non-responsive without further consideration for award. The Sales Contracting Officer will evaluate the operational plan and all supporting documentation of each bidder who addresses all three factors thoroughly.

#### A. Loading and Removal

Describe how property will be loaded and removed. Describe the number and type of employees and equipment, to include trucks and the ability to transfer the item into appropriate containers before removal. The bidder must demonstrate the capability to remove the item without U.S. Government assistance.

#### B. Security/Access

Bidders will describe their plan to legally access the U.S. Government facilities. Describe any security clearances already in place or a plan on how the bidder and employees will obtain proper security clearances to access U.S. Government facilities.

#### C. Safety

Describe personal safety equipment to be used by personnel performing transferring, loading, and transporting the item from the U.S. Government facilities.

#### LOGISTICS

The Purchaser will plan for all trucks, personnel, and safety equipment to make transfers and removals. The US Government may provide some assistance in loading the item into the purchaser's trucks when U.S. Government assistance and equipment is available. The Purchaser must have the capability to conduct the removals without any assistance. The US Government will not provide Common Access Cards (CAC) to anyone working on this contract. The Purchaser must have the ability to access the U.S. Government facilities with no assistance from the personnel at the removal site. This may include a Private Security Contractor (PSC) or other means. If available, the U.S. Government personnel may provide minimal assistance for security and access.

Purchaser will receive appropriate documentation upon removal for both scrap and contract validity. The U.S. Government retains no liability, responsibility, or culpability for the purchaser, purchaser's equipment, vehicles, or scrap upon departure from the US Government facilities.

All scrap must be promptly removed from the U.S. Government facility. No scrap removed from a U.S. Government facility may be transported to any other U.S. Government facility.

#### REMOVAL PRIORITY

The Unites States Government will designate which property will be removed and when. Failure to remove scrap in a timely and responsible manner is grounds for default for non-performance and termination of the contract.

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

It is the responsibility of the bidder to be in compliance with all local, state, federal, national, international laws, rules, statutes, and regulations that may apply to this activity. The USG will not be held responsible or liable for the bidder failing to be in compliance with any local, state, federal, national, international laws, statutes, rules, and regulations that may apply.

#### MINIMUM/MAXIMUM AMOUNTS

The estimated generation for this item is within the minimum and maximum amount advertised. The specific amounts are unknown as this is a sales contract for future generation of scrap. The generation for this item will fluctuate due to dependence on operational aspects of the worldwide USG mission. The bidder will receive more than the minimum and less than the maximum amounts of this item within the term of the contract.

DEMIL CODE A

Outside - Multiple Locations

#### ESTIMATED TOTAL GENERATION MINIMUM QUANTITY 40,000 POUNDS MAXIMUM QUANTITY 15,000,000 POUNDS

THE FOLLOWING ARTICLES APPLY: Part 06-D: Change in Contract Requirements. PART 07-Y: Government's Right to Make Contingent Awards. PART 08-A: Taxes and Duties. PART 08-B: Importation Restrictions. PART 08-C: Compliance with Laws, Restrictions, Limitations, Obtaining of Licenses, Etc. PART 08-E: Representation of Non-Collusion. PART 08-F: Import Certificate and Delivery Verification (IC/DV). PART 08-G: Disposition and Use of Property. PART 08-J: Liability and Insurance. B15: Prepayment & Payments on Term Contracts. B27: Hold Harmless Conditions. KC: Illicit Acts. MD: Partial Removal. MM: Minimum and Maximum Ouantities. PC: Failure to Perform. PD: Failure to Remove. PE: Title PF: Termination.

SF: Safety

# 2. Metallic/Non-Metallic Scrap Vehicles and Vehicular Related with Required Demil and/or Mutilation Performed by the Government:

Department of Defense (DOD) Foreign Excess Personal Property (FEPP) that may include but not be limited to: light and heavy steel, stainless steel, aluminum, irony aluminum, plastic, wood, high temperature alloys, fired steel, rubber, textiles, electronics, and others.

This scrap will originate from, but not be limited to: vehicles, armor, tires, rims, tank track with pads, road wheels, tires, vehicles/residue, vehicular parts, miscellaneous equipment, structural components, and glass, containing fiberglass, styrofoam, and plastics.

This scrap will typically include foreign matter that may include, but not limited to, dirt and miscellaneous debris. Dunnage is not included in foreign matter and is not part of the weight removal.

#### SALES CONTRACT/BIDDING

This contract is a sales contract. The bidder will be purchasing scrap property from the United States Government. At no time will there be a payment by the USG to the bidder for services within this contract. The property removed by the bidder will be scrap property and in poor condition. The bidder will be required to remove all property in this item description regardless of condition. There will be absolutely no changes, modifications, adjustments, or negotiations concerning bid price after award.

#### MULTIPLE AWARDS

The U.S. Government intends to make multiple awards of this item in order to have sufficient capability to conduct ongoing removals without breaks in service to the USG in Afghanistan regardless of the contingencies that individual contractors may experience. Accordingly, the number of contracts awarded for this item is not pre-determined. The USG may award one or several contracts for this item and it may award to only the highest priced offer or it may award to every responsive, responsible bidder who submits a bid to the U.S. Government it determines to be reasonable. The U.S. Government's intent is to ensure it has sufficient number of contractors to perform in various situations and locations, while also ensuring it awards only to responsive, responsible bidders. This is an all or none contract, all four items are offered and will be awarded to the successful and responsive bidder, based on the operational plan and the bid prices.

#### BILLING

All billing for this item will be based on weight (pounds) and item bid price. The formula for billing is Total LB \* Bid Price per LB = total amount owed to USG by bidder. Billing is completed in monthly cycles, from the 26th of the month to the 25th. The bill for the previous month will be provided electronically within 10 days of the cycle completion. The bidder will have 30 days from the date the bill was prepared to Pay the summary bill in full. Interest will be applied to all overdue payments. There is no pre-payment or overpayment allowed. All issues concerning the billing process, amounts, charges, and disputes are to be addressed directly with the Sales Contracting Officer for resolution. Failure to pay bill in full and in a timely manner will result in termination of the contract and possible debarment.

