



**DEFENSE LOGISTICS AGENCY**  
**Disposition Services**

# Invitation for Bid

**Term Sale**  
**Sealed Bid**

**Sale Number**  
**39-4603**

**KUWAIT**

**Metallic and Non-Metallic Scrap**

**Bid Opening Date and Time**

**December 4, 2014; 3:00 PM Kuwait Standard Time**  
**9:00 AM USA Eastern Time**

**Inspection Period Begins**  
**None**

**No bid deposit required.**  
**Article B15 addresses payment**  
**requirements.**



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Department of Defense DLA  
Disposition Services  
National Sales Office

Invitation For Bid  
Sale Number  
**39-4603**

**Bid Opening Date**

**December 4, 2014; 3:00 PM Kuwait Standard Time**

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

**The Minimum Bid Acceptance Period must be at least 45 days from 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

Fax bids to: (269) 961-7568  
or  
email scanned bids to [drmssalesbids@dla.mil](mailto:drmssalesbids@dla.mil)

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

**Payments**

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

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

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

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## Property Location Index

The primary location for removals of Items 1-7 will be the DLA Disposition Services Site located in Zone #7 at Camp Arifjan, Kuwait. There may be additional locations for removals from USG installations within the State of Kuwait as designated by the SCO.

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### Description

### Item Number

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## Contract Periods

ITEMS

CONTRACT PERIODS

1-7..... **JANUARY 6, 2015 - JANUARY 5, 2016**

Expected award date is **January 6, 2015**. Performance period will begin as soon as possible after contract award, receipt of pre-payment, and appropriate accesses are obtained.

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

The below pictures of **Item 1 – SCRAP EXPENDED SHELL CASINGS With Demilitarization and/or Mutilation Performed by the U.S. Government, Item 2 - SCRAP TIRES & RUBBER RESIDUE With Demilitarization and/or Mutilation Performed by the U.S. Government, Item 3 - SCRAP VEHICLE RESIDUE With Demilitarization and/or Mutilation Performed by the U.S. Government, Item 4 – SCRAP ELECTRONICS/PLASTIC/FIBERGLASS With Demilitarization and/or Mutilation Performed by the U.S. Government, and Item 5 - METALLIC AND NON-METALLIC SCRAP With Demilitarization and/or Mutilation Performed by the U.S. Government**, 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 mutilated state. All property will be mutilated or demilitarized prior to release. This solicitation is for scrap property, property that has no value other than its basic material content.

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



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

## List of Sale Items

**ITEMS 1 THRU 7: The primary location for removals of Items 1-7 will be DLA Disposition Services site located in Zone #7 at Camp Arifjan, Kuwait. There may be additional locations for removals from USG installations within the State of Kuwait as designated by the SCO.**

### 1. SCRAP EXPENDED SHELL CASINGS WITH DEMILITARIZATION / MUTILATION PERFORMED BY THE USG:

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

This item may include scrap expended shell casings of all calibers (sizes) to include but not limited to 5.56mm, 7.62mm, .50mm, 20mm, 25mm, 30mm, 40mm, 105mm, and 155mm. This item will NOT be primarily brass. This item may include expended shell casings containing or derived from various base materials to include but not limited to brass, steel, plastic and aluminum. This item may include additional material such as linkage material and associated foreign objects. This item may also include foreign attachments and other debris, as outlined in clause titled "FOREIGN ATTACHMENTS AND OTHER DEBRIS". This item may or may not include container for loading and removal of this item. Determination of what property will be available for removal will be classified as ITEM 1 will be the sole responsibility of the Sales Contracting Officer.

#### FOREIGN ATTACHMENTS AND OTHER DEBRIS

Given the extreme sandy and dusty environment where scrap property is currently located, purchaser is advised that foreign attachments will be included in the weight and sale. It is estimated that no more than 30% of the total removal weight per truck, may contain foreign attachments or other miscellaneous debris. Foreign attachments or debris may include, but will NOT be limited to: cardboard, dirt, sand, water, cloth, rocks, plastic, glass debris, rubber, wood or pallets.

#### DEMILITARIZATION, MUTILATION AND CONDITION CODE

This is a one year scrap sales contract. All property released to purchaser will be DEMIL CODE: A. The property will be SCRAP, so bidder must plan their bid accordingly. It is the sole responsibility of the USG to determine whether the item has been completely Demilitarize and/or Mutilated in accordance with U.S. Government specifications and guidelines and is safe to remove. Determination of what property available for removal will be classified as ITEM 1 will be the sole responsibility of the designated USG representative.

#### REMOVAL & SAFETY PLAN

When USG assistance is not available, purchaser will be required to perform loading using their own equipment and personnel. Purchaser must submit a removal and safety plan. Plan must show the purchaser has the capability to safely load and remove all property in item #1 referred to the purchaser. Plan must show purchaser has appropriate personal protective equipment for all its employees.

#### SALES CONTRACT/BIDDING

This is a scrap sales contract. The bidder will be purchasing scrap property from the U.S. Government (USG). At no time will there be a payment by the USG to the purchaser for any services within this contract. The property removed by the purchaser will be scrap property and in poor condition.

#### SALES CONTRACT/BIDDING

The purchaser 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.

If, at any time, the purchaser finds this contract is not economically beneficial to it, purchaser may exercise its unilateral right to terminate the contract in accordance with Article PF.

#### ALL OR NONE BIDDING

The bidder awarded this contract will be awarded all 7 of the items or none of the items. Bidders must place a bid on each individual item to be considered for award. Each individual item must have its own unique bid to be considered for award. The bid will be determined by using individually weighted cumulative average price of all 7 items. The weighted factor is the percentage of the item in respect to the total historic accumulation.

Item 1 Unit Bid Price * 5 = A
Item 2 Unit Bid Price * 15 = B
Item 3 Unit Bid Price * 20 = C
Item 4 Unit Bid Price * 10 = D
Item 5 Unit Bid Price * 15 = E
Item 6 Unit Bid Price * 20 = F
Item 7 Unit Bid Price * 15 = G

A+B+C+D+E+F+G = X

X/7 = Cumulative average

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

#### POINTS OF CONTACT

All issues, concerns, and questions concerning this contract, billing, contract performance, terms/conditions will be directly addressed with the Sales Contracting Officer (SCO) identified on page #2 of this IFB. Direct liaison with a proxy for contractual issues can only be authorized in writing by the SCO.

#### USG ASSISTANCE

When available the USG will assist in the loading of the purchaser's trucks using USG equipment and personnel. In the event USG assistance is not available, purchaser must be both willing and capable of loading using their own equipment and personnel.

#### ACCESS TO USG INSTALLATIONS

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

#### SCHEDULING

Purchaser will be notified **within** 24 hours with the number and type of trucks needed for removals from Camp Arifjan. For other locations in Kuwait, purchaser will be notified **within** 48-hours prior to removal with the number and type of trucks needed.

Purchaser must not wait until the day of loading to inform the USG representative that there is a problem with providing the requested number and type of transport conveyance.



**SCHEDULING**

Purchaser or their designated representative MUST be present, available and on-site during each removal operation. USG representative will not be responsible for overseeing, leading, guiding or otherwise, instructing purchaser's drivers or other personnel. Refusal to perform removals may result in adverse actions or termination of contract.

**REMOVAL PRIORITY**

The USG will designate which property will be removed and when. There will be no culling or mixing of property unless authorized by the USG.

**REMOVAL LOCATIONS**

The primary location for removals will be the Camp Arifjan, Kuwait; State of Kuwait. Other locations for removals within the borders of the State of Kuwait may be designated by the SCO during the term of the contract. For other locations in Kuwait, purchaser will be notified at least 48-hours prior to removal with the number and type of trucks needed.

**AWARD CRITERIA**

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

**MULTIPLE AWARDS**

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

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

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

**WEIGHTS AND MEASURES**

All billing for this item will be based on weight (pounds) and item bid price. The method of measure will be the USG scale at Camp Arifjan, Kuwait if available. If available the USG scale will be calibrated 2 times annually and verification of calibration will be provided upon request. In the event the USG scale is not available, or not functional, or cannot be used due to size of truck and/or trailer, a mutually agreed upon estimated weight will be used. This weight must be agreed upon by the designated representative of the purchaser and the USG prior to loading. No property will be loaded or removed until this mutual agreement on estimated weight is attained.

**BILLING**

All billing for this item will be based on weight (pounds) and item bid price. The formula for billing is:

$$\text{Lbs. removed} \times \text{unit bid price per lb.} = \text{total amount due.}$$

This formula will be applied for each item number.

Billing is completed in monthly cycles, from the 25<sup>th</sup> of the month to the 24<sup>th</sup>.

The bill for the previous 30 days (month) will be provided electronically within 10 days of the cycle completion. The purchaser will have 30 days from the date the bill was prepared to pay the bill in full. Interest will be applied to all overdue payments. There is no pre-payment or overpayment allowed. All issues concerning the billing process, amounts, charges, and disputes are to be addressed directly with the SCO for resolution. Failure to pay bill in full and in a timely manner may result in termination of contract and possible debarment.

**HAZARDOUS**

Bidder is notified that some property may contain Chemical Agent Resistant Coating Paint (CARC). CARC may contain trivalent chrome, lead, cobalt-zinc, hex methylene, biphenyl diisocyanate and/or other chemicals that may pose a risk to human health if not handled and or processed appropriately. Recommendations on mitigation strategies, safety gear, and PPE is available upon request.

**SAFETY**

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

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

Bidders must be properly registered and licensed to conduct legal and lawful business in the State of Kuwait prior to any contract award. Contract award will not be delayed while bidders obtain the necessary business license. It is the sole 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. Bidders are further advised that it is their sole responsibility to comply with any regulations governing the payment of custom fees and any restrictions on the export of scrap out of the state of Kuwait. The USG will not be held responsible or liable for the bidder failing to be in compliance with any local, state, federal, national, international laws, statutes, rules, and regulations that may apply to this activity.

**OPTION TO EXTEND THE TERM OF THE CONTRACT**

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

**MINIMUM/MAXIMUM AMOUNTS**

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

**CONTACT:**

WILLIE N PAYNE: willie.payne@dla.mil

MINIMUM QUANTITY	10,000	POUNDS
MAXIMUM QUANTITY	150,000,000	POUNDS

**THE FOLLOWING ARTICLES APPLY:**

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

**2. SCRAP TIRES AND RUBBER RESIDUE WITH DEMILITARIZATION / MUTILATION PERFORMED BY THE USG:**

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

This item shall include tires of various sizes and conditions. The majority of this item is expected to be tires or pieces of tires that are in very poor condition. This item shall include tires without rims attached and tires with rims attached. There will be no rims released under ITEM 2 unless attached to the tire. This item shall include all run-flat parts, pieces, components, and residue. This item shall additionally include rubber scrap residue generated from non- tire related property. This item shall include all tires, tire components, tire parts, tire pieces and tire residue regardless of condition. This item may include scrap tires and rubber residue with foreign attachments and other debris, as outlined in clause titled "FOREIGN ATTACHMENTS AND OTHER DEBRIS". May or may not include container or pallet for loading and removal of this item. Determination of what property available for removal will be classified as ITEM 2 will be the sole responsibility of the Sales Contracting Officer.

