

Invitation for Bid

Term Sale Sealed Bid

Sale Number **39-4001**

Afghanistan White Goods Sale

Bid Opening Date and Time

January 10, 2014; 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 **39-4001**

Bid Opening Date January 10, 2014; 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 any required documentation received after the bid opening date of January 10, 2014 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. CONTRACT AWARDEES MUST BE PREPARED TO REMOVE FROM MULTIPLE SITES AT THE SAME TIME.

ITEM 1

Item Description Index

Description

Item Number







SAMPLE PROPERTY ONLY

Contract Periods

| ITEM | CONTRACT PERIODS |
|------|---------------------------------------|
| 1 | FEBRUARY 15, 2014 - FEBRUARY 14, 2015 |

Performance period will begin as soon as possible after award and pre-payment, if appropriate clearances are obtained, but no earlier than 15 FEBRUARY 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

ITEM 1 IS LOCATED AT FORWARD OPERATING BASES, DLA DISPOSITION SITES, AND OTHER LOCATIONS WITHIN AFGHANISTAN AS DESIGNATED BY THE SALES CONTRACTING OFFICER.

1. White goods or "GEAR" provided to the purchaser:

a. Item will be in a serviceable condition (Condition Code A through E) upon release. Item One is Department of Defense (DOD)Foreign Excess Personal Property (FEPP) that may include but not limited to:

Property as a result of base life support service contracts that provided supplies and materials used for operations and maintenance support activities. It includes supplies and materials that were used for facilities management (construction services), billeting, electrical power, water, sewage and waste management, laundry operations, food services, maintenance services for non-tactical vehicles, and transportation motor pool operations. The property is commonly called "white goods or gear" which means it is Commercial Off-The-Shelf equipment that is needed for repair and sustainment operations. Property may include, but is not limited to unused or good condition property related to the operations and support activities listed above. These supplies and materials are broadly categorized into classes. Listed below is a general description of the classes. Classes are described below, but not all classes of property will be made available under this contract. Class information is available for download from the DLA Disposition Services website at:

https://www.dispositionservices.dla.mil/sales/forms-references.shtml

. Class \underline{I} - gratuitous health and comfort items, excluding subsistence (food).

. <u>**Class II**</u> - individual equipment,tentage, organizational tool sets and kits, hand tools, administrative and housekeeping supplies and equipment, excluding unclassified maps.

. Class IV - Construction materials, including installed equipment and all fortification and barrier materials.

. <u>**Class VI**</u> - Personal demand items (such as health and hygiene products, soaps and toothpaste, writing material, batteries, and cameras-nonmilitary sales items), excluding snack food, beverages, cigarettes, and alcohol.

. **Class VII** - Major end items such as mobile machine shops, and non-tactical vehicles, excluding launchers and tanks.

. <u>Class IX</u> - Repair parts and components to include kits, assemblies, and subassemblies (repairable or non-repairable) required for maintenance support of all equipment.

Bidders must submit an acceptable operational plan which clearly demonstrates the capability of safely removing and transporting the property, 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 property on a daily basis at multiple locations at one time.

SALES CONTRACT/BIDDING

This contract is a sales contract. The bidder will be purchasing 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 white goods, non-mutilated because of the nature of the property. 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 for the one item in the Invitation For Bid (IFB). This is an all or none contract, all property available for removal and safe to sell will be awarded to the successful and responsive bidder(s), based on the operational plan and the bid percentage.

BILLING

All billing for this item will be based on percent acquisition value and item bid price. The formula for billing is Total Acquisition Value of all property released times Bid Percentage = total amount owed to USG by purchaser. 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, only pay the exact amount due. 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 a 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 AND CONDITION CODE

All property will be demilitarization code A upon release. Property will be condition code A through Eupon release. It is the sole responsibility of the USG to determine whether the item is safe to sell and has met the prescribed standards for safe to sell. The United States Government reserves the right to classify property as safe to sell based on its property characteristics and intended use.

OPERATIONAL PLAN

Bidder must submit an operational plan which shows the capability to accomplish the safe removal and transport of the property, as well as meet the requirements to access United States Government facilities throughout Afghanistan 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 the property and contract validity. The U.S. Government retains no liability, responsibility, or culpability for the purchaser, purchaser's equipment, vehicles, or property upon departure from the US Government facilities. Property cannot be returned to any US Government facility.

All property must be promptly removed from the U.S. Government facility. No property 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 property 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 minimum generation of the original acquisition value of property made available to each contract awardee is estimated at \$1,000,000.00 per annual contract period. The maximum generation of the original acquisition value made available to each contract awardee is estimated at \$25,000,000.00 per annual contract period.