#### POINTS OF CONTACT

All issues, concerns and questions concerning this contract, billing, contract performance, terms/conditions will be directly addressed with the Sales Contracting Office (SCO) assigned to Afghanistan. Any oral or written statements by an unwarranted representative of the United States Government, changing or supplementing the terms of the contract or any condition thereof, is unauthorized and shall confer no rights upon the purchaser.

#### DEMILITARIZATION, MUTILATION AND CONDITION CODE

All scrap in this item will be demilitarization code A upon release. No scrap in this item will be condition code A upon release. It is the sole responsibility of the USG to determine whether the item is safe to remove and has met the prescribed demilitarization and mutiliation standards. The purchaser will not be required to perform any demilitarization or mutilation. The United States Government will determine the method and degree of demilitarization/mutilation, and can change the method and degree based on current regulations. The United States Government reserves the right to classify property as scrap based on its property characteristics.

#### OPERATIONAL PLAN

Bibber must submit an operational plan which shows the capability to accomplish the safe removal and transport of the scrap, as well as meet the requirements to access United States Government facilities with minimal assistance.

The Sales Contracting Officer will evaluate the operational plan to determine if the bidder is capable of performing all requirements of this contract. The factors in paragraph A through C below must be thoroughly addressed in a manner that demonstrates the bidder clearly understands the requirements and is fully capable of performing the contracts requirements in a timely manner. Failure to fully address the factors will likely render the bid non-responsive without further consideration for award. The Sales Contracting Officer will evaluate the operational plan and all supporting documentation of each bidder who addresses all three factors thoroughly.

#### A. Loading and Removal

Describe how property will be loaded and removed. Describe the number and type of employees and equipment, to include trucks and the ability to transfer the item into appropriate containers before removal. The bidder must demonstrate the capability to remove the item without U.S. Government assistance.

B. <u>Security/Access</u> Bidders will describe their plan to legally access the U.S. Government facilities. Describe any security clearances already in place or a plan on how the bidder and employees will obtain proper security clearances to access U.S. Government facilities.

#### C. <u>Safety</u>

Describe personal safety equipment to be used by personnel performing transferring, loading, and transporting the item from the U.S. Government facilities.

#### LOGISTICS

The Purchaser will plan for all trucks, personnel, and safety equipment to make transfers and removals. The US Government may provide some assistance in loading the item into the purchaser's trucks when U.S. Government assistance and equipment is available. The Purchaser must have the capability to conduct the removals without any assistance.

The U.S. Government will not provide Common Access Cards (CAC) to anyone working on this contract. The Purchaser must have the ability to access the U.S. Government facilities with no assistance from the personnel at the removal site. This may include a Private Security Contractor (PSC) or other means. If available, the U.S. Government personnel may provide minimal assistance for security and access.

Purchaser will receive appropriate documentation upon removal for both scrap and contract validity. The U.S. Government retains no liability, responsibility, or culpability for the purchaser, purchaser's equipment, vehicles, or scrap upon departure from the US Government facilities.

All scrap must be promptly removed from the US Government facility. No scrap removed from a US Government facility may be transported to any other US Government facility.

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

It is the responsibility of the bidder to be in compliance with all local, state, federal, national, international laws, rules, statutes, and regulations that may apply to this activity. The USG will not be held responsible or liable for the bidder failing to be in compliance with any local, state, federal, national, international laws, statutes, rules, and regulations that may apply.

#### MINIMUM/MAXIMUM AMOUNTS

The estimated generation for this item is within the minimum and maximum amount advertised. The specific amounts are unknown as this is a sales contract for future generation of scrap. The generation for this item will fluctuate due to dependence on operational aspects of the worldwide USG mission. The bidder will receive more than the minimum and less than the maximum amounts of this item within the term of the contract.

DEMIL CODE A

Outside - Multiple Locations

#### ESTIMATED TOTAL GENERATION

MINIMUM QUANTITY 40,000 POUNDS MAXIMUM QUANTITY 150,000,000 POUNDS

#### THE FOLLOWING ARTICLES APPLY:

Part 06-D: Change in Contract Requirements. PART 07-Y: Government's Right to Make Contingent Awards. PART 08-A: Taxes and Duties. PART 08-B: Importation Restrictions. PART 08-C: Compliance with Laws, Restrictions, Limitations, Obtaining of Licenses, Etc. PART 08-E: Representation of Non-Collusion. PART 08-F: Import Certificate and Delivery Verification (IC/DV). PART 08-G: Disposition and Use of Property. PART 08-J: Liability and Insurance. B15: Prepayment & Payments on Term Contracts. B27: Hold Harmless Conditions. KC: Illicit Acts. MD: Partial Removal. MM: Minimum and Maximum Quantities. PC: Failure to Perform. PD: Failure to Remove. PE: Title. PF: Termination. SF: Safety

#### 3. Metallic/Non-Metallic Scrap Non-Vehicular Related With Required Demilitarization and/or Mutilation Performed by the Government:

Department of Defense (DOD)Foreign Excess Personal Property (FEPP) that may include but not be limited to: light and heavy steel, stainless steel, aluminum, irony aluminum, plastic, wood, high temperature alloys, fired steel, rubber, textiles, electronics, and others.

This scrap will typically include foreign matter that may include, but not limited to, dirt and miscellaneous debris. Dunnage is not included in foreign matter and is not part of the weight removal.

#### SALES CONTRACT/BIDDING

This contract is a sales contract. The bidder will be purchasing scrap property from the United States Government. At no time will there be a payment by the USG to the bidder for services within this contract. The property removed by the bidder will be scrap property and in poor condition. The bidder will be required to remove all property in this item description regardless of condition. There will be absolutely no changes, modifications, adjustments, or negotiations concerning bid price after award.