**FOREIGN ATTACHMENTS AND OTHER DEBRIS**

Given the extreme sandy and dusty environment where scrap property is currently located, purchaser is advised that foreign attachments will be included in the weight and sale. It is estimated that no more than 30% of the total removal weight per truck, may contain foreign attachments or other miscellaneous debris. Foreign attachments or debris may include, but will NOT be limited to: cardboard, dirt, sand, water, cloth, rocks, plastic, glass debris, rubber, wood or pallets.

**DEMILITARIZATION, MUTILATION AND CONDITION CODE**

This is a one year scrap sales contract. All property released to purchaser will be DEMIL CODE: A. The property will be SCRAP, so bidder must plan their bid accordingly. It is the sole responsibility of the USG to determine whether the item has been completely Demilitarize and/or Mutilated in accordance with U.S. Government specifications and guidelines and is safe to remove. Determination of what property available for removal will be classified as ITEM 2 will be the sole responsibility of the designated USG representative.

**REMOVAL & SAFETY PLAN**

When USG assistance is not available, purchaser will be required to perform loading using their own equipment and personnel. Purchaser must submit a removal and safety plan. Plan must show the purchaser has the capability to safely load and remove all property in item #2 referred to the purchaser. Plan must show purchaser has appropriate personal protective equipment for all its employees.

**SALES CONTRACT/BIDDING**

This is a scrap sales contract. The bidder will be purchasing scrap property from the U.S. Government (USG). At no time will there be a payment by the USG to the purchaser for any services within this contract. The property removed by the purchaser will be scrap property and in poor condition. The purchaser 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.

If, at any time, the purchaser finds this contract is not economically beneficial to it, purchaser may exercise its unilateral right to terminate the contract in accordance with Article PF.

**ALL OR NONE BIDDING**

The bidder awarded this contract will be awarded all 7 of the items or none of the items. Bidders must place a bid on each individual item to be considered for award. Each individual item must have its own unique bid to be considered for award. The bid will be determined by using individually weighted cumulative average price of all 7 items. The weighted factor is the percentage of the item in respect to the total historic accumulation.

**ALL OR NONE BIDDING**

Item 1 Unit Bid Price \* 5 = A  
 Item 2 Unit Bid Price \* 15 = B  
 Item 3 Unit Bid Price \* 20 = C  
 Item 4 Unit Bid Price \* 10 = D  
 Item 5 Unit Bid Price \* 15 = E  
 Item 6 Unit Bid Price \* 20 = F  
 Item 7 Unit Bid Price \* 15 = G

A+B+C+D+E+F+G = X

X/7 = Cumulative average

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

**POINTS OF CONTACT**

All issues, concerns, and questions concerning this contract, billing, contract performance, terms/conditions will be directly addressed with the Sales Contracting Officer (SCO) identified on page #2 of this IFB. Direct liaison with a proxy for contractual issues can only be authorized in writing by the SCO.

**USG ASSISTANCE**

When available the USG will assist in the loading of the purchaser's trucks using USG equipment and personnel. In the event USG assistance is not available, purchaser must be both willing and capable of loading using their own equipment and personnel.

**ACCESS TO USG INSTALLATIONS**

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

**SCHEDULING**

Purchaser will be notified within 24 hours with the number and type of trucks needed for removals from Camp Arifjan. For other locations in Kuwait, purchaser will be notified within 48-hours prior to removal with the number and type of trucks needed.

Purchaser must not wait until the day of loading to inform the USG representative that there is a problem with providing the requested number and type of transport conveyance.

Purchaser or their designated representative MUST be present, available and on-site during each removal operation. USG representative will not be responsible for overseeing, leading, guiding or otherwise, instructing purchaser's drivers or other personnel. Refusal to perform removals may result in adverse actions or termination of contract.

**REMOVAL PRIORITY**

The USG will designate which property will be removed and when. There will be no culling or mixing of property unless authorized by the USG.

**REMOVAL LOCATIONS**

The primary location for removals will be the Camp Arifjan, Kuwait; State of Kuwait. Other locations for removals within the borders of the State of Kuwait may be designated by the SCO during the term of the contract. For other locations in Kuwait, purchaser will be notified at least 48-hours prior to removal with the number and type of trucks needed.

**AWARD CRITERIA**

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

**MULTIPLE AWARDS**

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

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

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

**WEIGHTS AND MEASURES**

All billing for this item will be based on weight (pounds) and item bid price. The method of measure will be the USG scale at Camp Arifjan, Kuwait if available. If available the USG scale will be calibrated 2 times annually and verification of calibration will be provided upon request. In the event the USG scale is not available, or not functional, or cannot be used due to size of truck and/or trailer, a mutually agreed upon estimated weight will be used. This weight must be agreed upon by the designated representative of the purchaser and the USG prior to loading. No property will be loaded or removed until this mutual agreement on estimated weight is attained.

**BILLING**

All billing for this item will be based on weight (pounds) and item bid price. The formula for billing is:

$$\text{Lbs. removed} \times \text{unit bid price per lb.} = \text{total amount due.}$$

This formula will be applied for each item number.

Billing is completed in monthly cycles, from the 25<sup>th</sup> of the month to the 24<sup>th</sup>. The bill for the previous 30 days (month) will be provided electronically within 10 days of the cycle completion. The purchaser will have 30 days from the date the bill was prepared to pay the bill in full. Interest will be applied to all overdue payments. There is no pre-payment or overpayment allowed. All issues concerning the billing process, amounts, charges, and disputes are to be addressed directly with the SCO for resolution. Failure to pay bill in full and in a timely manner may result in termination of contract and possible debarment.

**HAZARDOUS**

Bidder is notified that some property may contain Chemical Agent Resistant Coating Paint (CARC). CARC may contain trivalent chrome, lead, cobalt-zinc, hex methylene, biphenyl diisocyanate and/or other chemicals that may pose a risk to human health if not handled and or processed appropriately. Recommendations on mitigation strategies, safety gear, and PPE is available upon request.

**SAFETY**

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

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

Bidders must be properly registered and licensed to conduct legal and lawful business in the State of Kuwait prior to any contract award. Contract award will not be delayed while bidders obtain the necessary business license. It is the sole 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. Bidders are further advised that it is their sole responsibility to comply with any regulations governing the payment of custom fees and any restrictions on the export of scrap out of the state of Kuwait. The USG will not be held responsible or liable for the bidder failing to be in compliance with any local, state, federal, national, international laws, statutes, rules, and regulations that may apply to this activity.

**OPTION TO EXTEND THE TERM OF THE CONTRACT**

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

**MINIMUM/MAXIMUM AMOUNTS**

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

**MINIMUM/MAXIMUM AMOUNTS**

THE FOLLOWING ARTICLES APPLY:

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

MINIMUM QUANTITY	15,000	POUNDS
MAXIMUM QUANTITY	150,000,000	POUNDS

THE FOLLOWING ARTICLES APPLY:

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

**3. SCRAP VEHICLE RESIDUE WITH DEMILITARIZATION / MUTILATION PERFORMED BY THE USG:**

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

This item shall include scrap vehicle residue derived from the demilitarization and mutilation of tactical vehicles (TV), non-tactical vehicles (NTV), and all-terrain vehicles (ATV). This item shall include but not be limited to all vehicular armor, frames, axles, hulls, engines, parts, pieces, components, ballistic vehicle glass and all attached components of the ballistic glass, regardless of whether it is derived from the scrap vehicle. This item will only include tires that are attached to the TV, ATV, or NTV by the axle and those tires are not required to be removed by current demilitarization and mutilation standards. This item shall include all scrap vehicle residue regardless of condition. This item may include scrap vehicle residue with foreign attachments and other debris, as outlined in clause titled "FOREIGN ATTACHMENTS AND OTHER DEBRIS".

May or may not include container or pallet for loading and removal of this item. Determination of what property available for removal will be classified as ITEM 3 will be the sole responsibility of the Sales Contracting Officer.

**FOREIGN ATTACHMENTS AND OTHER DEBRIS**

Given the extreme sandy and dusty environment where scrap property is currently located, purchaser is advised that foreign attachments will be included in the weight and sale. It is estimated that no more than 30% of the total removal weight per truck, may contain foreign attachments or other miscellaneous debris. Foreign attachments or debris may include, but will NOT be limited to: cardboard, dirt, sand, water, cloth, rocks, plastic, glass debris, rubber, wood or pallets.

**DEMILITARIZATION, MUTILATION AND CONDITION CODE**

This is a one year scrap sales contract. All property released to purchaser will be DEMIL CODE: A. The property will be SCRAP, so bidder must plan their bid accordingly. It is the sole responsibility of the USG to determine whether the item has been completely Demilitarize and/or Mutilated in accordance with U.S. Government specifications and guidelines and is safe to remove. Determination of what property available for removal will be classified as ITEM 3 will be the sole responsibility of the designated USG representative.

**REMOVAL & SAFETY PLAN**

When USG assistance is not available, purchaser will be required to perform loading using their own equipment and personnel. Purchaser must submit a removal and safety plan. Plan must show the purchaser has the capability to safely load and remove all property in item #3 referred to the purchaser. Plan must show purchaser has appropriate personal protective equipment for all its employees.

**SALES CONTRACT/BIDDING**

This is a scrap sales contract. The bidder will be purchasing scrap property from the U.S. Government (USG). At no time will there be a payment by the USG to the purchaser for any services within this contract. The property removed by the purchaser will be scrap property and in poor condition. The purchaser 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.

If, at any time, the purchaser finds this contract is not economically beneficial to it, purchaser may exercise its unilateral right to terminate the contract in accordance with Article PF.

**ALL OR NONE BIDDING**

The bidder awarded this contract will be awarded all 7 of the items or none of the items. Bidders must place a bid on each individual item to be considered for award. Each individual item must have its own unique bid to be considered for award. The bid will be determined by using individually weighted cumulative average price of all 7 items. The weighted factor is the percentage of the item in respect to the total historic accumulation.

- Item 1 Unit Bid Price \* 5 = A
- Item 2 Unit Bid Price \* 15 = B
- Item 3 Unit Bid Price \* 20 = C
- Item 4 Unit Bid Price \* 10 = D
- Item 5 Unit Bid Price \* 15 = E
- Item 6 Unit Bid Price \* 20 = F
- Item 7 Unit Bid Price \* 15 = G

A+B+C+D+E+F+G = X

X/7 = Cumulative average

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

**POINTS OF CONTACT**

All issues, concerns, and questions concerning this contract, billing, contract performance, terms/conditions will be directly addressed with the Sales Contracting Officer (SCO) identified on page #2 of this IFB. Direct liaison with a proxy for contractual issues can only be authorized in writing by the SCO.

**USG ASSISTANCE**

When available the USG will assist in the loading of the purchaser's trucks using USG equipment and personnel. In the event USG assistance is not available, purchaser must be both willing and capable of loading using their own equipment and personnel.

**ACCESS TO USG INSTALLATIONS**

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

**SCHEDULING**

Purchaser will be notified **within** 24 hours with the number and type of trucks needed for removals from Camp Arifjan. For other locations in Kuwait, purchaser will be notified **within** 48-hours prior to removal with the number and type of trucks needed.