Minimum and Maximum Quantities are not a part of this Invitation For Bid. The auction is based on the percent of acquisition value of the property when it was originally purchased, without consideration for depreciation due to age, or usage and normal wear and tear.

Property will be made available when an accumulation of the property warrants removal, generally at the level of (5) five to (20) twenty TEUS, (twenty foot equivelant units) of property. Smaller or greater quantities will be clearly communicated. The purchaser must be capable of removing 5 to 20 TEUS, with the ability to surge beyond 20 TEUS. The size of the removal is not relative to the value of the property, as small items may have more value than large, bulky items.

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. 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

VENDOR VETTING AND VENDOR VALIDATION

Vendor vetting, and vendor validation and registration, two separate processes, are important steps after a 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 guarantee or confirm contract award.

BIDDING AND REMOVALS

The purchaser is not permitted to set up a retail facility for the purpose of selling the removed property within 10 kilometers of the military facility/removal point. Bidding for this Invitation For Bid is a percentage of the original acquisition value, without consideration for depreciation due to age, or usage and normal wear and tear. Some property will be in its original packaging, some will be loosly packed, and may require special handling on the part of the purchaser to prevent loss or damage during transport away from the DLA Disposition Services facility. DLA Disposition Services will not assist in repackaging or staging and sorting. Property must be removed in the quickest method possible. Once property is removed it cannot be returned to the military facility for any reason. No credit will be considered for property removed from the military facility.

Unless specifically authorized in advance, all property must be removed in the same 24 hour period after removal starts. Property can be staged and sorted to facilitate loading and to reduce damage during transport, but will not be sorted to select which property will be removed and which property will be refused. Refusing any property made available for removal will result in a Notice of Default and Cure Notice for Failure to Perform. Immediate action must be taken to remove all property by the purchaser. If the Cure Notice is not resolved the purchaser may be charged for all property, and the contract will be terminated at the convenience of the government. No further removals will be authorized or permitted under the contract.

PROPERTY SEGREGATION AND CUSTOMS FEES

Property classified as White Goods and deemed safe to sell will be segregated by the United States Government. The purchaser will not be allowed to inspect the property. All property must be removed when made available. The purchaser will be notified by email or in person of the location and the quantity and type of property. The purchaser will be provided a list of all property available for immediate removal. Unless specifically authorized in advance, all removals must be completed within 96 hours of notification.

The purchaser must make payment into a nationally accredited banking institution for the appropriate customs fee according to the Islamic Republic of Afghanistan Ministry of Finance, GENERAL DIRECTORATE OF CUSTOMS, Customs Tariff Guide. The purchaser is responsible for customs duties and fees associated with the appropriate Section, Heading, and ID (percent customs tariff) from the Customs Tariff Guide.

The Islamic Republic of Afghanistan Ministry of Finance, GENERAL DIRECTORATE OF CUSTOMS, Customs Tariff Guide is available for download at:

https://www.dispositionservices.dla.mil/sales/formsreferences.shtml The United States Government is not responsible for the property classification. Any and all disputes on customs tariff fees owed or paid are the sole responsibility of the purchaser.

Invitation for Bid

The purchaser must present the Sales Contracting Officer, or the designated United States Government representative, a receipt of the required customs fees deposited into an accredited national banking institution prior to property removal. Once property is removed the purchaser will be credited with the removals and the purchase price (original acquisition price times the bid percentage) will be placed against the contract. The purchaser is responsible for full payment of all property made available for removal against the contract as described in the BILLING section of this Invitation For Bid.

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.

CONDITION AND LOCATION OF PROPERTY

Unless otherwise provided in the Sale, all property listed therein is offered for sale "as is" and "where is." Unless otherwise provided in the Sale, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose. Except as provided in Conditions No. 12 and 14, or other special conditions of the Sale, no request for adjustment in price or for rescission of the sale will be considered. This is not a sale by sample.

This Invitation For Bid is the first time DLA DS has offered "white goods" in Afghanistan. Information regarding the average condition code of the property to be sold or the mix of condition codes and/or property types from within the various FSGs identified above is not available. While the photographs in this IFB depict property in relatively good condition, the property offered under this IFB will have been used in the operational environment at either large installations or more remote outposts and may include property in condition code (i.e., DoD condition codes better than "H') which includes property that may require repairs or have limited useful life remaining. Similarly, the mix of properties to be received and made available for removal is unknown. The property mix to be delivered may include property in any of the FSGs identified and/or other property generated by DoD installations or contractors as long as it is not property which requires demilitarization or mutilation, or whose release is otherwise regulated under arms export laws or related regulations.

