



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

# Invitation for Bid

**One Time Sale**  
**Sealed Bid**

**Sale Number**  
**39-6402**

## **Kuwait TUGBOAT**

### **Bid Opening Date and Time**

**January 11, 2016**; 4:00 P.M. Kuwait Standard Time  
8:00 A.M. USA Eastern Standard Time

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

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



Department of Defense  
DLA Disposition Services  
National Sales Office

Invitation For Bid  
Sale Number  
**39-6402**

**Bid Opening Date**

**January 11, 2016**; 4:00 P.M. Kuwait Standard Time  
8:00 A.M. USA Eastern 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 bid acceptance period must be at least 60-days from the bid opening or the bid will be considered nonresponsive.**

Mail bids to:  
SCO, DLA Disposition Services  
Bid Room, National Sales Office  
74 Washington Ave., North  
Battle Creek, MI 49037-3092

Fax bids to: (001)-269-961-7553

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

Item is located at the South Pier, Kuwait Naval Base (KNB), State of Kuwait and is offered for sale as-is, where-is.

## Item Description Index

Description	Item Number
Tug Boat.....	1

## Removal Period

ITEM	PROPERTY REMOVAL PERIOD
1.....	JANUARY 19, 2016 – MARCH 5, 2016

Expected award date is January 18, 2016.

*Bidder will have **ten (10) business days** to pay custom duties, taxes, tariffs, or other fees to proper authorities and provide proof of payment to the Sales Contracting Officer prior to removal. Bidder will be given **45 calendar days** to remove item once award has been made, bid price and proof of customs payment is received.*

## Item For Sale

The following Tug Boat is offered for sale and is sold as-is, where-is. The USG does not warrant or guarantee any information pertaining to manufacturer's equipment characteristics, operational capabilities, item condition or its operability for any use or purpose.



### **TUG BOAT**

LOCATED AT:

SOUTH PIER, KUWAIT NAVAL BASE (KNB)  
STATE of KUWAIT

## Equipment Characteristics

This item is offered for sale and is sold as-is, where-is. The USG does not warrant or guarantee any information pertaining to manufacturer's equipment characteristics, operational capabilities, item condition or its operability for any use or purpose.

Length Overall	108' 0" (over fenders)
Length Molded	106' 11" (excluding fenders & rubbing strakes)
Length BP	96' 3"
Beam Molded	26' 6"
Beam Overall	28' 0.5"
Molded Depth	14' 10" (amidships)
Design Draft	12' above base line
Full Load Draft	12' 8" (approximately)
Lightship Draft	11' 8"
Rake of Keel	30" between Station 10 and Station 0
Deck Camber	10" over 26' 6" beam
Lightship Displacement	317 long tons
Bollard Pull	31.5 tons at full displacement and max engine RPM (900)
Speed	12.9 knots at full displacement; 7 knots astern at full displacement
Range	1,500 nautical miles, while with a loaded tow and 294 hours of sustained operation
Fuel Capacity	21,890 US gallons
Fresh Water Capacity	23,000 US gallons
Complement	16 (4 Officers and 12 Crew)



## Operational Capabilities

This item is offered for sale and is sold as-is, where-is. The USG does not warrant or guarantee any information pertaining to manufacturer's equipment characteristics, operational capabilities, item condition or its operability for any use or purpose.

Tonnage of Vessels Towed	5,000 tons
Length of Vessels Towed	300-400 Ft Load
Average Tow	Typically 1,500 nautical miles
Typical Operating Conditions	Sea State 5; Wind Speed 30 Knots
Typical Tow Lengths	Ocean: 800' Coastal: 600'
Typical Height above Sea Level of tow point of attachment	Approximately 40' but angle of tow to horizontal never to exceed 30 degrees from tow H bit.
Climatic Conditions	14 to 122 degrees Fahrenheit ambient air; 32 to 95 degrees Fahrenheit seawater

## Pictures of Item for Sale

The following are pictures of the item for sale in this solicitation. Item is sold as-is, where-is. The USG does not warrant or guarantee any information pertaining to manufacturer's equipment characteristics, operational capabilities, item condition or its operability for any use or purpose.



## Pictures of Item for Sale

Item is sold as-is, where-is. The USG does not warrant or guarantee any information pertaining to manufacturer's equipment characteristics, operational capabilities, item condition or its operability for any use or purpose.



## Pictures of Item for Sale

Item is sold as-is, where-is. The USG does not warrant or guarantee any information pertaining to manufacturer's equipment characteristics, operational capabilities, item condition or its operability for any use or purpose.