Purchaser must not wait until the day of loading to inform the USG representative that there is a problem with providing the requested number and type of transport conveyance.

Purchaser or their designated representative **MUST** be present, available and on-site during each removal operation. USG representative will not be responsible for overseeing, leading, guiding or otherwise, instructing purchaser's drivers or other personnel. Refusal to perform removals may result in adverse actions or termination of contract.

**REMOVAL PRIORITY**

The USG will designate which property will be removed and when. There will be no culling or mixing of property unless authorized by the USG.

**REMOVAL LOCATIONS**

The primary location for removals will be the Camp Arifjan, Kuwait; State of Kuwait. Other locations for removals within the borders of the State of Kuwait may be designated by the SCO during the term of the contract. For other locations in Kuwait, purchaser will be notified at least 48-hours prior to removal with the number and type of trucks needed.

**AWARD CRITERIA**

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

**MULTIPLE AWARDS**

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

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

**MULTIPLE AWARDS**

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

**WEIGHTS AND MEASURES**

All billing for this item will be based on weight (pounds) and item bid price. The method of measure will be the USG scale at Camp Arifjan, Kuwait if available. If available the USG scale will be calibrated 2 times annually and verification of calibration will be provided upon request. In the event the USG scale is not available, or not functional, or cannot be used due to size of truck and/or trailer, a mutually agreed upon estimated weight will be used. This weight must be agreed upon by the designated representative of the purchaser and the USG prior to loading. No property will be loaded or removed until this mutual agreement on estimated weight is attained.

**BILLING**

All billing for this item will be based on weight (pounds) and item bid price. The formula for billing is:

$$\text{Lbs. removed} \times \text{unit bid price per lb.} = \text{total amount due.}$$

This formula will be applied for each item number.

Billing is completed in monthly cycles, from the 25<sup>th</sup> of the month to the 24<sup>th</sup>. The bill for the previous 30 days (month) will be provided electronically within 10 days of the cycle completion. The purchaser will have 30 days from the date the bill was prepared to pay the bill in full. Interest will be applied to all overdue payments. There is no pre-payment or overpayment allowed. All issues concerning the billing process, amounts, charges, and disputes are to be addressed directly with the SCO for resolution. Failure to pay bill in full and in a timely manner may result in termination of contract and possible debarment.

**HAZARDOUS**

Bidder is notified that some property may contain Chemical Agent Resistant Coating Paint (CARC). CARC may contain trivalent chrome, lead, cobalt-zinc, hex methylene, biphenyl diisocyanate and/or other chemicals that may pose a risk to human health if not handled and or processed appropriately. Recommendations on mitigation strategies, safety gear, and PPE is available upon request.

**SAFETY**

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

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

Bidders must be properly registered and licensed to conduct legal and lawful business in the State of Kuwait prior to any contract award. Contract award will not be delayed while bidders obtain the necessary business license.

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

It is the sole 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. Bidders are further advised that it is their sole responsibility to comply with any regulations governing the payment of custom fees and any restrictions on the export of scrap out of the state of Kuwait. The USG will not be held responsible or liable for the bidder failing to be in compliance with any local, state, federal, national, international laws, statutes, rules, and regulations that may apply to this activity.

**OPTION TO EXTEND THE TERM OF THE CONTRACT**

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

**MINIMUM/MAXIMUM AMOUNTS**

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

**CONTACT:**

WILLIE N PAYNE: willie.payne@dla.mil

MINIMUM QUANTITY	25,000	POUNDS
MAXIMUM QUANTITY	150,000,000	POUNDS

**THE FOLLOWING ARTICLES APPLY:**

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

**MINIMUM/MAXIMUM AMOUNTS**

THE FOLLOWING ARTICLES APPLY:

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

**REMOVAL & SAFETY PLAN**

Purchaser must submit a removal and safety plan. Plan must show the purchaser has the capability to safely load and remove all property in item #4 referred to the purchaser. Plan must show purchaser has appropriate personal protective equipment for all its employees.

**SALES CONTRACT/BIDDING**

This is a scrap sales contract. The bidder will be purchasing scrap property from the U.S. Government (USG). At no time will there be a payment by the USG to the purchaser for any services within this contract. The property removed by the purchaser will be scrap property and in poor condition. The purchaser 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.

If, at any time, the purchaser finds this contract is not economically beneficial to it, purchaser may exercise its unilateral right to terminate the contract in accordance with Article PF.

**4. SCRAP ELECTRONICS, PLASTIC AND FIBERGLASS WITH DEMILITARIZATION / MUTILATION PERFORMED BY THE USG:**

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

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

**FOREIGN ATTACHMENTS AND OTHER DEBRIS**

Given the extreme sandy and dusty environment where scrap property is currently located, purchaser is advised that foreign attachments will be included in the weight and sale. It is estimated that no more than 30% of the total removal weight per truck, may contain foreign attachments or other miscellaneous debris. Foreign attachments or debris may include, but will NOT be limited to: cardboard, dirt, sand, water, cloth, rocks, plastic, glass debris, rubber, wood or pallets.

**DEMILITARIZATION, MUTILATION AND CONDITION CODE**

This is a one year scrap sales contract. All property released to purchaser will be DEMIL CODE: A. The property will be SCRAP, so bidder must plan their bid accordingly. It is the sole responsibility of the USG to determine whether the item has been completely Demilitarize and/or Mutilated in accordance with U.S. Government specifications and guidelines and is safe to remove. Determination of what property available for removal will be classified as ITEM 4 will be the sole responsibility of the designated USG representative.

**REMOVAL & SAFETY PLAN**

When USG assistance is not available, purchaser will be required to perform loading using their own equipment and personnel.

**ALL OR NONE BIDDING**

The bidder awarded this contract will be awarded all 7 of the items or none of the items. Bidders must place a bid on each individual item to be considered for award. Each individual item must have its own unique bid to be considered for award. The bid will be determined by using individually weighted cumulative average price of all 7 items. The weighted factor is the percentage of the item in respect to the total historic accumulation.

- Item 1 Unit Bid Price \* 5 = A
- Item 2 Unit Bid Price \* 15 = B
- Item 3 Unit Bid Price \* 20 = C
- Item 4 Unit Bid Price \* 10 = D
- Item 5 Unit Bid Price \* 15 = E
- Item 6 Unit Bid Price \* 20 = F
- Item 7 Unit Bid Price \* 15 = G

A+B+C+D+E+F+G = X

X/7 = Cumulative average

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

**POINTS OF CONTACT**

All issues, concerns, and questions concerning this contract, billing, contract performance, terms/conditions will be directly addressed with the Sales Contracting Officer (SCO) identified on page #2 of this IFB. Direct liaison with a proxy for contractual issues can only be authorized in writing by the SCO.

**USG ASSISTANCE**

When available the USG will assist in the loading of the purchaser's trucks using USG equipment and personnel. In the event USG assistance is not available, purchaser must be both willing and capable of loading using their own equipment and personnel.

**ACCESS TO USG INSTALLATIONS**

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

**SCHEDULING**

Purchaser will be notified within 24 hours with the number and type of trucks needed for removals from Camp Arifjan. For other locations in Kuwait, purchaser will be notified within 48-hours prior to removal with the number and type of trucks needed.

**SCHEDULING**

Purchaser must not wait until the day of loading to inform the USG representative that there is a problem with providing the requested number and type of transport conveyance.

Purchaser or their designated representative MUST be present, available and on-site during each removal operation. USG representative will not be responsible for overseeing, leading, guiding or otherwise, instructing purchaser's drivers or other personnel. Refusal to perform removals may result in adverse actions or termination of contract.

**REMOVAL PRIORITY**

The USG will designate which property will be removed and when. There will be no culling or mixing of property unless authorized by the USG.

**REMOVAL LOCATIONS**

The primary location for removals will be the Camp Arifjan, Kuwait; State of Kuwait. Other locations for removals within the borders of the State of Kuwait may be designated by the SCO during the term of the contract. For other locations in Kuwait, purchaser will be notified at least 48-hours prior to removal with the number and type of trucks needed.

**AWARD CRITERIA**

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

**MULTIPLE AWARDS**

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

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

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

**WEIGHTS AND MEASURES**

All billing for this item will be based on weight (pounds) and item bid price. The method of measure will be the USG scale at Camp Arifjan, Kuwait if available. If available the USG scale will be calibrated 2 times annually and verification of calibration will be provided upon request. In the event the USG scale is not available, or not functional, or cannot be used due to size of truck and/or trailer, a mutually agreed upon estimated weight will be used. This weight must be agreed upon by the designated representative of the purchaser and the USG prior to loading. No property will be loaded or removed until this mutual agreement on estimated weight is attained.

**BILLING**

All billing for this item will be based on weight (pounds) and item bid price. The formula for billing is:

**Lbs. removed X unit bid price per lb. = total amount due.**

This formula will be applied for each item number.

Billing is completed in monthly cycles, from the 25<sup>th</sup> of the month to the 24<sup>th</sup>. The bill for the previous 30 days (month) will be provided electronically within 10 days of the cycle completion. The purchaser will have 30 days from the date the bill was prepared to pay the bill in full. Interest will be applied to all overdue payments. There is no pre-payment or overpayment allowed. All issues concerning the billing process, amounts, charges, and disputes are to be addressed directly with the SCO for resolution. Failure to pay bill in full and in a timely manner may result in termination of contract and possible debarment.

**HAZARDOUS**

Purchaser is notified that some property may contain Chemical Agent Resistant Coating Paint (CARC). CARC may contain trivalent chrome, lead, cobalt-zinc, hex methylene, biphenyl diisocyanate and/or other chemicals that may pose a risk to human health if not handled and or processed appropriately. Recommendations on mitigation strategies, safety gear, and PPE is available upon request.

**SAFETY**

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

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

Bidders must be properly registered and licensed to conduct legal and lawful business in the State of Kuwait prior to any contract award. Contract award will not be delayed while bidders obtain the necessary business license. It is the sole 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. Bidders are further advised that it is their sole responsibility to comply with any regulations governing the payment of custom fees and any restrictions on the export of scrap out of the state of Kuwait. The USG will not be held responsible or liable for the bidder failing to be in compliance with any local, state, federal, national, international laws, statutes, rules, and regulations that may apply to this activity.

**OPTION TO EXTEND THE TERM OF THE CONTRACT**

The USG may extend the term of this contract (ITEM #4) by written notice to the purchaser within 30-days of contract expiration; provided that the USG gives the purchaser a preliminary written notice of its intent to extend at least 60-days before the contract expires.



**OPTION TO EXTEND THE TERM OF THE CONTRACT**

The preliminary notice does not commit or obligate the USG to an extension. Purchaser is under no obligation to accept any proposed contract extension. A purchaser's rejection of an offer to extend the term of the contract, will not affect its relationship with the USG. If mutually agreed upon, the total duration of each option period shall not exceed 12 months. Contract extension will be for the same price as the base contract. The term of this contract for item #4 will not exceed the maximum estimated quantity for **item #4**, identified in clause entitled "MINIMUM/MAXIMUM AMOUNTS."