CONTRACT NEGOTIATIONS

All contract pricing is fixed and final at contract award. Contract negotiation and item pricing will not be adjusted. Removal of property from the installation will result in billing based on original acquisition value and the percent of bid of the purchaser. Once property is removed it cannot be returned to the military facility for any reason. No credit will be considered for property removed from the military facility.

Refusing any property made available for removal will result in a Notice of Default for Failure to Perform and a Cure Notice. Immediate action must be taken to remove all property by the purchaser. If the Cure Notice is not resolved the purchaser may be charged for all property and the contract will be terminated at the convenience of the government. The purchaser will lose all rights and title to the property. No further removals will be authorized or permitted under the contract.

FEDERAL SUPPLY GROUP

Property made available for removal may be classified by a combination of property class and Federal Stock Group (FSG) for identification to assist the buyer in paying customs fees and duties. The following is a list of anticipated FSGs of property that may be available for removal during the contract. The actual property released may be of any combination of the FSGs. Removals are from a future generation of property and is not available for inspection. FEDERAL SUPPLY CLASSIFICATION GROUPS AND CLASSES H2 can be referred to for more information and is available for download from the DLA Disposition Services website at : https://www.dispositionservices.dla.mil/sales/formsreferences.shtml

- FSG 25 Vehicular Equipment Components
- FSG 26 Tires and Tubes
- FSG 29 Engine Accessories
- FSG 38 Construction, Mining, Excavating, and Highway
- Maintenance Equipment FSG 41 Refrigeration, Air Conditioning, and Air Circulating
- Equipment
- FSG 43 Pumps and Compressors
- FSG 44 Furnace, Steam Plant, and Drying Equipment
- FSG 45 Plumbing, Heating, and Waste Disposal Equipment
- FSG 46 Water Purification and Sewage Treatment Equipment
- FSG 47 Pipe, Tubing, Hose, and Fittings
- FSG 49 Maintenance and Repair Shop Equipment
- FSG 51 Hand Tools
- FSG 53 Hardware and Abrasives
- FSG 55 Lumber, Millwork, Plywood, and Veneer FSG 56 Construction and Building Materials
- FSG 59 Electrical and Electronic Equipment Components
- FSG 61 Electric Wire, and Power and Distribution Equipment.
- FSG 62 Lighting Fixtures and Lamps
- FSG 68 Chemicals and Chemical Products FSG 73 Food Preparation and Serving Equipment
- FSG 75 Office Supplies and Devices
- FSG 78 Recreational and Athletic Equipment FSG 80 Brushes, Paints, Sealers, and Adhesives
- FSG 81 Containers, Packaging, and Packing Supplies
- FSG 83 Textiles, Leather, Furs, Apparel and Shoe Findings,
- Tents and Flags
- FSG 85 Toiletries
- FSG 99 Miscellaneous

Demilitarization Codes/Requirements

| Code | Explanation |
|------|--|
| A | Non-United States Munitions List (USML)/non Commerce Control List (CCL) Item. No demilitarization required. No Trade Security Controls required. Department of Commerce may impose licensing requirement to certain destinations. |
| В | USML Items - Mutilation to the point of scrap required worldwide. |
| С | USML Items - DEMIL-required. Demilitarize installed key point(s) as DEMIL Code "D." |
| D | USML Items - DEMIL-required. Destroy item and components to prevent restoration or repair to a usable condition. |
| E | DoD Demilitarization Program Office (DDPO) reserves this code for their exclusive-use only. DEMIL instructions shall be furnished by the DDPO. |
| F | USML Items - DEMIL-required. Item Managers, Equipment Specialists or Product Specialists shall furnish Special DEMIL instructions. |
| G | USML Items - DEMIL-required. Ammunition and Explosives (AE). This code applies to both unclassified and classified AE items. |
| 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. |

FEDERAL CONDITION CODES

What is a "Federal Condition Code"?

This is a two character combination of the "Supply" condition code and the "Disposal" condition code. The Supply condition code is assigned by the activity turning the property in to the DLA Disposition Services site. **Supply condition codes** are always the first position of the Federal Code and are defined as follows:

A- Serviceable-Issuable without Qualification

New, used, repaired, or reconditioned material which is serviceable and issuable to all customers without limitation or restrictions. Includes material with more than 6 months shelf life remaining.

B- Serviceable-Issuable with Qualification

New, used, repaired, or reconditioned material which is serviceable and issuable for its intended purpose but which is restricted from issue to specific units, activities, or geographical areas by reason of its limited usefulness or short service life expectancy. Includes material with 3 through 6 months shelf life.