#### MULTIPLE AWARDS

The U.S. Government intends to make multiple awards of this item in order to have sufficient capability to conduct ongoing removals without breaks in service to the USG in Afghanistan regardless of the contingencies that individual contractors may experience. Accordingly, the number of contracts awarded for this item is not pre-determined. The USG may award one or several contracts for this item and it may award to only the highest priced offer or it may award to every responsive, responsible bidder who submits a bid to the U.S. Government it determines to be reasonable. The U.S. Government's intent is to ensure it has sufficient number of contractors to perform in various situations and locations, while also ensuring it awards only to responsive, responsible bidders. This is an all or none contract, all four items are offered and will be awarded to the successful and responsive bidder, based on the operational plan and the bid prices.

#### BILLING

All billing for this item will be based on weight (pounds) and item bid price. The formula for billing is Total LB \* Bid Price per LB = total amount owed to USG by bidder. Billing is completed in monthly cycles, from the 26th of the month to the 25th. The bill for the previous month will be provided electronically within 10 days of the cycle completion. The bidder will have 30 days from the date the bill was prepared to pay the summary bill in full.

Interest will be applied to all overdue payments. There is no pre-payment or overpayment allowed. All issues concerning the billing process, amounts, charges, and disputes are to be addressed directly with the Sales Contracting Officer for resolution. Failure to pay bill in full and in a timely manner will result in termination of the contract and possible debarment.

#### POINTS OF CONTACT

All issues, concerns and questions concerning this contract, billing, contract performance, terms/conditions will be directly addressed with the Sales Contracting Office (SCO) assigned to Afghanistan. Any oral or written statements by an unwarranted representative of the United States Government, changing or supplementing the terms of the contract or any condition thereof, is unauthorized and shall confer no rights upon the purchaser.

#### DEMILITARIZATION, MUTILATION AND CONDITION CODE

All scrap in this item will be demilitarization code A upon release. No scrap in this item will be condition code A upon release. It is the sole responsibility of the USG to determine whether the item is safe to remove and has met the prescribed demilitarization and mutiliation standards. The purchaser will not be required to perform any demilitarization or mutilation. The United States Government will determine the method and degree of mutilation, and can change the method and degree based on current regulations. The United States Government reserves the right to classify property as scrap based on its property characteristics.

#### OPERATIONAL PLAN

Bibber must submit an operational plan which shows the capability to accomplish the safe removal and transport of the scrap, as well as meet the requirements to access United States Government facilities with minimal assistance.

The Sales Contracting Officer will evaluate the operational plan to determine if the bidder is capable of performing all requirements of this contract. The factors in paragraph A through C below must be thoroughly addressed in a manner that demonstrates the bidder clearly understands the requirements and is fully capable of performing the contracts requirements in a timely manner. Failure to fully address the factors will likely render the bid non-responsive without further consideration for award. The Sales Contracting Officer will evaluate the operational plan and all supporting documentation of each bidder who addresses all three factors thoroughly.

#### A. Loading and Removal

Describe how property will be loaded and removed. Describe the number and type of employees and equipment, to include trucks and the ability to transfer the item into appropriate containers before removal. The bidder must demonstrate the capability to remove the item without US Government assistance.

B. Security/Access Bidders will describe their plan to legally access the U.S. will obtain proper security clearances to access U.S. Government facilities. Describe any security clearances already in place or a plan on how the bidder and employees will obtain proper security clearances to access U.S. Government facilities.

C. Safety

Describe personal safety equipment to be used by personnel performing transferring, loading, and transporting the item from the U.S. Government facilities

#### LOGISTICS

The Purchaser will plan for all trucks, personnel, and safety equipment to make transfers and removals. The U.S. Government may provide some assistance in loading the item into the purchaser's trucks when U.S. Government assistance and equipment is available. The Purchaser must have the capability to conduct the removals without any assistance.

The US Government will not provide Common Access Cards (CAC) to anyone working on this contract. The Purchaser must have the ability to access the U.S. Government facilities with no assistance from the personnel at the removal site. This may include a Private Security Contractor (PSC) or other means. If available, the U.S. Government personnel may provide minimal assistance for security and access.

Purchaser will receive appropriate documentation upon removal for both scrap and contract validity. The US Government retains no liability, responsibility, or culpability for the purchaser, purchaser's equipment, vehicles, or scrap upon departure from the US Government facilities.

All scrap must be promptly removed from the US Government facility. No scrap removed from a US Government facility may be transported to any other US Government facility.

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

It is the responsibility of the bidder to be in compliance with all local, state, federal, national, international laws, rules, statutes, and regulations that may apply to this activity. The USG will not be held responsible or liable for the bidder failing to be in compliance with any local, state, federal, national, international laws, statutes, rules, and regulations that may apply.

#### MINIMUM/MAXIMUM AMOUNTS

The estimated generation for this item is within the minimum and maximum amount advertised. The specific amounts are unknown as this is a sales contract for future generation of scrap. The generation for this item will fluctuate due to dependence on operational aspects of the worldwide USG mission. The bidder will receive more than the minimum and less than the maximum amounts of this item within the term of the contract.

DEMIL CODE A

Outside - Multiple Locations

## ESTIMATED TOTAL GENERATION MINIMUM QUANTITY 40,000 POUNDS MAXIMUM QUANTITY 150,000,000 POUNDS

THE FOLLOWING ARTICLES APPLY:

- Part 06-D: Change in Contract Requirements.
- PART 07-Y: Government's Right to Make Contingent Awards.
- PART 08-A: Taxes and Duties.
- PART 08-B: Importation Restrictions.
- PART 08-C: Compliance with Laws, Restrictions, Limitations,
- Obtaining of Licenses, Etc.
- PART 08-E: Representation of Non-Collusion.
- PART 08-F: Import Certificate and Delivery Verification (IC/DV).
- PART 08-G: Disposition and Use of Property.
- PART 08-J: Liability and Insurance.
- B15: Prepayment & Payments on Term Contracts.
- B27: Hold Harmless Conditions.
- KC: Illicit Acts.
- MD: Partial Removal.
- MM: Minimum and Maximum Quantities.
- PC: Failure to Perform.
- PD: Failure to Remove.
- PE: Title.
- PF: Termination
- SF: Safety

#### 4. Deformed Brass Scrap:

a. Item will not be in a usable or serviceable condition upon release. Deformed, mutilated and/or incinerated brass scrap. This item will include steel cases, steel links, lead, and metallic and non-metallic foreign attachments. Item does not include containers. Purchaser must provide containers for removal and safe transport. Incinerated brass scrap may contain up to 40 percent of non-brass metals and foreign attachments. It is impossible to determine the ratio of incinerated brass against deformed brass scrap as the contract is based on future generations of scrap materials.