It has been determined that this item is no longer needed by the United States Government.

## List of Sale Item

**ITEM 1: This item is located at the South Pier, Kuwait Naval Base, State of Kuwait. Item is being sold as-is, where-is.**

### 1. TUG BOAT:



**Large Tugboat.** Self-propelled tugboat manufactured by Higgins Industries in 1953. Propulsion is provided by a General Motors engine model GM-12V-645-E7, a 12 cylinder turbocharged diesel engine providing a maximum power output of 2150 BHP at 900 rpm.

Service diesel generators are located in the engine room, one on the port side forward and the other on the starboard side forward. The generators are rated at 247 BHP at 1800 rpm with an output of 165 kW, 460 V, 3 phase, 60 Hz.

The capstan control station is installed on the main deck aft, adjacent to the towing capstan. The capstan consists of a relief valve set at 2800 psi (193 bar), a three way valve operated by a control lever and a shuttle valve. Operation of the three-way valve applies hydraulic pressure to the winch motor and brake via the shuttle valve. This cause the brakes to lift and the winches to veer or heave as required.

#### EQUIPMENT CHARACTERISTICS

Length Overall	108' 0" (over fenders)
Length Molded	106' 11" (excluding fenders & rubbing strakes)
Length BP	96' 3"
Beam Molded	26' 6"
Beam Overall	28' 0.5"
Molded Depth	14' 10" (amidships)
Design Draft	12' above base line
Full Load Draft	12' 8" (approximately)
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Rake of Keel	30' between Station 10 and Station 0
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Lightship Displacement	317 long tons
Bollard Pull	31.5 tons at full displacement and max engine RPM (900)
Range	1,500 nautical miles, while with a loaded tow and 294 hours of sustained operation.
Fuel Capacity	21,890 US Gallons
Fresh Water Capacity	23,000 US Gallons
Complement	16(4 Officers and 12 Crew)

#### DEMIL CODE

This item has been determined to be DEMIL CODE: A. Non-United States Munitions List (USML) / non Commerce Control List (CCL) Item. No demilitarization required. Department of Commerce may impose licensing requirement to certain destinations.

#### DEMIL CODE

No Trade Security Controls required.

#### HULL CONDITION

The USG does not warrant the condition of this item to include the hull or any other parts or components thereof. Item is offered for sale "as-is, where-is". The USG makes no warranty, express or implied, as to serviceability, merchantability of this item or its fitness for any use or purpose.

#### ITEM CONDITION

In Accordance With (IAW) Sale by Reference dated July 2012, Part 2, Condition 30 states in part, "Furthermore, the Government does not warrant or guarantee any of the following:"

- (a) Information in the item description pertaining to condition....or the property's fitness for any use or purpose.
- (d) The Government does not warrant the merchantability of the property or its fitness for any use or purpose.

Item is offered for sale "as is, where is". Bidder is responsible for all arrangements, labor and expenses associated with the removal of this item.

#### POINTS OF CONTACT

All issues, concerns, and questions concerning this sale, payment, removal and all other terms and conditions must be addressed directly with the Sales Contracting Officer (SCO) for this sale. Direct liaison with a proxy for contractual issues can only be authorized in writing by the SCO.

#### ITEM LOCATION

Item is located at the South Pier, Kuwait Naval Base (KNB), State of Kuwait and is sold "as-is, where-is".

#### ACCESS TO USG INSTALLATIONS

The USG will assist in entry/access to the USG installation for a minimal amount of personnel required to conduct removal of this item. 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 USG installations.

#### BIDDING

Item is offered for sale in United States currency ONLY. All bids must be in U.S. currency and received **before** the bid opening date and time specified in this sale. Any bid received after the bid opening date and time will be deemed late and will not be considered. Item is offered "as-is, where-is".

#### AWARD CRITERIA

Award for this item will be based on the highest priced responsive, responsible bidder, whose bid is the most advantageous to the USG. Only one (1) award will be made for this item. There will be no changes, modifications, adjustments, or negotiations concerning bid price after award.

#### PAYMENT

Bidder agrees to pay for item awarded in accordance with the price quoted in their bid. Bidder must submit full payment in U.S. currency **5 business days** after notification of contract award. If full payment is not received within 5 business days, the USG reserves the right to cancel or rescind notice of award and award contract to next highest bidder. Proof of customs payment is required prior to removing item.