C- Serviceable-Priority Issue

Items which are serviceable and issuable to selected customers, but which must be issued before Condition A and B material to avoid loss as a usable asset. Includes material with less than 3 months shelf life remaining.

D- Serviceable-Test/Modification

Serviceable material which requires test, alteration, modification, conversion or disassembly. This does not include items which must be inspected or tested immediately prior to issue.

E- Unserviceable-Limited Restoration

Material which involves only limited expense or effort to restore to serviceable condition and which is accomplished in the storage activity where the stock is located.

F- Unserviceable-Reparable

Economically reparable material which requires repair, overhaul, or reconditioning. Includes reparable items which are radioactivity contaminated.

G- Unserviceable-Incomplete

Material requiring additional parts or components to complete the end item prior to issue.

H- Unserviceable-Condemned

Material which has been determined to be unserviceable and Does not meet repair criteria; includes condemned items which are radioactivity contaminated, Type I shelf life material that has passed the expiration date, and Type II shelf life material that has passed the expiration date and cannot be extended. NOTE: Classify obsolete and excess material to its proper condition before consigning to the DLA Disposition Services. DO NOT classify material in supply condition H unless it is truly unserviceable and does not meet repair criteria.

S- Unserviceable-Scrap

A **Disposal Condition Code** is a code assigned by the DLA Disposition Services receiver after inspection of an item which is used to designate the physical condition of that item. They are as follows:

1-Excellent

Property which is in new condition or unused condition and can be used immediately without modifications or repairs.

4-Usable

Property which shows some wear, but can be used without significant repair.

7-Reparable

Property which is unusable in its current condition, but can be

X-Salvage

Property which has some value in excess of its basic material uneconomical.

content, but repair or rehabilitation is impractical and/or

economically repaired.

S-Scrap

Property that has no value except for its basic material content.

19.

Additional General Information and Instructions

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 | | L] |
| | | SCO, DLA DISPOSITION SERVICES BID ROOM, NATIONAL SALES OFFICE 74 WASHINGTON AVE. N BATTLE CREEK, MI 49037-3092 | |
| | |) PM Afghanistan Time; 9:00 AM USA Easter N-YOUR-NUMBER | n Daylight TIme |
| B. Express Mail/HaC. Electronic Method | s of the U.S. Postal Serv nd Carried Bids—Users od—Instructions for on-lir | vice (including USPS Express Mail) of Express Mail Services and hand carr ne bidding at http://www.drms.dla.mil m/Eacsimile) – Bids submitted by telegra | |

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 INSPECTION ALLOWED. WHITE GOODS PROPERTY MADE AVAILABLE FOR REMOVAL IS BASED ON FUTURE GENERATION OF MATERIAL AND IS NOT AVAILABLE FOR INSPECTION.

Conditions of Sale

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 2, 3, 4, 6, and 7 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 **\$75,000** against Item One is required within 14 calendar days after award of the contract. For purposes of this contract, the estimated annual quantity generation is not available due to the unpredictability of the available Federal Supply Groups. 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 affected under the contract.

(b) All payments, including those for storage charges, liquidated damages and interest must be in U.S. currency. Acceptable payments may be made by 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

The minimum generation of the original acquisition value of property made available to each contract awardee is estimated at \$1,000,000.00 per annual contract period. The maximum generation of the original acquisition value made available to each contract awardee is estimated at \$25,000,000.00 per annual contract period.

Minimum and Maximum Quantities are not a part of this Invitation For Bid. The auction is based on the percent of Acquisition value of the property when it was originally purchased, without consideration for depreciation due to age, or usage and normal wear and tear.