Bidders must submit an acceptable operational plan which clearly demonstrates the capability of safely removing and transporting the item, as well as meet the requirements to access the United States Government (USG) facilities with minimal assistance.

#### SALES CONTRACT/BIDDING

This contract is a sales contract. The bidder will be purchasing scrap property from the United States Government (USG). At no time will there be a payment by the USG to the bidder for services within this contract. The property removed by the bidder will be scrap property and in poor condition. The bidder will be required to remove all property in this item description regardless of condition. There will be absolutely no changes, modifications, adjustments, or negotiations concerning bid price after award.

#### Invitation for Bid

#### MULTIPLE AWARDS

The U.S. Government intends to make multiple awards of this item in order to have sufficient capability to conduct ongoing removals without breaks in service to the USG in Afghanistan regardless of the contingencies that individual contractors may experience. Accordingly, the number of contracts awarded for this item is not pre-determined. The USG may award one or several contracts for this item and it may award to only the highest priced offer or it may award to every responsive, responsible bidder who submits a bid to the U.S. Government it determines to be reasonable. The U.S. Government's intent is to ensure it has sufficient number of contractors to perform in various situations and locations, while also ensuring it awards only to responsive, responsible bidders. This is an all or none contract, all four items are offered and will be awarded to the successful and responsive bidder, based on the operational plan and the bid prices.

#### BILLING

All billing for this item will be based on weight (pounds) and item bid price. The formula for billing is Total LB \* Bid Price per LB = total amount owed to USG by bidder. Billing is completed in monthly cycles, from the 26th of the month to the 25th. The bill for the previous month will be provided electronically within 10 days of the cycle completion. The bidder will have 30 days from the date the bill was prepared to Pay the summary bill in full. Interest will be applied to all overdue payments. There is no pre-payment or overpayment allowed. All issues concerning the billing process, amounts, charges, and disputes are to be addressed directly with the Sales Contracting Officer for resolution. Failure to pay bill in full and in a timely manner will result in termination of the contract and possible debarment

#### POINTS OF CONTACT

All issues, concerns and questions concerning this contract, billing, contract performance, terms/conditions will be directly addressed with the Sales Contracting Office (SCO) assigned to Afghanistan. Any oral or written statements by an unwarranted representative of the United States Government, changing or supplementing the terms of the contract or any condition thereof, is unauthorized and shall confer no rights upon the purchaser.

#### DEMILITARIZATION, MUTILATION AND CONDITION CODE

All scrap in this item will be demilitarization code A upon release. No scrap in this item will be condition code A upon release. It is the sole responsibility of the USG to determine whether the item is safe to remove and has met the prescribed demilitarization and mutiliation standards. The purchaser will not be required to perform any demilitarization or mutilation. The United States Government will determine the method and degree of mutilation, and can change the method and degree based on current regulations.

#### OPERATIONAL PLAN

Bidder must submit an operational plan which shows the capability to accomplish the safe removal and transport of the scrap, as well as meet the reguirements to access United States Government facilities with minimal assistance. The Sales Contracting Officer will evaluate the operational plan to determine if the bidder is capable of performing all requirements of this contract. The factors in paragraph A through C below must be thoroughly addressed in a manner that demonstrates the bidder clearly understands the requirements and is fully capable of performing the contract requirements in a timely manner. Failure to fully address the factors will likely render the bid non-responsive without further consideration for award. The Sales Contracting Officer will evaluate the operational plan and all supporting documentation of each bidder who addresses all three factors thoroughly.

### A. Loading and Removal

Describe how property will be loaded and removed. Describe the number and type of employees and equipment, to include trucks and the ability to transfer the item into appropriate containers before removal. The bidder must demonstrate the capability to remove the item without U.S. Government assistance. Containers may be available, but the purchaser must be prepared to provide containers to transfer the deformed brass into for removal. Trucks must be of the type to safely load and unload your containers.

#### B. Security/Access

Bidders will describe their plan to legally access the U.S. Government facilities. Describe any security clearances already in place or a plan on how the bidder and employees will obtain proper security clearances to access U.S. Government facilities.

#### C. Safety

Describe personal safety equipment to be used by personnel performing transferring, loading, and transporting the item from the U.S. Government facility.

#### LOGISTICS

The Purchaser will plan for all trucks, personnel, and safety equipment to make transfers and removals. Trucks must be of the type to safely load and unload your containers. The U.S. Government may provide some assistance in loading the item into the purchaser's trucks when U.S. Government assistance and equipment is available. The Purchaser must have the capability to conduct the removals without any assistance.

The US Government will not provide Common Access Cards (CAC) to anyone working on this contract. The Purchaser must have the ability to access the U.S. Government facilities with no assistance from the personnel at the removal site. This may include a Private Security Contractor (PSC) or other means. If available, the U.S. Government personnel may provide minimal assistance for security and access.

Purchaser will receive appropriate documentation upon removal for both scrap and contract validity. The U.S. Government retains no liability, responsibility, or culpability for the purchaser, purchaser's equipment, vehicles, or scrap upon departure from the U.S. Government facility.

All scrap must be promptly removed from the U.S. Government facility. No scrap removed from a U.S. Government facility may be transported to any other U.S. Government facility.

#### REMOVAL PRIORITY

The USG will designate which property will be removed and when. Failure to remove scrap in a timely and responsible manner is grounds for default for non-performance and termination of the contract.

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

It is the responsibility of the bidder to be in compliance with all local, state, federal, national, international laws, rules, statutes, and regulations that may apply to this activity. The USG will not be held responsible or liable for the bidder failing to be in compliance with any local, state, federal, national, international laws, statutes, rules, and regulations that may apply.