**MINIMUM/MAXIMUM AMOUNTS**

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

**CONTACT:**

WILLIE N PAYNE: willie.payne@dla.mil

MINIMUM QUANTITY	10,000	POUNDS
MAXIMUM QUANTITY	150,000,000	POUNDS

**THE FOLLOWING ARTICLES APPLY:**

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

**5. METALLIC AND NON-METALLIC SCRAP WITH DEMILITARIZATION / MUTILATION PERFORMED BY THE USG:**

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

This item shall include scrap residue derived from demilitarization and mutilation of various types of property with initial demilitarization codes of A, B, C, D, F and Q. Item may include but will not be limited to: White goods such as refrigerators, washers, dryers, air conditioners, commercial generators, microwaves, power washers, welding machines. This item may also include hand and power tools, hardware items such as nuts, bolts, screws, nails, wire rope, copper wire and chains. In addition, item #5 may also include portable/movable enclosures, shelters, containers, conex, consisting of any and all electrical units, plugs, cords, etc., that are attached with the item. All scrap not otherwise designated as items 1-4 will be designated as item 5.

This item may include scrap metallic and non-metallic residue with foreign attachments and other debris, as outlined in clause titled "FOREIGN ATTACHMENTS AND OTHER DEBRIS". This item may or may not include container or pallet for loading and removal of this item.

**FOREIGN ATTACHMENTS AND OTHER DEBRIS**

Given the extreme sandy and dusty environment where scrap property is currently located, purchaser is advised that foreign attachments will be included in the weight and sale. It is estimated that no more than 30% of the total removal weight per truck, may contain foreign attachments or other miscellaneous debris. Foreign attachments or debris may include, but will NOT be limited to: cardboard, dirt, sand, water, cloth, rocks, plastic, glass debris, rubber, wood or pallets.

**DEMILITARIZATION, MUTILATION AND CONDITION CODE**

This is a one year scrap sales contract. All property released to purchaser will be DEMIL CODE: A. The property will be SCRAP, so bidder must plan their bid accordingly. It is the sole responsibility of the USG to determine whether the item has been completely Demilitarize and/or Mutilated in accordance with U.S. Government specifications and guidelines and is safe to remove. Determination of what property available for removal will be classified as ITEM 5 will be the sole responsibility of the designated USG representative.

**REMOVAL & SAFETY PLAN**

When USG assistance is not available, purchaser will be required to perform loading using their own equipment and personnel. Purchaser must submit a removal and safety plan. Plan must show the purchaser has the capability to safely load and remove all property in item #5 referred to the purchaser. Plan must show purchaser has appropriate personal protective equipment for all its employees.

**SALES CONTRACT/BIDDING**

This is a scrap sales contract. The bidder will be purchasing scrap property from the U.S. Government (USG). At no time will there be a payment by the USG to the purchaser for any services within this contract.

The property removed by the purchaser will be scrap property and in poor condition. The purchaser 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.

If, at any time, the purchaser finds this contract is not economically beneficial to it, purchaser may exercise its unilateral right to terminate the contract in accordance with Article PF.

**ALL OR NONE BIDDING**

The bidder awarded this contract will be awarded all 7 of the items or none of the items. Bidders must place a bid on each individual item to be considered for award.

**ALL OR NONE BIDDING**

Each individual item must have its own unique bid to be considered for award. The bid will be determined by using individually weighted cumulative average price of all 7 items. The weighted factor is the percentage of the item in respect to the total historic accumulation.

- Item 1 Unit Bid Price \* 5 = A
- Item 2 Unit Bid Price \* 15 = B
- Item 3 Unit Bid Price \* 20 = C
- Item 4 Unit Bid Price \* 10 = D
- Item 5 Unit Bid Price \* 15 = E
- Item 6 Unit Bid Price \* 20 = F
- Item 7 Unit Bid Price \* 15 = G

A+B+C+D+E+F+G = X

X/7 = Cumulative average

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

**POINTS OF CONTACT**

All issues, concerns, and questions concerning this contract, billing, contract performance, terms/conditions will be directly addressed with the Sales Contracting Officer (SCO) identified on page #2 of this IFB. Direct liaison with a proxy for contractual issues can only be authorized in writing by the SCO.

**USG ASSISTANCE**

When available the USG will assist in the loading of the purchaser's trucks using USG equipment and personnel. In the event USG assistance is not available, purchaser must be both willing and capable of loading using their own equipment and personnel.

**ACCESS TO USG INSTALLATIONS**

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

**SCHEDULING**

Purchaser will be notified within 24 hours with the number and type of trucks needed for removals from Camp Arifjan. For other locations in Kuwait, purchaser will be notified within 48-hours prior to removal with the number and type of trucks needed.

Purchaser must not wait until the day of loading to inform the USG representative that there is a problem with providing the requested number and type of transport conveyance.

Purchaser or their designated representative MUST be present, available and on-site during each removal operation. USG representative will not be responsible for overseeing, leading, guiding or otherwise, instructing purchaser's drivers or other personnel. Refusal to perform removals may result in adverse actions or termination of contract.

**REMOVAL PRIORITY**

The USG will designate which property will be removed and when. There will be no culling or mixing of property unless authorized by the USG.

**REMOVAL LOCATIONS**

The primary location for removals will be the Camp Arifjan, Kuwait; State of Kuwait. Other locations for removals within the borders of the State of Kuwait may be designated by the SCO during the term of the contract. For other locations in Kuwait, purchaser will be notified at least 48-hours prior to removal with the number and type of trucks needed.

**AWARD CRITERIA**

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

**MULTIPLE AWARDS**

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

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

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

**WEIGHTS AND MEASURES**

All billing for this item will be based on weight (pounds) and item bid price. The method of measure will be the USG scale at Camp Arifjan, Kuwait if available. If available the USG scale will be calibrated 2 times annually and verification of calibration will be provided upon request. In the event the USG scale is not available, or not functional, or cannot be used due to size of truck and/or trailer, a mutually agreed upon estimated weight will be used. This weight must be agreed upon by the designated representative of the purchaser and the USG prior to loading. No property will be loaded or removed until this mutual agreement on estimated weight is attained.

**BILLING**

All billing for this item will be based on weight (pounds) and item bid price. The formula for billing is:

**Lbs. removed X unit bid price per lb. = total amount due.**

This formula will be applied for each item number.

Billing is completed in monthly cycles, from the 25<sup>th</sup> of the month to the 24<sup>th</sup>. The bill for the previous 30 days (month) will be provided electronically within 10 days of the cycle completion.

**BILLING**

The purchaser will have 30 days from the date the bill was prepared to pay the bill in full. Interest will be applied to all overdue payments. There is no pre-payment or overpayment allowed. All issues concerning the billing process, amounts, charges, and disputes are to be addressed directly with the SCO for resolution. Failure to pay bill in full and in a timely manner may result in termination of contract and possible debarment.

**HAZARDOUS**

Purchaser is notified that some property may contain Chemical Agent Resistant Coating Paint (CARC). CARC may contain trivalent chrome, lead, cobalt-zinc, hex methylene, biphenyl diisocyanate and/or other chemicals that may pose a risk to human health if not handled and or processed appropriately. Recommendations on mitigation strategies, safety gear, and PPE is available upon request.

**SAFETY**

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

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

Bidders must be properly registered and licensed to conduct legal and lawful business in the State of Kuwait prior to any contract award. Contract award will not be delayed while bidders obtain the necessary business license. It is the sole 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. Bidders are further advised that it is their sole responsibility to comply with any regulations governing the payment of custom fees and any restrictions on the export of scrap out of the state of Kuwait. The USG will not be held responsible or liable for the bidder failing to be in compliance with any local, state, federal, national, international laws, statutes, rules, and regulations that may apply to this activity.

**OPTION TO EXTEND THE TERM OF THE CONTRACT**

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

**MINIMUM/MAXIMUM AMOUNTS**

The estimated generation for this item is within the minimum and maximum amounts advertised. The specific amounts are unknown as this is a sales contract for future generation of scrap. The generation for this item will fluctuate due to dependence on operational aspects of the worldwide USG mission. Bidders awarded a term scrap sales contract should not assume that they will receive volumes of scrap the same as or similar to that tendered to any other particular offeror.

**MINIMUM/MAXIMUM AMOUNTS**

Bidders are advised that removals may vary and the only quantity the USG guarantees a buyer will receive/remove is the stated minimum. Bidders staffing and operational expenditures in support of this contract are bidder's expenses and the USG will not be held liable for and will in no way, shape, or form pay for any operational expenses incurred by the bidder. The bidder will receive at least the minimum and less than the maximum amounts of this item within the term of the contract.

**CONTACT:**

WILLIE N PAYNE: willie.payne@dla.mil

MINIMUM QUANTITY	15,000	POUNDS
MAXIMUM QUANTITY	150,000,000	POUNDS

**THE FOLLOWING ARTICLES APPLY:**

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

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

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

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

This item shall include all scrap vehicle residue regardless of condition.

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

May or may not include container or pallet for loading and removal of this item. Determination of what property available for removal will be classified as ITEM 6 will be the sole responsibility of the Sales Contracting Officer.

**FOREIGN ATTACHMENTS AND OTHER DEBRIS**

Given the extreme sandy and dusty environment where scrap property is currently located, purchaser is advised that foreign attachments will be included in the weight and sale. It is estimated that no more than 30% of the total removal weight per truck, may contain foreign attachments or other miscellaneous debris. Foreign attachments or debris may include, but will NOT be limited to: cardboard, dirt, sand, water, cloth, rocks, plastic, glass debris, rubber, wood or pallets.

**DEMILITARIZATION, MUTILATION AND CONDITION CODE**

This is a one year scrap sales contract. All property released to purchaser will be DEMIL CODE: A. The property will be SCRAP, so bidder must plan their bid accordingly. It is the sole responsibility of the USG to determine whether the item has been completely Demilitarize and/or Mutilated in accordance with U.S. Government specifications and guidelines and is safe to remove. Determination of what property available for removal will be classified as ITEM 6 will be the sole responsibility of the designated USG representative.

**DEMILITARIZATION/MUTILATION, SAFETY & REMOVAL PLAN**

Purchaser must submit a demilitarization/mutilation, safety, and removal plan. Plan must be approved prior to award. Plan must demonstrate capability to demilitarize/mutilate or alter all property referred to purchaser in this item. Plan must show capability to safely load and remove all property in this item. Plan must show purchaser has appropriate personal protective equipment for all its employees.

**SALES CONTRACT/BIDDING**

This is a scrap sales contract. The bidder will be purchasing scrap property from the U.S. Government (USG). At no time will there be a payment by the USG to the purchaser for any services within this contract. The property removed by the purchaser will be scrap property and in poor condition. The purchaser 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.

If, at any time, the purchaser finds this contract is not economically beneficial to it, purchaser may exercise its unilateral right to terminate the contract in accordance with Article PF.

**ALL OR NONE BIDDING**

The bidder awarded this contract will be awarded all 7 of the items or none of the items. Bidders must place a bid on each individual item to be considered for award. Each individual item must have its own unique bid to be considered for award. The bid will be determined by using individually weighted cumulative average price of all 7 items. The weighted factor is the percentage of the item in respect to the total historic accumulation.