**USG ASSISTANCE**

It is the sole responsibility of the bidder to arrange all required resources to remove this item. There will be no USG assistance provided with removing this item, nor will the USG provide assistance with obtaining transportation permits or licenses, loading cranes, maintenance or towing services, Etc. Bidder must be capable of removing this item using their own equipment, personnel and other required resources.

**SCHEDULING REMOVAL**

Bidder must provide the USG representative with at least a 72-hour notice when they have obtained all required licenses and permits and are ready to remove item. Bidder will have **ten (10) business days** to pay custom duties, taxes, tariffs, or other fees to proper authorities and provide proof of payment to the Sales Contracting Officer prior to removal. Bidder will be given **45 calendar days** to remove item once award has been made, bid price and proof of customs payment is received. Bidder or their designated representative **MUST** be present, available and on-site during the removing of this item. USG representative will not be responsible for overseeing, leading, guiding or otherwise, instructing bidder's drivers or other personnel.

If item is not removed within 45 calendar days the Government shall be entitled to retain (or collect) as liquidated damages a sum equal to the greater of, (a) 20 percent of the purchase price of the item as to which the default has occurred, or (b) \$25, whichever is greater. In addition, Purchaser shall lose all right, title, and interest which he/she might otherwise have acquired in and to item.

**SAFETY**

It is important to DLA to create and maintain a safe working environment. The bidder is responsible for ensuring that all of their personnel, sub-contractors, and all other persons hired to assist with removal of this item are properly trained and licensed to operate the type of equipment they will be utilizing. The bidder is responsible for their personnel having appropriate safety and personal protection equipment (PPE). At no time will operations be conducted in an unsafe manner.

**HAZARDOUS**

This item has been identified to contain the following hazardous material:

- (1) Hydraulic Oil..... 150 Gallons
- (2) Aqueous Film-Forming Foam (AFFF). 480 Gallons
- (3) Marine Grade Diesel Fuel..... 350 Gallons
- (4) Lead Acid Batteries, 12 volt..... 4 Each
- (5) Lube Oil, 40W..... 180 Gallons

Bidder is also notified that some components 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. Bidder must ensure that the appropriate safety clothing and personal protective equipment (PPE) is being used by its personnel at all times.

**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, maritime laws, rules, statutes, and regulations that may apply to this sale. Bidder agree and understand that it is strictly prohibited to include or repaint on this item, any writings, pictures, drawings, or other markings depicting or identifying this item as being obtained from or having been associated with a US military water vessel. Bidder must obtain all required licenses, permits, or other documentation required by the State of Kuwait to legally operate, move, tow, or otherwise transport this item via waterway or inland. Bidder is

CONTACT: WILLIE N. PAYNE: [willie.payne@dla.mil](mailto:willie.payne@dla.mil)

QUANTITY: 1 EACH

SALE BY REFERENCE, JULY 2012  
 Instructions, Terms & Conditions Applicable To  
 Department of Defense Personal Property Offered For  
 Sale By DLA Disposition Services.

**THE FOLLOWING TERMS, CONDITIONS & ARTICLES ALSO APPLY:**

- PART 05-I: Military Munitions List Items (MLI)
- PART 05-J: Commerce Control List (CCLI) Items
- PART 05-K: US Munitions and Commerce Control List Items (USML/CCLI) Compliance
- 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
- 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
- B15: Pre-Payment and Payment on Term Contracts
- B27: Hold Harmless Condition
- KC: Illicit Acts
- MD: Partial Removal
- PB: Denied Areas/Exceptions/Commodity Restrictions
- PD: Failure to Remove
- PE: Title
- PF: Termination
- SF: Safety

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## 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
A	<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>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.
C	<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.
D	<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.
E	<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.
F	<b>Unserviceable Repairable</b> - Economically repairable material which requires repair, overhaul, or reconditioning. Includes repairable items which are radioactively contaminated.
G	<b>Unserviceable</b> - (Incomplete) Material requiring additional parts or components to complete the end item prior to issue.
H	<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.
L	<b>Suspended</b> - (Litigation) Materiel held pending litigation or negotiation with contractors or common carriers.
Q	<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.



## 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
S	<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	<b>Unserviceable</b> – (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.
<b>NOTE:</b>	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 DLA Disposition Service pamphlet, *Sale by Reference, July 2012*, for General Information and Instructions.