### MINIMUM/MAXIMUM AMOUNTS

The estimated generation for this item is within the minimum and maximum amount advertised. The specific amounts are unknown as this is a sales contract for future generation of scrap. The generation for this item will fluctuate due to dependence on operational aspects of the worldwide USG mission. The bidder will receive more than the minimum and less than the maximum amounts of this item within the term of the contract.

DEMIL CODE A

Outside - Multiple Locations

#### ESTIMATED TOTAL GENERATION MINIMUM QUANTITY 40,000 POUNDS MAXIMUM QUANTITY 3,000,000 POUNDS

THE FOLLOWING ARTICLES APPLY: Part 06-D: Change in Contract Requirements. PART 07-Y: Government's Right to Make Contingent Awards. PART 08-A: Taxes and Duties. PART 08-B: Importation Restrictions. PART 08-C: Compliance with Laws, Restrictions, Limitations, Obtaining of Licenses, Etc. PART 08-E: Representation of Non-Collusion. PART 08-F: Import Certificate and Delivery Verification (IC/DV). PART 08-G: Disposition and Use of Property. PART 08-J: Liability and Insurance. B15: Prepayment & Payments on Term Contracts. KC: Illicit Acts. MD: Partial Removal. MM: Minimum and Maximum Quantities PC: Failure to Perform. PD: Failure to Remove. PE: Title. PF: Termination.

SF: Safety.

#### VENDOR VETTING AND VENDOR VALIDATION

Vendor vetting, and vendor validation and registration, two separate processes, are important steps after bid is submitted, and can take up to three weeks to complete. Joint Theater Support Contracting Command has a process of evaluating the security risk of companies. Additionally, the Joint Contingency Contracting System(JCCS) Business Advisor will assist companies to register online in JCCS, and review/validate the vendors JCCS Profile, along with the vendor's uploaded business registration documents. While an active profile does not mean a contract will be awarded, without an active, current profile a contract award is prohibited. No waivers for requirements are possible. Companies may be asked to complete the process. A request for completing the process does not quarantee or confirm contract award.

#### BIDDING AND WEIGHTED FACTORS

Weighted factors will be used to calculate the total bid price for each bidder. The calculations will be done by the Sales Contracting Officer to arrive at a total bid price. Bidders must submit one bid price per item.

Weighted factors will be as follows:

Item One (1) will be five (5) percent of the total bid calculation.

Item Two (2) will be thirty five (35) percent of the total bid calculation.

Item Three (3) will be fifty (50) percent of the total bid calculation.  $% \left( \left\{ {{{\mathbf{x}}_{i}} \right\} \right\}$ 

Item Four (4) will be ten (10) percent of the total bid calculation:

for a total of 100 percent. The total bid will set the ranking only for bidders that have submitted an operational plan that clearly demonstrates the ability to remove scrap at the weights needed to maintain Disposition Services yards at optimal utilization percentages.

#### NOTICE REGARDING EXPORTS

Neither DLA Disposition Services nor any component of the U.S. Department of Defense (DoD) makes any warranty or representation of any kind regarding whether the property described in this offering may be exported from Afghanistan or whether any particular bidder may be able to export this property from Afghanistan or enter it into any other jurisdiction. Bidders are cautioned to coordinate with the responsible customs officials in the state of export, import and any affected transit states to determine whether the property may be exported and/or determine the applicable requirements for arranging such exports if they have an interest in exporting any of the materials offered for sale under this invitation.

# **Demilitarization Codes/Requirements**

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

19.

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

See DRMS pamphlet, Sale by Reference, July 2012, for General Information and Instructions 1 thru 17.

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

NAME			
ADDRESS			POSTAGE REQUIRED
CITY	COUNTRY		
		SCO, DLA DISPOSITION SERVICES BID ROOM, NATIONAL SALES OFFICE 74 WASHINGTON AVE. N BATTLE CREEK, MI 49037-3092	
		M Afghanistan Time; 9:00 AM USA Eastern I IN-YOUR-NUMBER	Daylight TIme
<ul><li>B. Express Mail/Ha</li><li>C. Electronic Meth</li></ul>	ers of the U.S. Postal Serv and Carried Bids—Users nod—Instructions for on-lin	vice (including USPS Express Mail) of Express Mail Services and hand carr ne bidding at http://www.drms.dla.mil	

D. Telegraphic Methods (Telegram/Mailgram/Facsimile)—Bids submitted by telegraphic means must be specific and must include the following information:

Name and title of sender, Complete firm name (if corporation), Complete address and telephone number, Invitation For Bid Number, Item Number(s) bid on, Unit price and total price, INCLUDE the following statement: "I agree to be bound by all the terms and conditions of this Invitation for Bid".

Bidder's Signature

- 20. Telephonic bids will not be accepted on this sale.
- 21. All bids must be addressed and mailed or hand delivered to: SCO, DLA Disposition Services

Bid Room,National Sales Office 74 Washington Ave. N Battle Creek, MI 49037-3092 Facsimile Number: 269-961-7568

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

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

- 23. Facsimile Notification Of Award: The bidder may request facsimile notification or award by checking the appropriated block on the Item Bid Page. When requested by the bidder, facsimile notification will be sent simultaneously with the mailing of the contract and will include the contract number and item(s) awarded.
- 24. Disposal Notification to All Purchasers and Sub-Purchasers: The use, disposition, export and reexport of this property is subject to all applicable U.S. laws and regulations, including the Arms Export Control Act (22 CFR 2751 et seq.); the Export Administration Act of 1979 (560 U.S.C. App. 2401 et seq.); International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.); and the Espionage Act (37 U.S.C. 791 et seq.) which among other things, prohibits:

   a. The making of false statements and concealment of any material information regarding the use or disposition, export or reexport of the property, and

**b.** Any use or disposition, export or reexport of the property which is not authorized in accordance with the provisions of this agreement. Before any export or reexport of this property is attempted, contact the Office of Defense Trade Controls, Department of State and the Bureau of Export Administration, Department of Commerce for export licensing requirements.