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 affected. No right, title, or interest in or to any of the property offered for sale here under shall be vested in the Purchaser prior to its removal. Notwithstanding Condition No. 14, Part 2 of 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 or its authorized designee while the property remains in the possession of 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
                                                 LOADING LEGEND
ITEM
                   LOCATION
1
                VARIOUS LOCATIONS THROUGHOUT
                                                IV -Other loading options
                AFGHANISTAN AS DIRECTED BY
                THE SCO
```

LOADING HOURS: Loading hours will be based on the amount of property available and could involve removing property 24 hours a day at the removal site until completed.

Loading Notes

ITEM: 1

Dunnage is included in the sale and is NOT part of the sale price calculations. Dunnage consists of any metallic or non-metallic container, pallet, or box that is not the property itself. Property may be loose, in a container, pallet, or box. Purchaser must plan for and remove property as is, where is.

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 7 days a week. DLA Disposition Services scales will not be used. Property is not sold by weight.

Sale of Government Property Item Bid and Award Page

| Address your | bid to: | |
|--------------|---------|--|
|--------------|---------|--|

Sale No: 39-4001

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: January 10, 2014 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. | ha | s, 🕒 | has not, | inspected | the pr | operty o | n which | the I | bid is | submitted |
|----|----|------|----------|-----------|--------|----------|---------|-------|--------|-----------|
|----|----|------|----------|-----------|--------|----------|---------|-------|--------|-----------|

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

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

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

3a. has, has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract, and

| 3b. | | has, | | has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely |
|-----|------|---------|------|---|
| | for | the B | idde | ler) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this |
| | CO | ntract; | and | nd agrees to furnish information relating to (a) and (b) above as requested by the Contracting officer, (For |
| | inte | erpreta | atio | on of the representation, including the term "bona fide employee", see CFR, TITLE 41, SUBPART 101-45.3.) |

| Name and address of bidder (Address and Country) (type or print) - (MUST be the same as on envelope) | | Signature of person authorized to | o sign this bid | |
|---|-----------------------------------|--|-------------------|--|
| | | Signers name and title (type or p | rint) Date of bid | |
| Telephone number: Bidder identification no. (If app | licable) 805 | | | |
| Α | cceptance by the Government (This | section for Government use only |) | |
| Accepted as to item(s) numbered (For acceptance information see DRMS Form 1427 attached) | | United States of America By: Date of Acceptance (Contracting Officer) | | |
| Total Amount | Contract Number(s) | Name and Title of Contracting Officer | | |

Sale of Government Property Item Bid Page

Bid is a percentage of original acquisition value as expressed in U. S. Dollars. The bid price is for the original contract period and all extension years, if used.

For example: Original Acquisition value for Door Hinges = \$12.47 USD. 7000 door hinges available at \$12.47 each is \$87,290.00 A bid of 9.22% of the original acq value = \$8048.14 will be paid for all 7000 hinges Each property will be assessed the bidder percentage per line item of property. In this case one line item is 7000 hinges

Each property will be assessed the bidder percentage per line item of property. In this case one line item is 7000 hil

For example: One truck with an original acquisition value = \$96,000 A bid of 9.22% of the original acq value= \$8851.20 will be paid for the one truck

Price will not be adjusted for condition of property

Property must be paid for in U.S. Dollars.

| Item Number | Bid Percent Acquisition Value |
|--|----------------------------------|
| 1 White Goods or "GEAR" designated as safe to sell to the purchaser: | % (PERCENT) |

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

Printed Name of Bidder:

Printed Name of Company Bid is Submitted for:

Complete Address:

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 for property removals, 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 | | | Year |
| | | | |

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

Contract Number:

Authorized Signature

Date

| 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 <u>ALL</u> information is <u>Mandatory</u> . |
| 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 (1) BROKER, MARKETER, RETAILER or WHOLESALER |
| (1) BROKER, MARKETER, RETAILER OF WHOLESALER (2) TREATMENT, STORAGE AND/OR DISPOSAL FACILITY |
| (3) OTHER (Specify) |
| 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. |
| 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. |
| |
| |
| |
| DRMS FORM 1645, NOV 97 (EF) Page 1 of 2 |

| STATEMENT OF INTENT (CONTINUED) |
|---|
| SECTION 3. SPECIFIC USAGE (Insert Item Number(s) as Appropriate) |
| AS A PURCHASER, I WILL: 1) RESELL ITEM(S): 2) USE ITEM AS INTENDED: 3) SCRAP ITEM(S) FOR RECOVERY OF CONTENTS: 4) RE-REFINE/REPROCESS ITEM(S) 5) OTHER (Specify Item and Use) 5) OTHER (Specify Item and Use) 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 |
| 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. b. Bidder acknowledges that no false statements have been made or any information concealed regarding the business, disposition of the property, or compliance history. c. Bidder acknowledges that sanctions may be imposed against any persons who knowingly/unknowingly violates any aw relative to environmental protection, illegal transportation or storage/safety requirements/regulations or who knowingly alsifies or conceals information regarding the business, disposition, violation or use of the property and may nclude the denial of any future participation in the DoD Surplus Sales Program. d. Bidder acknowledges that the information provided in this statement will be considered a part of the bid under the FB, and a part of the contract of sale if the bid is accepted by the United States of America. |
| SECTION 5. CERTIFICATION |
| 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 neconsistent 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 proper 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 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 |

Item Description Index (cont.)

Description

Item Number







SAMPLE PROPERTY ONLY

Item Description Index (cont.)



SAMPLE PROPERTY ONLY