**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.)

<p>NAME: _____</p> <p>ADDRESS: _____</p> <p>CITY: _____ STATE: _____ ZIPCODE: _____</p> <p>SALE NUMBER: 39-6402                  BOD: <b>January 11, 2016; 4:00</b> PM Kuwait Standard Time                  8:00 A.M. USA EST.                  BIDDER IDENTIFICATION NUMBER: _____</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">                     POSTAGE REQUIRED                 </div> <p>SCO, DLA DISPOSITION SERVICES                  BID ROOM, NATIONAL SALES OFFICE                  74 WASHINGTON AVE., N.                  BATTLE CREEK, MI 49037-3092</p>
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**19. Bids may be submitted via:**

- A. U.S. Mail—U.S. Postal Service (including USPS Express Mail)
- B. Express Mail/Hand Carried Bids—Express Mail Services and hand carried bids.
- C. **Electronic Method—Instructions for on-line bidding: Online Bidding NOT Available.**
- D. Electronic mail (email) - submit Item Bid Page(s) to [drmssalesbids@dla.mil](mailto:drmssalesbids@dla.mil) *NOTE: It is the bidder's responsibility to confirm receipt of email bids (via phone or email)*
- E. Telegraphic Methods (Telegram/Mailgram/Facsimile)—Bids submitted by telegraphic means must be specific and must include the following information:
 

E.1 Name and title of sender, Complete firm name (if corporation), Complete address and telephone number:	E.2 Invitation For Bid Number, Item Number(s) bid on, Unit price and Total price:
E.3 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 & 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 & 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.

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

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 DLA Disposition Services pamphlet entitled *Sale by Reference July 2012 - Instructions, Terms and Conditions Applicable to Department of Defense Personal Property Offered for sale by DLA Disposition Services* and may be obtained from the DRMS Web site, <http://www.dispositionservices.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:

DLA Disposition Services pamphlet *Sale by Reference, July 2012*:

- Part 1: **General Information and Instructions** (DRMS Form 81, Oct 93): Complete except: Paragraph 6 should read: Any sale or use tax imposed by any state, country or political subdivision will be paid by the Purchaser; Delete paragraph 3.
- Part 2: **Sale of Government Property General Sale Terms and Conditions** (Standard Form 114C, Jun 86 ed., and DRMS Form 84, Oct 93). All Conditions.
- Part 3: **Sale of Government Property Special Sealed Conditions** (Standard Form 114C-2, Jan. 70 Ed). Condition C.
- Part 4: **Sale of Government Property Special Sealed Bid Term and Conditions** (Standard Form 114C-2, Jan. 70 Ed). All conditions, except Article A.
- Part 5: **Additional Special Circumstance Conditions - Miscellaneous** (DRMS Form 95, Oct 93). As specified in item description.
- 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 B15: PRE-PAYMENT AND PAYMENTS ON CONTRACTS**

- (a) There is no bid deposit or pre-payment required for this sale. Bidder agrees to pay for item awarded in accordance with the price quoted in their bid. Bidder must submit full payment in U.S. currency 5 business days after notification of contract award. If full payment is not received within 5 business days, the USG reserves the right to cancel or rescind notice of award and award contract to next highest bidder. Bidder will have **ten (10) business days** to pay custom duties, taxes, tariffs, or other fees to proper authorities and provide proof of payment to the Sales Contracting Officer prior to removal. **Item will not be released to the bidder or their duly authorized agent, until the SCO has received verification or confirmation that all required customs, duties, taxes or any other required charges have been paid to the appropriate Kuwaiti authorities and the bidder's full payment has been received by DLA Finance Office.**
- (b) All payments, including those for storage charges, liquidated damages and interest must be in U.S. currency. Acceptable payments may be made by cashier's check, certified check, traveler's check, bank draft, money order or credit card (Master Card, Visa, Discover Card, and American Express) or debit card (Master Card and Visa). When a credit/debit card is used as payment, the credit card number, and 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 \$24,999. You may not split individual transactions greater than \$24,999 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 \$24,999 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 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, cancel or rescind notice of award and award contract to next highest bidder.

**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 its agents may result in temporary suspension or permanent debarment of the purchaser.

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

(Applicable to This Item)

- 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 PD: FAILURE TO REMOVE**

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

**ARTICLE PE: TITLE**

As provided in Condition No. 7, Part 2 of DLA Disposition Services pamphlet "Sale by Reference, July 2012", title to the property sold hereunder will be vested in the Purchaser, as and when, removal is affected. No right, title, or interest in or to any of the property offered for sale here under shall be vested in the Purchaser prior to its removal. Notwithstanding Condition No. 14, Part 2 of DLA Disposition Services pamphlet "Sale by Reference, July 2012", the 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 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). 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.