Item 1 Unit Bid Price \* 5 = A  
 Item 2 Unit Bid Price \* 15 = B  
 Item 3 Unit Bid Price \* 20 = C  
 Item 4 Unit Bid Price \* 10 = D  
 Item 5 Unit Bid Price \* 15 = E  
 Item 6 Unit Bid Price \* 20 = F  
 Item 7 Unit Bid Price \* 15 = G

A+B+C+D+E+F+G = X

**ALL OR NONE BIDDING**

X/7 = Cumulative average

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

**POINTS OF CONTACT**

All issues, concerns, and questions concerning this contract, billing, contract performance, terms/conditions will be directly addressed with the Sales Contracting Officer (SCO) identified on page #2 of this IFB. Direct liaison with a proxy for contractual issues can only be authorized in writing by the SCO.

**USG ASSISTANCE**

Purchaser will be notified at least 5 business days in advance when USG assistance is not available and the purchaser must perform Demilitarization, Mutilation and loading.

Purchaser must be willing and capable of performing demilitarization and/or mutilation in accordance with U.S. Government specifications and guidelines, using their own equipment and personnel. Purchaser will be required to perform loading using their own equipment and personnel.

Purchaser must provide all necessary Material Handling Equipment (MHE) to effectively demilitarize and/or mutilate property in accordance with U.S. Government specifications and guidelines.

There will be no USG assistance and/or support provided for any type of maintenance of MHE equipment used by the purchaser in performance of this contract. Purchaser will be required to move any MHE equipment, including gators & Polaris, requiring maintenance to their facility for maintenance service. Regardless of any maintenance issues with purchaser's Material Handling Equipment (MHE), to include gators & Polaris, purchaser will still be required to perform demilitarization/mutilation and loading of property, in accordance with U.S. Government specifications and guidelines.

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

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

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

**ACCESS TO USG INSTALLATIONS**

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

**SCHEDULING**

Purchaser will be notified **within** 24 hours with the number and type of trucks needed for removals from Camp Arifjan. For other locations in Kuwait, purchaser will be notified **within** 48-hours prior to removal with the number and type of trucks needed.

Purchaser must not wait until the day of loading to inform the USG representative that there is a problem with providing the requested number and type of transport conveyance.

Purchaser or their designated representative **MUST** be present, available and on-site during each removal operation. USG representative will not be responsible for overseeing, leading, guiding or otherwise, instructing purchaser's drivers or other personnel. Refusal to perform removals may result in adverse actions or termination of contract.

**REMOVAL PRIORITY**

The USG will designate which property will be removed and when. There will be no culling or mixing of property unless authorized by the USG.

**REMOVAL LOCATIONS**

The primary location for removals will be the Camp Arifjan, Kuwait; State of Kuwait. Other locations for removals within the borders of the State of Kuwait may be designated by the SCO during the term of the contract. For other locations in Kuwait, purchaser will be notified at least 48-hours prior to removal with the number and type of trucks needed.

**AWARD CRITERIA**

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

**MULTIPLE AWARDS**

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

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

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

**MULTIPLE AWARDS**

Given these mission requirements, the SCO shall have unrestricted discretion to assign removals in any manner needed to ensure accomplishment of the Agency's mission requirements.

**WEIGHTS AND MEASURES**

All billing for this item will be based on weight (pounds) and item bid price. The method of measure will be the USG scale at Camp Arifjan, Kuwait if available. If available the USG scale will be calibrated 2 times annually and verification of calibration will be provided upon request. In the event the USG scale is not available, or not functional, or cannot be used due to size of truck and/or trailer, a mutually agreed upon estimated weight will be used. This weight must be agreed upon by the designated representative of the purchaser and the USG prior to loading. No property will be loaded or removed until this mutual agreement on estimated weight is attained.

**BILLING**

All billing for this item will be based on weight (pounds) and item bid price. The formula for billing is:

$$\text{Lbs. removed} \times \text{unit bid price per lb.} = \text{total amount due.}$$

This formula will be applied for each item number.

Billing is completed in monthly cycles, from the 25<sup>th</sup> of the month to the 24<sup>th</sup>. The bill for the previous 30 days (month) will be provided electronically within 10 days of the cycle completion. The purchaser will have 30 days from the date the bill was prepared to pay the bill in full. Interest will be applied to all overdue payments. There is no pre-payment or overpayment allowed. All issues concerning the billing process, amounts, charges, and disputes are to be addressed directly with the SCO for resolution. Failure to pay bill in full and in a timely manner may result in termination of contract and possible debarment.

**HAZARDOUS**

This item will not contain known and identified hazardous waste or hazardous material without prior disclosure. Bidder is notified that some property may contain Chemical Agent Resistant Coating Paint (CARC). CARC may contain trivalent chrome, lead, cobalt-zinc, hex methylene, biphenyl diisocyanate and/or other chemicals that may pose a risk to human health if not handled and or processed appropriately. Recommendations on mitigation strategies, safety gear, and PPE is available upon request.

**SAFETY**

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

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

Bidders must be properly registered and licensed to conduct legal and lawful business in the State of Kuwait prior to any contract award. Contract award will not be delayed while bidders obtain the necessary business license. It is the sole 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. Bidders are further advised that it is their sole responsibility to comply with any regulations governing the payment of custom fees and any restrictions on the export of scrap out of the state of Kuwait. The USG will not be held responsible or liable for the bidder failing to be in compliance with any local, state, federal, national, international laws, statutes, rules, and regulations that may apply to this activity.

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

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

**OPTION TO EXTEND THE TERM OF THE CONTRACT**

The USG may extend the term of this contract (ITEM #6) by written notice to the purchaser within 30-days of contract expiration; provided that the USG gives the purchaser a preliminary written notice of its intent to extend at least 60-days before the contract expires. The preliminary notice does not commit or obligate the USG to an extension. Purchaser is under no obligation to accept any proposed contract extension. A purchaser's rejection of an offer to extend the term of the contract, will not affect its relationship with the USG. If mutually agreed upon, the total duration of each option period shall not exceed 12 months. Contract extension will be for the same price as the base contract. The term of this contract for item #6 will not exceed the maximum estimated quantity for item #6, identified in clause entitled "MINIMUM/MAXIMUM AMOUNTS."

**MINIMUM/MAXIMUM AMOUNTS**

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

**CONTACT:**

WILLIE N PAYNE: willie.payne@dla.mil

MINIMUM QUANTITY	0,000	POUNDS
MAXIMUM QUANTITY	150,000,000	POUNDS

**THE FOLLOWING ARTICLES APPLY:**

- PART 05-I: Military Munitions List Items (MLI)
- PART 05-K: Munitions List and Commerce Control List Items (MLI/CCLI) Compliance
- PART 06-A: Demilitarization or Mutilation on Government Premises
- PART 06-D: Change in Contract Requirements
- PART 07-E: Dangerous Property
- PART 08-A: Taxes and Duties
- PART 08-B: Importation Restrictions
- PART 08-C: Compliance with Laws, Restrictions, Limitations, Obtaining of Licenses, Etc.
- PART 08-E: Representation of Non-Collusion
- PART 08-F: Import Certificate and Delivery Verification (IC/DV)
- PART 08-G: Disposition and Use of Property
- PART 08-H: Special Waste Notice
- PART 08-I: Transporting Dangerous Goods
- PART 08-J: Liability and Insurance
  - B08: Demilitarization
  - B15: Pre-Payment and Payment on Term Contracts
  - B27: Hold Harmless Condition
  - FE: Furnished Equipment

**MINIMUM/MAXIMUM AMOUNTS**

THE FOLLOWING ARTICLES APPLY:

- KC: Illicit Acts
- LM: Inspection of Contract Performance
- MD: Partial Removal
- MM: Minimum and Maximum Quantities
- PB: Denied Areas/Exceptions/Commodity Restrictions
- PC: Failure to Perform
- PD: Failure to Remove
- PE: Title
- PF: Termination
- PI: Mutilation
- SF: Safety

**7. METALLIC AND NON-METALLIC SCRAP NON-VEHICULAR RELATED WITH DEMILITARIZATION AND/OR MUTILATION PERFORMED BY THE PURCHASER:**

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

This item shall include scrap residue derived from demilitarization and mutilation of various types of property with initial demilitarization codes of A, B, C, D, F and Q. Item may include but will not be limited to: White goods such as refrigerators, washers, dryers, air conditioners, commercial generators, microwaves, power washers, welding machines. This item may also include hand and power tools, hardware items such as nuts, bolts, screws, nails, wire rope, copper wire and chains.

In addition, item #7 may also include portable/movable enclosures, shelters, containers, conex, consisting of any and all electrical units, plugs, cords, etc., that are attached with the item. All scrap not otherwise designated as item 6 will be designated as item 7. This item may include scrap metallic and non-metallic residue with foreign attachments and other debris, as outlined in clause titled "FOREIGN ATTACHMENTS AND OTHER DEBRIS". This item may or may not include container or pallet for loading and removal of this item.

**FOREIGN ATTACHMENTS AND OTHER DEBRIS**

Given the extreme sandy and dusty environment where scrap property is currently located, purchaser is advised that foreign attachments will be included in the weight and sale. It is estimated that no more than 30% of the total removal weight per truck, may contain foreign attachments or other miscellaneous debris. Foreign attachments or debris may include, but will NOT be limited to: cardboard, dirt, sand, water, cloth, rocks, plastic, glass debris, rubber, wood or pallets.

**DEMILITARIZATION, MUTILATION AND CONDITION CODE**

This is a one year scrap sales contract. All property released to purchaser will be DEMIL CODE: A. The property will be SCRAP, so bidder must plan their bid accordingly. It is the sole responsibility of the USG to determine whether the item has been completely Demilitarize and/or Mutilated in accordance with U.S. Government specifications and guidelines and is safe to remove. Determination of what property available for removal will be classified as ITEM 7 will be the sole responsibility of the designated USG representative.

**DEMILITARIZATION/MUTILATION, SAFETY & REMOVAL PLAN**

Purchaser must submit a demilitarization/mutilation, safety, and removal plan. Plan must be approved prior to award. Plan must demonstrate capability to demilitarize/mutilate or alter all property referred to purchaser in this item. Plan must show capability to safely load and remove all property in this item. Plan must show purchaser has appropriate personal protective equipment for all its employees.

**SALES CONTRACT/BIDDING**

This is a scrap sales contract. The bidder will be purchasing scrap property from the U.S. Government (USG). At no time will there be a payment by the USG to the purchaser for any services within this contract. The property removed by the purchaser will be scrap property and in poor condition. The purchaser 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.

If, at any time, the purchaser finds this contract is not economically beneficial to it, purchaser may exercise its unilateral right to terminate the contract in accordance with Article PF.

**ALL OR NONE BIDDING**

The bidder awarded this contract will be awarded all 7 of the items or none of the items. Bidders must place a bid on each individual item to be considered for award. Each individual item must have its own unique bid to be considered for award. The bid will be determined by using individually weighted cumulative average price of all 7 items. The weighted factor is the percentage of the item in respect to the total historic accumulation.