### 25. STATEMENT OF INTENT.

The Statement of Intent must be completed and submitted with bids on these items

# **Inspection Dates and Times**

NO PRE-BID OR AWARD INSPECTION ALLOWED. SCRAP IS BASED ON FUTURE GENERATION OF MATERIAL AND IS NOT AVAILABLE FOR INSPECTION.

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

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

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

DLA Disposition Services pamphlet Sale by Reference, July 2012:

- Part 1: General Information and Instructions (DRMS Form 81, Oct 93): Complete except: Paragraph 6 should read: Any sale or use tax imposed by any state, country or political subdivision will be paid by the Purchaser; Delete paragraph 3.
- Part 2: General Sale Terms and Conditions (Standard Form 114C, Jun 86 ed., and DRMS Form 84, Oct 93). All Conditions except Condition 30.
- Part 4: **Special Sealed Bid Term Conditions** (Standard Form 114C-2, Jan. 70 ed). Articles B, C, D, F, and G only.
- Part 6: Additional Special Circumstance Conditions Demilitarization and Mutilation (DRMS Form 95, Oct 93). As specified in item description.
- Part 7: Additional Special Circumstance Conditions Hazardous and Dangerous Property (DRMS Form 98, Oct 93). As specified in item description.
- Part 8: Additional Special Circumstance Conditions Foreign Excess Personal Property (DRMS Form 94, Oct 93). As specified in item description.

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

### CONDITIONS OF SALE - SEALED BID - CONTINUED

# Articles

#### Article B15: Pre-payment And Payments On Term Contracts

(a) A pre-payment of **\$50,000** is required within 14 calendar days after award of the contract. For purposes of this contract, the estimated annual generation will be the minimum quantity offered for each item for the first year. No property will be released to the purchaser or their duly authorized agent before pre-payment has been verified and confirmed by the Sale's Contracting Officer. The Pre-payment submitted by the Purchaser will be retained by the U.S. Government and applied against the last delivery effected 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 Electronic Funds Transfer (EFT), cashier's check, certified check, traveler's check, bank draft, money order or credit card (Master Card, Visa, Discover Card, American Express). 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 (see Credit Card Payment form in this IFB). No one payment by credit card can exceed \$49,999.99. Payments in excess of \$49,999.99 cannot be split into multiple credit card charges. Other forms of payment must be used.

#### **ARTICLE B27: HOLD HARMLESS CONDITION.**

The purchaser shall hold and save the U.S. Government and its personnel free and harmless from liability of any nature or kind occasioned by operations of the purchaser on U.S. Government premises.

### ARTICLE KC: ILLICIT ACTS.

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

### ARTICLE MD: PARTIAL REMOVAL.

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

#### **ARTICLE MM: MINIMUM AND MAXIMUM QUANTITIES**

Minimum and Maximum Quantities available/effect of cancellation of an offeror's contract: Each contractor will receive orders for removal of the minimum quantity specified in the item description for the first year, and may receive orders for quantities up to the maximum amount specified for the total duration of the contract, to include the two additional one year extension periods.

However, in the event an offeror who is awarded a contract under this IFB is unwilling or unable to remove the quantities referred to it for removal under this item description in accordance with the terms and conditions of its contract, the U.S. Government may take action to terminate or cancel the contract.

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

A contractor's rejection of an offer from DLA Disposition Services to increase its contract quantities in the situation described above will not affect its relationship with the U.S. Government on any contracts it is currently performing. In order to ensure maximum flexibility to remove material in the maximum quantities awarded under this item description, the U.S. Government may take the actions described herein without further competing or otherwise soliciting bids for the item(s) described in this IFB.

However, in the event that the U.S. Government generates property exceeding the total maximum quantities of this item for all the contracts it has awarded combined, it will issue new solicitation(s) to order removal of the excess quantities.

Minimum quantities may not be available for item One (1)and item Four(4), based on future generations. In this event a matching quantity of item Two(2)and Three(3) will be offered to offset the availability of Item One(1)and Four(4).

### ARTICLE PC: FAILURE TO PERFORM.

Notwithstanding the provisions of Condition 7 of Part 4, Special Sealed Bid Term Conditions of the DRMS pamphlet "Sale by Reference", July 2012, entitled "Failure to Perform", the U.S. Government shall be entitled to retain or collect as liquidated damages a sum equal to 20% of the contract price for the quantity estimated to be generated within a 60-day period.

### ARTICLE PD: FAILURE TO REMOVE.

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

### ARTICLE PE: TITLE.

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

### **ARTICLE PF: TERMINATION.**

Notwithstanding the provisions of Condition 6 of Part 4, Sale of U.S. Government Property Special Sealed Bid-Term Conditions (Standard Form 114C-2, Jan 70)of DLA Disposition Services pamphlet "Sale by Reference", July 2012, this contract may be terminated by either party without cost to the U.S. Government upon 30 days written notice to the other, to be calculated from the date the notice is mailed. The U.S. Government may or may not require additional removals during this time frame.

#### **ARTICLE SF: SAFETY**

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

# Loading Table

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

### **Removal Days**

Property must be removed by: TERM

### Loading Legend

```
I - Government will load
       (a) Rail
       (b) Truck or Trailer
II - Government will load - Open top conveyance only ....
       (a) Rail
       (b) Truck or Trailer
III - Purchaser must load (no government assistance) ....
       (a) Rail facilities available adjacent to property
       (b) Rail facilities available on the installation but remote from property
       (c) No rail facilities available
IV - Other
                   LOCATION
ITEMS
                                                  LOADING LEGEND
                VARIOUS LOCATIONS THROUGHOUT
1 - 4
                                                IV -Other loading options
                AFGHANISTAN AS DIRECTED BY
                THE SCO
```

### LOADING HOURS: Loading hours will be based on the amount of scrap available

### Loading Notes

### ITEMS: 1-4

Dunnage is not included in the sale and is NOT part of the weight. Dunnage consists of any container, pallet, or box that is not the property itself.