Item 1 Unit Bid Price \* 5 = A  
 Item 2 Unit Bid Price \* 15 = B  
 Item 3 Unit Bid Price \* 20 = C  
 Item 4 Unit Bid Price \* 10 = D  
 Item 5 Unit Bid Price \* 15 = E  
 Item 6 Unit Bid Price \* 20 = F  
 Item 7 Unit Bid Price \* 15 = G

A+B+C+D+E+F+G = X

X/7 = Cumulative average

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

**POINTS OF CONTACT**

All issues, concerns, and questions concerning this contract, billing, contract performance, terms/conditions will be directly addressed with the Sales Contracting Officer (SCO) identified on page #2 of this IFB. Direct liaison with a proxy for contractual issues can only be authorized in writing by the SCO.

**USG ASSISTANCE**

Purchaser will be notified at least 5 business days in advance when USG assistance is not available and the purchaser must perform Demilitarization, Mutilation and loading. Purchaser must be willing and capable of performing demilitarization and/or mutilation in accordance with U.S.

Government specifications and guidelines, using their own equipment and personnel. Purchaser will be required to perform loading using their own equipment and personnel. Purchaser must provide all necessary Material Handling Equipment (MHE) to effectively demilitarize and/or mutilate property in accordance with U.S. Government specifications and guidelines.

There will be no USG assistance and/or support provided for any type of maintenance of MHE equipment used by the purchaser in performance of this contract. Purchaser will be required to move any MHE equipment, including gators & Polaris, requiring maintenance to their facility for maintenance service. Regardless of any maintenance issues with purchaser's Material Handling Equipment (MHE), to include gators & Polaris, purchaser will still be required to perform demilitarization/mutilation and loading of property, in accordance with U.S. Government specifications and guidelines.

**USG ASSISTANCE**

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

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

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

**ACCESS TO USG INSTALLATIONS**

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

**SCHEDULING**

Purchaser will be notified **within** 24 hours with the number and type of trucks needed for removals from Camp Arifjan. For other locations in Kuwait, purchaser will be notified **within** 48-hours prior to removal with the number and type of trucks needed.

Purchaser must not wait until the day of loading to inform the USG representative that there is a problem with providing the requested number and type of transport conveyance.

Purchaser or their designated representative **MUST** be present, available and on-site during each removal operation. USG representative will not be responsible for overseeing, leading, guiding or otherwise, instructing purchaser's drivers or other personnel. Refusal to perform removals may result in adverse actions or termination of contract.

**REMOVAL PRIORITY**

The USG will designate which property will be removed and when. There will be no culling or mixing of property unless authorized by the USG.

**REMOVAL LOCATIONS**

The primary location for removals will be the Camp Arifjan, Kuwait; State of Kuwait. Other locations for removals within the borders of the State of Kuwait may be designated by the SCO during the term of the contract. For other locations in Kuwait, purchaser will be notified at least 48-hours prior to removal with the number and type of trucks needed.

**AWARD CRITERIA**

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

**MULTIPLE AWARDS**

The U.S. Government may make multiple awards of this item in order to have sufficient capability to conduct ongoing removals without breaks in service to the USG in Kuwait regardless of the contingencies that individual contractors may experience.

**MULTIPLE AWARDS**

Accordingly, the number of contracts awarded for this item is not pre-determined. The USG may award one or several contracts for this item and it may award to only the highest priced offers or it may award to every responsive, responsible bidder who submits a bid to the USG it determines to be reasonable.

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

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

**WEIGHTS AND MEASURES**

All billing for this item will be based on weight (pounds) and item bid price. The method of measure will be the USG scale at Camp Arifjan, Kuwait if available. If available the USG scale will be calibrated 2 times annually and verification of calibration will be provided upon request.

In the event the USG scale is not available, or not functional, or cannot be used due to size of truck and/or trailer, a mutually agreed upon estimated weight will be used. This weight must be agreed upon by the designated representative of the purchaser and the USG prior to loading. No property will be loaded or removed until this mutual agreement on estimated weight is attained.

**BILLING**

All billing for this item will be based on weight (pounds) and item bid price. The formula for billing is:

$$\text{Lbs. removed} \times \text{unit bid price per lb.} = \text{total amount due.}$$

This formula will be applied for each item number.

Billing is completed in monthly cycles, from the 25<sup>th</sup> of the month to the 24<sup>th</sup>. The bill for the previous 30 days (month) will be provided electronically within 10 days of the cycle completion. The purchaser will have 30 days from the date the bill was prepared to pay the bill in full. Interest will be applied to all overdue payments. There is no pre-payment or overpayment allowed. All issues concerning the billing process, amounts, charges, and disputes are to be addressed directly with the SCO for resolution. Failure to pay bill in full and in a timely manner may result in termination of contract and possible debarment.

**HAZARDOUS**

Purchaser is notified that some property may contain Chemical Agent Resistant Coating Paint (CARC). CARC may contain trivalent chrome, lead, cobalt-zinc, hex methylene, biphenyl

**HAZARDOUS**

diisocyanate and/or other chemicals that may pose a risk to human health if not handled and or processed appropriately. Recommendations on mitigation strategies, safety gear, and PPE is available upon request.

**SAFETY**

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

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

Bidders must be properly registered and licensed to conduct legal and lawful business in the State of Kuwait prior to any contract award. Contract award will not be delayed while bidders obtain the necessary business license. It is the sole 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. Bidders are further advised that it is their sole responsibility to comply with any regulations governing the payment of custom fees and any restrictions on the export of scrap out of the state of Kuwait. The USG will not be held responsible or liable for the bidder failing to be in compliance with any local, state, federal, national, international laws, statutes, rules, and regulations that may apply to this activity.

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

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

**OPTION TO EXTEND THE TERM OF THE CONTRACT**

The USG may extend the term of this contract (ITEM #7) by written notice to the purchaser within 30-days of contract expiration; provided that the USG gives the purchaser a preliminary written notice of its intent to extend at least 60-days before the contract expires. The preliminary notice does not commit or obligate the USG to an extension. Purchaser is under no obligation to accept any proposed contract extension. A purchaser's rejection of an offer to extend the term of the contract, will not affect its relationship with the USG. If mutually agreed upon, the total duration of each option period shall not exceed 12 months. Contract extension will be for the same price as the base contract. The term of this contract for item #7 will not exceed the maximum estimated quantity for item #7, identified in clause entitled "MINIMUM/MAXIMUM AMOUNTS."

**MINIMUM/MAXIMUM AMOUNTS**

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



MINIMUM/MAXIMUM AMOUNTS

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

MINIMUM QUANTITY	0,000	POUNDS
MAXIMUM QUANTITY	150,000,000	POUNDS

A: DEMIL CODES  
<http://www.dispositionsservices.dla.mil/sales/Pages/forms-references.aspx>

B: FEDERAL CONDITION CODES  
<http://www.dispositionsservices.dla.mil/sales/Pages/forms-references.aspx>

THE FOLLOWING ARTICLES APPLY:

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

C: FREEDOM OF INFORMATION ACT  
<http://www.dla.mil/foia-privacy/Pages/default.aspx>

D: SALE BY REFERENCE JULY 2012 (Updated Edition)  
<http://www.dispositionsservices.dla.mil/sales/Pages/forms-references.aspx>

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## Demilitarization Codes/Requirements

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

Code	Explanation
A	Non-United States Munitions List (USML)/non Commerce Control List (CCL) Item. <b>No demilitarization required. No Trade Security Controls required.</b> Department of Commerce may impose licensing requirement to certain destinations.
B	USML Items - Mutilation to the point of scrap required worldwide.
C	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.
P	USML Items - <b>DEMIL-required.</b> Security Classified Items.
Q	CCL Items - <b>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.</b>

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

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

## CONDITION CODES - SUPPLY (Assigned by Generating Activity)

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

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

**V**

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

**NOTE:**

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

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

See DRMS pamphlet, *Sale by Reference, July 2012*, for General Information and Instructions 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. Forms must be typewritten or prepared in ink or indelible pencil, and signed by the person submitting the bid. Envelopes containing the bids must be sealed and identified by the name and address of the bidder, the number of the sale, and the date and hour of the bid opening. (See following format.)

NAME

ADDRESS

CITY ST ZIP

POSTAGE REQUIRED

SCO, DLA DISPOSITION SERVICES  
 BID ROOM, NATIONAL SALES  
 OFFICE  
 74 WASHINGTON AVE. N  
 BATTLE CREEK, MI 49037-3092

SALE NUMBER: 39-4603  
 BID OPENING DATE: December 4, 2014; 3:00 PM Kuwait Standard Time  
 BIDDER IDENTIFICATION NUMBER: 805-FILL-IN-YOUR-NUMBER

**19. Bids may be submitted via:**

- A. U.S. Mail—Users of the U.S. Postal Service (including USPS Express Mail)
- B. Express Mail/Hand Carried Bids—Users of Express Mail Services and hand carried bids.
- C. Electronic mail (email) - submit Item Bid Page to [dmssalesbids@dla.mil](mailto:dmssalesbids@dla.mil) NOTE: It is the bidder's responsibility to confirm receipt of email bids (via phone or email)
- 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 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. Personal Checks:** Personal checks will be accepted for payments of debts, interest, liquidated damages, overages and storage charges, for amounts of \$25.00 or less. Make checks payable to the U.S. Treasury.

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

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

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

## Inspection Dates and Times

NO PRE-BID OR AWARD INSPECTION ALLOWED



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

The General Information and Instructions and General and Special Conditions of Sale are hereby incorporated by reference and become a part of this Invitation for Bids and any contract resulting from acceptance of bid submitted pursuant to this Invitation for Bids as fully as though such Instructions, Term and Conditions had been specifically set forth herein. The Instructions, Term and Conditions are contained in 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 DRMS Web site, <http://www.dispositionsservices.dla.mil/sales/forms-references.shtml> or upon request from the Defense Logistics Information Service Freedom of Information Office. Their address is DLIS/VSM, 74 Washington Avenue N, Suite 7, Battle Creek, MI 49037-3084.

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

DRMS 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.
- Part 4: **Special Sealed Bid Term Conditions** (Standard Form 114C-2, Jan. 70 Ed). All conditions, except Article A.
- 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:

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**CONDITIONS OF SALE - SEALED BID - CONTINUED****Articles****ARTICLE B08: DEMILITARIZATION**

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

When USG assistance is not available the purchaser must submit a demilitarization plan which must be approved by the U.S. Government. For those items requiring demilitarization, the plan must address the method and type of demilitarization.

Demilitarization will be affected in the manner and to the degree set forth below: Items requiring demilitarization will be identified by the Government. The degree and method of demilitarization will then be prescribed by a Government representative. The degree and method will render the item so that proper demilitarization has been completed in accordance with current demilitarization and mutilation regulations and guidance, and the items only value is that of its basic material content.

**ARTICLE B15: PRE-PAYMENT AND PAYMENTS ON TERM CONTRACTS**

(a) For each line item awarded, a pre-payment of 20% of the total price estimated for the contract term minimum generation is required and must be submitted within 10 working days after award of contract or sooner if purchaser is notified that property is available for removal and must be removed within the specified timeframe stated in the Invitation for Bid. No property will be released to the purchaser or his duly authorized agent, until the SCO has received verification or confirmation that the purchaser's pre-payment has been received by DLA Finance Office. The Pre-payment submitted by the Purchaser will be retained by the Government and applied against the last delivery affected under the contract.

(b) All payments, including those for storage charges, liquidated damages and interest must be in U.S. currency. Acceptable payments may be made by cash, cashier's check, certified check, traveler's check, bank draft, money order or credit card (Master Card, Visa, Discover Card, American Express) or debit card (Master Card and Visa). When a credit/debit card is used as payment, the credit card number, the name as printed on the credit card, and the expiration date must be provided. If more than one credit card is used, the bidder must identify the exact monetary amount to be applied against each credit card. **NOTE:** The maximum dollar amount allowed for credit card transaction is \$49,999. You may not split individual transactions greater than \$49,999 into two or more transactions over one or multiple days. Any attempts to do multiple transactions on the same day with the same credit card that causes the total charge to exceed the limit of \$49,999 will be rejected. There is no maximum dollar amount for debit card transactions. Bidders whose payment is accompanied by a letter of credit or who have on file an approved bid bond (SF 24 or SF 34) may make their payments by uncertified personal or company checks, but only up to an amount equal to the penal sum of their bond or the amount of their letter of credit.

(c) If for any reason, a bidder's personal or company check is not honored for payment by the payer bank upon initial presentation for payment by the processing bank, the Government may, after notifying the bidder, require the bidder to make all future payments by cash, cashier's check, certified check, traveler's check, bank draft or money order.

**ARTICLE B27: HOLD HARMLESS CONDITION**

The purchaser shall hold and save the Government and its personnel free and harmless from liability of any nature or kind occasioned by operations of the purchaser on 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 LM: INSPECTION OF CONTRACT PERFORMANCE**

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

**ARTICLE MD: PARTIAL REMOVAL**

If the purchaser effects partial removal and fails to remove the remainder of the item within the specified time for removal, a Notice of Default will be furnished 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 and may receive orders for quantities up to the maximum amount specified.

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

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

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

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

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

(Applicable to All Items)

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

#### **ARTICLE PC: FAILURE TO PERFORM**

Notwithstanding the provisions of Condition F of Part 4, Special Sealed Bid Term Conditions of the DRMS pamphlet "Sale by Reference", July 2012, entitled "Failure to Perform", the Government shall be entitled to retain or collect as liquidated damages a sum equal to 20% 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 DRMS pamphlet "Sale by Reference", July 2012, entitled "Default", if the Purchaser, after notification in accordance with the terms of the contract, fails to effect removal of the property being sold herein, the U.S. Government may, at its option and without further notice to the Purchaser, dispose of such property as it may endanger the public health or safety or constitutes a nuisance. The Purchaser shall be responsible for all costs incurred by the U.S. Government for such disposal.

#### **ARTICLE PE: TITLE**

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

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

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

#### **ARTICLE PI: MUTILATION**

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

to the USG in the case that USG assistance is not available. Title will not pass to the Purchaser until mutilation has been completed and approved by the Sales Contracting Officer or his authorized representative.

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

It is the Purchaser's responsibility to follow all host installation and local country rules and regulations with regard to safety and Personal Protective Equipment (PPE). Any deficiencies as a result of an inspection must be corrected prior to the resumption of work. PPE such as safety boots, gloves, safety helmets, reflective vest/belt 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.

If the delivered transportation conveyance is deemed unsafe to load, the USG may refuse to load contractor's transportation conveyance. If after contractor's transportation conveyance is loaded and it is determined that the load is unsafe and/or unstable, the USG may unload, adjust and/or remove a portion of the load to insure that safety is maintained.

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

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

#### **SAFETY PRECAUTIONS IN MUTILATION BY TORCH CUTTING**

1. Mutilation by torch cutting is inherently hazardous. High order and low order explosions may occur in torch cutting closed chambers such as tanks, accumulators, recoil mechanism components, aircraft struts, hollow rods or hollow valve stems, even though the components are not under pressure or have had small holes drilled in them.

2. An explosive condition may result from the heat of the torch vaporizing oil, paint or components inside the component. In addition, gases from the cutting torch may enter the hollow space, either adding to or creating a highly explosive condition.

3. In torch cutting it must be realized that components under spring pressure may become dangerous upon sudden release of the spring holding construction.

4. Safety precautions are also necessary where flammable materials or materials such as sodium and magnesium are involved in the torch cutting operation.

5. Precautions against the hazards of torch cutting should include isolation of the working area, a technical knowledge of the construction of the component to be torch cut, and remote control of the cutting operation, when required.

6. All fuel oil and hydraulic fluid tanks, reservoirs and lines that may be affected by the heat from torch cutting must be drained, flushed and purged prior to mutilation. A 72 hour notice is required prior to removal of property.

Purchaser must abide by all host safety rules and regulations. If inspected by host safety office, it is the Purchaser's responsibility to correct the deficiencies by the timeframe specified in the report.



# Sale of Government Property Item Bid and Award Page

Address your bid to:  
DLA Disposition Services  
Bid Room, National Sales Office  
74 Washington Ave. N  
Battle Creek, MI 49037-3092  
Sale No: 39-4603

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

Date: December 4, 2014; 3:00 PM Kuwait Standard Time

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

1. TERMS AND CONDITIONS
  - General Sale Terms and Conditions, SF 114C, Jun. 86 ed.; and Special Sealed Bid Conditions, SF 114C-1, Jan. 1970 ed
  - Terms/conditions incorporated herein by reference;
  - Special terms/conditions incorporated into the Invitation for Bid;
2. PAYMENT REQUIREMENTS
  - Bidder is required to pay for any or all of the items listed on the Item Bid Page(s) at the price bid for each item, in accordance with Articles B15 & 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 45 calendar days) to pay for and remove the property. The total amount is \$\_\_\_\_\_.

**THE BIDDER (Check appropriate boxes)**

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

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

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

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

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

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

# Sale of Government Property

## Item Bid and Award Page

Enter a price per item number in the "Bid Price per Pound" column.

### Price per Pound.

Item Number	Bid Price per Pound	Weighted Factor
1		5
2		15
3		20
4		10
5		15
6		20
7		15

### ALL OR NONE BIDDING

The bidder awarded this contract will be awarded all 7 of the items or none of the items. Bidders must place a bid on each individual item to be considered for award. Each individual item must have its own unique bid to be considered for award. *The cumulative average will be the bid price considered along with responsiveness, responsibility, and other factors in determining the award.*

- Item 1 Unit Bid Price \* 5 = A
- Item 2 Unit Bid Price \* 15 = B
- Item 3 Unit Bid Price \* 20 = C
- Item 4 Unit Bid Price \* 10 = D
- Item 5 Unit Bid Price \* 15 = E
- Item 6 Unit Bid Price \* 20 = F
- Item 7 Unit Bid Price \* 15 = G

$A+B+C+D+E+F+G = X$

$X/7 = \text{Cumulative average}$

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

**EXAMPLE:**

ITEM NUMBER	UNIT BID PRICE	WEIGHTED FACTOR	TOTAL
Item 1	.10	<b>5</b>	0.50
Item 2	.05	<b>15</b>	0.75
Item 3	.15	<b>20</b>	3.00
Item 4	.05	<b>10</b>	0.50
Item 5	.15	<b>15</b>	2.25
Item 6	.13	<b>20</b>	2.60
Item 7	.11	<b>15</b>	1.65

**Cumulative average = 1.61**

$11.25 / 7 =$  The cumulative average will be the bid price considered along with responsiveness, responsibility, and other factors in determining the award.

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

Bid number: (To be filled in by sales office)		Name of bidder and identification number, if applicable (type or print)
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## PRIVACY ACT NOTICE

In accordance with Privacy Act (5 U.S.C 552a), the following notice is provided: The information requested on this form is collected pursuant to section 31001 of the Debt Collection Improvement Act of 1996 (Pub.L. 104-134) for purposes of collecting and

reporting on any delinquent amounts arising under or relating to any contract awarded to you as a result of this sale. The information collected is mandatory. Failure to provide the information prior to contract award will result in rejection of your bid or offer. Routine uses which may be made of the collected information are as follows:

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

## Credit Card Information

### Please Note

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

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

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

### (Please type or legibly print information)

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Company Name:

Card Holder Name:

Address:

City: \_\_\_\_\_, State: \_\_\_\_\_, Zip Code: \_\_\_\_\_

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

Credit Card Number:

Expiration Date: Month \_\_\_\_\_, Year \_\_\_\_\_

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

Contract Number(s):

Authorized Signature: \_\_\_\_\_, Date: \_\_\_\_\_

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

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

<p align="center"><b>END-USE CERTIFICATE</b></p> <p align="center"><i>(STATEMENT REGARDING DISPOSITION AND USE OF PROPERTY)</i></p> <p align="center"><i>(Please read Privacy Act Statement on page 2 before completing this form.)</i></p> <p align="center"><i>If additional space is required, use separate sheets and identify by Block Number.)</i></p> <p align="center"><b>TYPE OR PRINT ALL INFORMATION</b></p>	<b>FOR AGENCY USE ONLY</b>				Form Approved OMB No. 0704-0382 Expires Jan 31, 2016	
	TSC	PRIMARY	SUB-PURCHASER			
	CLD	PURCHASER	1	2		3
YES						
NO						

The public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Defense, Washington Headquarters Services, Executive Services Directorate, Information Management Division, 4800 Mark Center Drive, East Tower, Suite 02G09, Alexandria, VA 22350-3100 (0704-0382). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. RETURN COMPLETED FORM TO THE OFFICE STATED ON THE IFB, SOLICITATION OR PROPOSAL.

**INSTRUCTIONS:** This form must be fully completed by all applicants for United States Munitions List items (USML)/Commerce Control List items (CCLI) prior to acceptance by the U.S. Government and constitutes an integral part of this bid. The information given must be true and correct and will become a part of this contract. Every block MUST have an entry. If necessary, insert "NONE", "SAME AS BLOCK X" or "NOT APPLICABLE" (do not use "N/A"). If the applicant is acting solely as an Agent, a DLA Form 1822 must be signed by the Principal. The term Approving Official is used to indicate the person authorized to act for the U.S. Government (Sales Contracting Officer Plant Clearance Officer or other designated individual). FOR ALL SALES OF PROPERTY APPROVED BY PLANT CLEARANCE OFFICERS UPON THE REMOVAL OF THE PROPERTY, ALL DOCUMENTATION REQUIRED BY THIS FORM WILL BE FORWARDED TO THE IDENTIFIED TRADE SECURITY CONTROL OFFICE.

The following applies to all property subject of sale using this form: the use, disposition, export, or re-export of this property, is subject to the publications, penalties, and other provisions of the economic programs administered by the Office of Foreign Assets Control, U.S. Treasury Department, 31 CFR Chapter V

THIS STATEMENT IS SUBMITTED IN CONNECTION WITH: <input type="checkbox"/> SALE <input type="checkbox"/> EXCHANGE <input type="checkbox"/> OTHER:	LINE ITEM NUMBER/COMMODITY
NAME (Last, First, Middle)	SSN/ALIEN CARD NO./COUNTRY ID

DATE OF BIRTH (MM/DD/YY)	PLACE OF BIRTH (City or County, State, Country)	TELEPHONE NUMBER (include Area Code)
--------------------------	---	--------------------------------------

MAILING ADDRESS	PHYSICAL ADDRESS
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**SECTION I. GENERAL INFORMATION**  
 APPLICABILITY. This statement applies to the property for which we have submitted our bid/offer pursuant to the above identified invitation.