When available, U.S. Government will perform loading; however, purchaser must have the capability to load when U.S. Government assistance is not available.

No culling allowed. Removals are expected up to 6 days a week, Saturday thru Thursday. DLA Disposition Services scales will be used.

In the event the USG weigh scale is not available, or not functional, a mutually agreed upon estimated weight will be determined between the purchaser (authorized representative) and the U.S. Government.

# Sale of Government Property Item Bid and Award Page

Sale No: 39-3606

DLA Disposition Services Bid Room, National Sales Office 74 Washington Ave. N Battle Creek, MI 49037-3092 Bids will be opened at:

DLA Disposition Services National Sales Office 74 Washington Ave. N Battle Creek, MI 49037

Date: October 22, 2013 at 5:30PM Afghanistan Time 9:00 am EST

Bids will be publicly opened on the date and time specified, subject to:

### 1. TERMS AND CONDITIONS

- [x] General Sale Terms and Conditions, SF 114C, Jun. 86 ed.; and Special Sealed Bid Conditions, SF 114C-1, Jan. 1970 ed
- [x] Terms/conditions incorporated herein by reference;
- [x] Special terms/conditions incorporated into the Invitation for Bid;

### 2. PAYMENT REQUIREMENTS

[x] Bidder is required to pay for any or all of the items listed on the Item Bid Page(s) at the price bid for each item, in accordance with Articles B15 & B17.

### BID (This section to be completed by the Bidder)

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted within \_\_\_\_\_\_ calendar days (60 calendar days if no period is specified by the Government or the Bidder, but not less than 10 calendar days) to pay for and remove the property. The total amount is \$\_\_\_\_\_\_.

### THE BIDDER (Check appropriate boxes)

1.	has,	has not,	inspected th	e property or	n which t	the bid is a	submitted.
----	------	----------	--------------	---------------	-----------	--------------	------------

2a. is, is not, an individual or a small business. (See CFR, Title 13, Chapter 1, Part 121, Sec. 121.3-9, for the definition of small business.)

2b. 25 employees or less; 100 employees or less

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

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

	, <b>3</b>				/
Name and address of bidder (Add (type or print) - (MUST be the sar	•	Signature of person authorized to sign this bid			l
		Signers name and title (type or print) Date of b		Date of bid	
Telephone number: Bidder identification no. (If applica	ble) 805				
Acce	ptance by the Government (This	secti	on for Government use only)		
Accepted as to item(s) numbered (For acceptance information see I	DRMS Form 1427 attached)		ted States of America By: ontracting Officer)	Date of Ad	cceptance
Total Amount	Contract Number(s)	Name and Title of Contracting Officer		Officer	

# Sale of Government Property Item Bid Page

**Price per Pounds.** 

Bids must be submitted in U.S. Dollars.

Item Number	Bid Price per Pound
1	
Metallic And Non-Metallic Scrap with Required Demilitarization and/or Mutilation Performed by the Purchaser	
2	
Metallic And Non-Metallic Scrap Vehicles and Vehicular Related with Required Demilitariza- tion and/or Mutilation Performed by the Government	
3	
Metallic And Non-Metallic Scrap Non-Vehicu- lar Related With Required Demilitarization and/or Mutilation Performed by the Government:	
4	
Scrap Brass, deformed and incinerated, performed by the Government	

# THIS FORM MUST BE RETURNED COMPLETED TO BE CONSIDERED FOR AWARD.

**Printed Name of Bidder:** 

Printed Name of Company Bid is Submitted for:

Printed type of bidder, ie Sole Proprietership, Partnership, Company, Corporation, LLC, or local equivelant:

# (Information is required should U. S. Department Of Justice Anti-Trust verification be required. All information must be correct and legible)

Bidder may request facsimile notification of award by checking this block. Your facsimile number is:					
Bid number: (To be filled in by sales office		Name of bidder and identification number, if applicable (type or print)			

Standard Form 114A

# **Credit Card Information**

### **Please Note**

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

Fraudulent use of credit cards will result in your being recommended for debarment from the DLA Disposition Services sales program. No payment may exceed the established \$49,999.99 limit for a single bill or transaction.

If a credit card is to be used as a payment, complete the following information and return this sheet with your bid, or AFTER AWARD, facsimile this completed page to (001) (269) 961-7314.

### (Please type or legibly print information)

First Name:		_ Last Name:	
Company Name:			
Card Holder Name:			
Address:			
City:	State:	Zip	Code:
Master Card ( )	Visa ( )	Discover ( )	American Express ( )
Credit Card Number:			
Expiration Date: Month		Yea	r
authorize the sales contracting o	fficer to obtain payr	nent by credit card fo	r any items I am (we are) awarded