1. TYPE OF FIRM <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)			
2. NATURE OF END-USER'S BUSINESS	3. NATURE OF PRINCIPAL'S BUSINESS	4. FIRM'S ID/FEDERAL TAX NUMBER	
5. BUSINESS/CORPORATION HEADQUARTERS		6. BRANCH OFFICE	
A. NAME		A. NAME	
B. ADDRESS (Physical location)		B. ADDRESS (Physical location)	

7. ALL CORPORATE OFFICERS, PARTNERS AND/OR AGENTS ARE TO PROVIDE, ON SEPARATE SHEETS OF PAPER, THEIR NAMES, ADDRESSES, SSNs, DATES AND PLACES OF BIRTH. FAILURE TO PROVIDE THIS INFORMATION COULD RESULT IN SIGNIFICANT DELAY OR DENIAL OF THE AWARD. (See attached)

**SECTION II. END USE/USER INFORMATION.** If this is a negotiated exchange, identify the property being exchanged:

1. PURPOSE. THE PROPERTY REFERRED TO IN ABOVE IFB/OFFER NUMBER WILL BE UTILIZED FOR THE FOLLOWING: Enter and 'X' in the appropriate item(s) below. In the case of resale, Item 1.F. or 1.G. MUST be marked.		
<input type="checkbox"/> A. Retention for the following specific use (see note):	<input type="checkbox"/> B. Resold in the form received for the following use (see note):	<input type="checkbox"/> C. The property will not be sold or otherwise disposed of for use outside of the United States or to non-U.S. Citizens/Nationals in the United States.
<input type="checkbox"/> D. The property may be exported or re-exported in the form received to the following country/countries:	<input type="checkbox"/> E. Resale after following alteration (description of final production: _____ in (Country/Countries): _____ and distribution in (Country/Countries): _____	<input type="checkbox"/> F. If sold, name, address, and telephone number of sub-purchaser(s):
<input type="checkbox"/> G. The customers are unknown at this time. If required by the contract/transfer document, I will obtain prior written approval for the resale of any of the property covered by this contract.		

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

**NOTE:** Example of specific uses: AIRCRAFT. The bidder/recipient certifies that the aircraft will be used: as a flyable aircraft; as a nonflyable aircraft to be used only for parts, display, or ground instruction, etc.; for resale as a flyable aircraft.

**SECTION III. UNDERSTANDING AND NOTIFICATIONS**

1. The use, disposition, export and re-export of this property is subject to all applicable U.S. Laws and Regulations, including but not limited to the Arms Export Control Act (22 USC 2751 et seq.); Export Administration Act of 1979 (50 USC App.2401 et seq.) as continued under Executive Order 12924; International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.) and the Espionage Act (18 USC 793 et seq.); which, among other things, prohibit:

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

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

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

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

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

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

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

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

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

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

- A. The subject of an indictment for or has been convicted of violating any of the U.S. Criminal statutes enumerated in 22 CFR 120.27 since the effective date of the Arms Export Control Act, Public Law 94-329, 90 Stat. 729 (June 30, 1976) ; or
- B. Ineligible to contract with, or to receive, a license or other approval from any agency of the U.S. Government.

4. The person signing this DLA Form 1822 is:

- a Citizen of the United States of America, or
- lawfully admitted to the United States for Permanent Residence and maintains such residence under the Immigration and Nationality Act, as amended (8 USC 1101 (a), 20, 60 Stat. 163) , or
- a Citizen of \_\_\_\_\_, and/or
- is an official of a foreign government entity in the United States.

A. NAME (Type of Print)	B. SIGNATURE*	C. DATE SIGNED
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**PRIVACY ACT STATEMENT**

**Authority:** 10 U.S.C. 133, Under Secretary of Defense for Acquisition, Technology, and Logistics, 22 U.S.C. 2751-2799, Arms Export Control 50 App. U.S.C. 2401 et seq., Export Administration, E.O. 12738 and E.O. 12951, Export Controls, 22 CFR 122, 15 CFR 762, 41 CFR 101 and 102, DoD Directive 2040.3, End Use Certificates (EUCS) DoD Instruction 2030.08 Implementation of Trade Security Controls (TSC) for Transfers of DoD U.S. Munitions List (USML) and Commerce Control List (CCL) Personal Property to Parties Outside DoD Control, DoD Instruction 2040.02, International Transfers of Technology, Articles, and Services DoD Instruction 4161.2, Management, Control and Disposal of Government Property in the Possession of Contractors, DoD 4160.21-M Defense Materiel Disposition Manual, DoD Manual 4160.28, Defense Demilitarization and E.O. 9397 (SSN) as amended.

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

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

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

**Rules of use:** Rules for collecting, using, retaining, and safeguarding this information are contained in DLA Privacy Act system of records notice S640 46, entitled "End Use Certificates" available at <http://dpcto.defense.gov/privacy/SORNs/component/dla/S640-45.html>

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

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

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

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

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

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

**Every block on the EUC must have an entry.**

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

**PAGE 1**

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

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

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

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

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

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

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

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

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

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

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

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

**7. TELEPHONE NUMBER:** (Include Area Code).

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

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

- P.O.Box
- Mail Service

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

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

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

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

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

## **SECTION I. GENERAL INFORMATION**

### **10. BLOCK 1. TYPE OF FIRM:**

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

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

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

### **12. BLOCK 3 - NATURE OF PRINCIPAL’S BUSINESS**

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

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

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

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

## **BLOCK 5 – BUSINESS/CORPORATION HEADQUARTERS**

### **14. BLOCK 5A - NAME:**

If bid is by an individual, enter "Not Applicable".

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

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

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

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

### **BLOCK 6 - BRANCH OFFICE:**

#### **16. BLOCK 6A - NAME:**

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

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

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

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

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

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

You **MUST** provide:

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



- Current Home physical address.

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

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

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

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

## **SECTION II. END-USERS/USER INFORMATION**

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

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

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

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

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

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

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

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

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

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

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

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

- Describe the altered product;

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

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

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

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

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

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

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

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

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

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

**PAGE 2**

### **SECTION III - UNDERSTANDING AND NOTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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**CERTIFICATION FOR EXPENDED SMALL ARMS CARTRIDGE CASES  
& ALL OTHER ITEMS WHERE DEMIL CODE "E" APPLIES**

**(BIDDER MUST SIGN)**

Items offered for sale in this invitation contain ammunition components consisting of cartridge and shell casings which are subject to the International Traffic In Arms Regulations set forth in subchapter M of 22 code of Federal Regulations (22 Code of Federal Regulations (22 CFR 120.1 et seq.) These regulations, in part, require that prior to the above items being exported from the United States, they must be rendered useless beyond the possibility of restoration for use as a cartridge or shell casing, by means of heating, flame treatment, mangling, crushing, cutting or popping. 22 CFR 121.6

For all other items where DEMIL Code "E" applies, e.g. Tank Track, Road Wheels, Etc. these items must be totally destroyed prior to export and must be rendered useless beyond the possibility of restoration.

The undersigned represents warrants and certifies that he is aware of the provisions of the above regulations and represents, warrants and agrees that he will comply with them if any of these items or any portion thereof, are ultimately exported from the United States.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**DEFENSE LOGISTICS AGENCY  
DISPOSITION SERVICES CENTRAL  
CAMP ARIFJAN, KUWAIT  
APO AE 09366**

December 4, 2014

DLA –Disposition Svcs-Arifjan

IN REPLY

MEMORANDUM FOR RECORD

**SUBJECT: DEMILITARIZATION ON-SITE SURVEILLANCE PLAN:** For various DEMIL required items located on-site at Camp Arifjan, Kuwait and other locations in the State of Kuwait, as designated by the Sales Contracting Officer.

**TO: J31 through J-422, CDD Camp Arifjan, Kuwait and other locations in the State of Kuwait, as designated by the Sales Contracting Officer.**

**1. Reference:**

- a. Item Sale No: 39-4603-(**0006 – 0007**)
- b. Manual: DoD 4160.28-M Volume 3
- c. Applicable DOT regulations with security controls
- d. DoD I-6055.1, Safety & Occupational Health Manual, Enclosure 1-8.
- e. Quantity: Up to 150,000,000 lbs.
- f. Referral item number and description:
  - Item #6: Metallic & Non-metallic scrap Vehicular Related with Demilitarization and/or Mutilation performed by the purchaser.
  - Item #7: Metallic & Non-metallic scrap Non-Vehicular Related with Demilitarization and/or Mutilation performed by the purchaser.

**2. Property Location:** DLA Disposition Services Site located in zone #7 at Camp Arifjan, Kuwait & additional locations from USG installations within the State of Kuwait as designated by the SCO.

**3. DEMIL Codes:** B, C, D, E, F, Q

**4. Method and Degree of DEMIL:**

Demilitarization will be performed on Government premises. Demilitarization will be accomplished in the following manner using no more than two processes at any given time.

- a. Purchaser shall complete demilitarization of material intended for release as scrap, under item #6 and #7 of this contract.
- b. End items must be demilitarized beyond recognition as the original item and its intended use.

- c. For special type items (i.e. material hardness and thickness) the method of DEMIL will be prescribed by on site personnel for items that cannot be processed IAW referenced regulation.

**5. Removal and processing timeframes:**

- a. Demilitarization and mutilation by the purchaser will be dependent upon whether USG assistance is available to perform demilitarization and mutilation.
- b. Removal hours: Sunday through Thursday 0800 to 1500 excluding federal holidays and weekends.
- c. Removal coordination: USG will notify purchaser to schedule the removal date and time.
- d. Purchaser should not make any transportation arrangements until notified by the USG.
- e. If purchaser makes transportation arrangements without prior notification from the USG, purchaser will pay all costs associated with delivery of unscheduled transportation conveyance.
- f. If USG assistance is not available, purchaser will be required to complete demilitarization, mutilation and removal of property in accordance with USG specifications and timeframe.
- g. USG scales will be used for the purpose of weighing conveyance. In the event government scales are not available, or not functional, or the truck or trailer is too wide to enter the scale, a mutually agreed upon estimated weight will be determined between the purchaser (authorized representative) and the USG, before the item is loaded on the transportation conveyance.

**6. Surveillance and Security Plan:**

- a. A pre-award meeting will be held with all participating USG personnel to determine the responsibilities of all personnel and DEMIL processes to be used by the purchaser.
- b. DEMIL certifier and verifier will determine if adequate DEMIL has been accomplished or if additional demilitarization is required.
- c. Removal of property is not authorized and title to property does not pass to purchaser until demilitarization is complete and release documentation is signed by an authorized USG representative.

**7. Method and degree recommended are in the best interest of the U.S. Government and in accordance with DOD directives.**

**8. Security requirements while at the Disposition Site or removal location will include, but are not limited to, escort and observation of purchaser's personnel during the DEMIL process. The contractor is responsible for safe operations to include the use of appropriate personal protective equipment as required, checks of vehicles and equipment used to remove, load, and unload property and any operation risk assessments required to meet demilitarization of identified property. The on-site USG representatives reserve the right to cease operations due to safety concerns. The USG will not be held liable for costs incurred due to delays in operations that result from actions taken by on-site USG representatives to ensure the safety of personnel and equipment during DEMIL and removal operations.**