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

Contract Number: \_\_\_\_\_

Authorized Signature

STATEMENT OF INTENT
NOTE: The bidder has a duty to demonstrate responsibility and compliance with federal, state, county, city or local
environmental/safety regulations or ordinances on the use and storage of Hazardous Property (HP) to qualify for an award. <u>The Disposition Services Sales Contracting Officer may use the bidder's failure to provide complete or</u>
accurate information on this basis to deny the award. Completion of ALL information is Mandatory.
SECTION 1. BIDDER INFORMATION If bidder is agent, check here
a. NAME AND PHONE NUMBER OF PRINCIPAL
b. PRINCIPAL'S ADDRESS
c. PLEASE LIST OTHER BUSINESS OR NAMES USED BY THE PRINCIPAL BIDDER
d. NATURE OF BUSINESS
(1) BROKER, MARKETER, RETAILER or WHOLESALER
(2) TREATMENT, STORAGE AND/OR DISPOSAL FACILITY
e. INDICATE ALL RELEVANT TRAINING AND EXPERIENCE RELATED TO THE <u>USE</u> AND <u>STORAGE</u> OF HAZARDOUS PROPERTY.
BIDDER MUST INDICATE THE ITEM(S) FOR WHICH THE INFORMATION IN THIS SECTION APPLIES.
SECTION 2. DESTINATION OF PROPERTY
NOTE: LIST THE ACTUAL STREET ADDRESS WHERE THE PROPERTY IS TO BE DELIVERED. POST OFFICE BOXES ARE NOT ACCEPTABLE.
a. 1. PRINCIPAL BIDDER(S)
2. OTHER (List)
NAME, ADDRESS AND PHONE NUMBER OF DESTINATION
EPA ID NO. AND/OR LICENSE/PERMIT(S) NO. (Mandatory if facility is regulated by federal/state or local authorities)
TYPE(S) OF ACTIVITY DESTINATION POINT IS LICENSED/PERMITTED FOR:
b. DOES THE PRINCIPAL OWN THE STORAGE FACILITY? YES NO
IF THE STORAGE FACILITY IS NOT OWNED BY THE PRINCIPAL, PROVIDE THE NAME AND PHONE NO. OF THE OWNER AND THE
RELATIONSHIP BETWEEN THE PARTIES. IF THE STORAGE FACILITY IS RENTED, DOES THE LEASE SPECIFICALLY INCLUDE THE STORAGE OF HAZARDOUS PROPERTY? YES NO IF YES, ENCLOSE A COPY OF THE LEASE AGREEMENT.
c. PROVIDE THE NAME, ADDRESS AND PHONE NO. OF THE FEDERAL/STATE ENVIRONMENTAL REGULATORY AGENCIES AND/OR
NON-EMERGENCY PHONE NO. FOR THE LOCAL, STATE, COUNTY, CITY OR OTHER AGENCY THAT HAS JURISDICTION FOR FIRE/SAFETY INSPECTIONS OR WOULD RESPOND TO EMERGENCIES WHERE THE PROPERTY WILL BE STORED. (911 is Not Acceptable)
d. LIST ALL FEDERAL/STATE/LOCAL ENVIRONMENTAL REGULATORY AGENCIES THAT HAVE INSPECTED THE FACILITY/BUSINESS OR THE DESTINATION SITE DURING THE PAST TWO (2) YEARS. INCLUDE THE NAME OF THE INSPECTORS, AND THE NAME, ADDRESS, AND
PHONE NO. OF EACH AGENCY.
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STATEMENT OF INTENT (CONTINUED)	
SECTION 3. SPECIFIC USAGE (Insert Item Number(s) as Appropriate)	
b. IF ITEM(S) ARE RESOLD, LIST ALL CUSTOMERS AND PROVIDE ALL INFORMATION REQUESTED IN THE PREVIOUS SECTIONS ABOVE FOR EACH CUSTOMER. USE ADDITIONAL PAPER IF NECESSARY AND ATTACH TO THIS FORM.	
SECTION 4. ACKNOWLEDGEMENTS	
<ul> <li>a. Bidder acknowledges the responsibility to comply with ALL applicable federal/state/local laws, ordinances, and regulations with respect to processing, storing or using the material 29 CFR OSHA, transporting, handling 49 CFR and disposal of items with respect to the environment, specifically 40 CFR Part 260 et seq.</li> <li>b. Bidder acknowledges that no false statements have been made or any information concealed regarding the business,</li> </ul>	
<ul> <li>disposition of the property, or compliance history.</li> <li>c. Bidder acknowledges that sanctions may be imposed against any persons who knowingly/unknowingly violates any law relative to environmental protection, illegal transportation or storage/safety requirements/regulations or who knowingly falsifies or conceals information regarding the business, disposition, violation or use of the property and may include the denial of any future participation in the DoD Surplus Sales Program.</li> </ul>	
d. Bidder acknowledges that the information provided in this statement will be considered a part of the bid under the IFB, and a part of the contract of sale if the bid is accepted by the United States of America.	
SECTION 5. CERTIFICATION	
I certify that all of the information given in this statement is true and correct, and that I have not knowingly omitted any additional information which is inconsistent with this statement. I understand that this statement is incorporated by reference into any resulting contract of sale with the U.S. Government. Prior to effecting any change of fact or intention from that stated herein or in any prior amendment, whether occurring before or after the release of property under contract, I will submit a written request for amendment of this statement to <u>the Disposition Services Contracting Officer</u> . I agree that I will not affect such changes without first receiving the written approval of the <u>Disposition Services Contracting Officer</u> . The bidder hereby certifies that if awarded a contract under this invitation for bids, the bidder will comply with all applicable Federal, State, and local laws,	
ordinances, and regulations with respect to the care, handling, storage, shipment, resale, export, or other use of the material hereby purchased, the bidder will hold the Government harmless from any or all debte liabilities, judgements costs demands, suits actions, or other claims of any nature arising from	
will hold the Government harmless from any or all debts, liabilities, judgements, costs, demands, suits, actions, or other claims of any nature arising from or incident to the handling, use, storage, shipment, resale, export, or other disposition of the hazardous items purchased.	
DATE OF SIGNING	SIGNATURE OF OFFICIAL BIDDER
	PRINT OR TYPE NAME OF BIDDER
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# **Representative Pictures of Items for Sale (continued)**

The additional pictures below are:

# <u>Item 1 – Metallic & Non-Metallic Scrap With Demilitarization and/or Mutilation</u> <u>Performed by the Purchaser</u>

<u>Item 2 – Metallic & Non-Metallic Scrap Vehicles and Vehicular Related With</u> <u>Demilitarization and/or Mutilation Performed by the Government</u>

# <u>Item 3 – Metallic & Non-Metallic Scrap Non-Vehicular Related with Demilitarization</u> <u>and/or Mutilation Performed by the Government</u>

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

# Item 1-Metallic & Non-Metallic Scrap With Demilitarization and/or Mutilation Performed by the Purchaser

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



# <u>Item 2-Metallic & Non-Metallic Scrap Vehicles and Vehicular Related With Demilitarization</u> <u>and/or Mutilation Performed by the Government</u>

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



# <u>Item 3-Metallic & Non-Metallic Scrap Non-Vehicular Related with Demilitarization and/or</u> <u>Mutilation Performed by the Government</u>

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