## Loading Table

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

### Removal Period

The removal period is established on the basis that a written notice of award will be made within at least **60-days after Bid Opening Date**. If a written notice of award for this item is not made within that time an appropriate allowance will be made in the length of time for removal of this item. Bidder must provide the USG representative with at least 72-hour notice when they have obtained all required licenses and permits and are ready to remove item. Bidder must provide proof of customs payment prior to removal.

### Loading Legend

- I: Government will load.....
  - a) Rail
  - b) Truck or Trailer
  
- II: Government will load - Open top conveyance only.....
  - a) Rail
  - b) Truck or Trailer
  
- III: Purchaser must load (no government assistance).....
  - a) Rail facilities available adjacent to property
  - b) Rail facilities available on the installation but remote from property
  - c) No Rail facilities available
  
- IV: Other loading options

ITEM	LOCATION	LOADING LEGEND
1	SOUTH PIER, KUWAIT NAVAL BASE, STATE OF Kuwait	IV - Other loading options

### LOADING HOURS: 8:00 A.M. TO 3:00 P.M. Local Time.

### Removal Notes

ITEM 1:

It is the sole responsibility of the bidder to arrange all required resources to remove this item. There will be no USG assistance provided with removing this item, nor will the USG provide assistance with obtaining transportation permits or licenses, loading cranes, maintenance or towing services, Etc. Bidder must be capable of removing this item using their own equipment, personnel and other required resources. Bidder or their designated representative MUST be present, available and on-site during the removing of this item. USG representative will not be responsible for overseeing, leading, guiding or otherwise instructing bidder's drivers or other personnel.

**Bidder will be given 45 calendar days to remove item once award has been made, bid price and proof of customs payment is received.** If item is not removed within 45 calendar days the Government shall be entitled to retain (or collect) as liquidated damages a sum equal to the greater of, (a) 20 percent of the purchase price of the item as to which the default has occurred, or (b) \$25, whichever is greater. In addition, Purchaser shall lose all right, title, and interest which he/she might otherwise have acquired in and to item.



# Sale of Government Property Item Bid and Award Page

<p><u>Address your bid to:</u>                  DLA Disposition Services                  Bid Room, National Sales Office                  74 Washington Ave. N                  Battle Creek, MI 49037-3092                  Sale No: 39-6402</p>	<p><u>Bids will be opened at:</u>                  DLA Disposition Services                  DRMS-BBS, National Sales Office                  74 Washington Ave. N                  Battle Creek, MI 49037-3092                  Date: <b>January 11, 2016; 4:00 P.M.</b> Kuwait Standard Time                  8:00 A.M. USA EST</p>
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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 Article B15.

**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 **60 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)	Signature of person authorized to sign this bid	
Telephone number: Bidder identification no. (If applicable) 805 _____ Bidder's Tax ID or SSN _____	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

Standard Form 114  
Computer Generated

## Sale of Government Property Item Bid and Award Page

Item is offered for sale in United States currency ONLY. All bids must be in U.S. currency and received **before** the bid opening date and time specified in this sale.

Enter your price for item number 1 in USD only.

### Item Bid Price.

Item Number	Bid Price (USD)
1	\$

*Award for this item will be based on the highest priced responsive, responsible bidder whose bid is the most advantageous to the USG.*

**BID PRICE IN USD ONLY.**

## TUG BOAT

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)	
	Signature of person authorized to sign this bid	Date bid signed:

Standard Form 114B  
Computer Generated

## 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 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 item(s) I (we) are awarded on this sale.

Contract Number(s):

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

<b>END-USE CERTIFICATE</b>					<b>FOR AGENCY USE ONLY</b>				<i>Form Approved</i> OMB No. 0704-0382 Expires Jan 31, 2016		
<b>(STATEMENT REGARDING DISPOSITION AND USE OF PROPERTY)</b>					TSC CLD	PRIMARY PURCHASER	SUB-PURCHASER				
<i>(Please read Privacy Act Statement on page 2 before completing this form.)</i>							1	2		3	4
<i>If additional space is required, use separate sheets and identify by Block Number.)</i>					YES						
<b>TYPE OR PRINT ALL INFORMATION</b>					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.											
<b>INSTRUCTIONS.</b> This form must <b>be fully completed</b> 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. <b>Every block MUST have an entry.</b> 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.											
<i>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.</i>											
THIS STATEMENT IS SUBMITTED IN CONNECTION WITH:					LINE ITEM NUMBER/COMMODITY						
<input type="checkbox"/> SALE <input type="checkbox"/> EXCHANGE <input type="checkbox"/> OTHER:											
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						
<b>SECTION I. GENERAL INFORMATION</b>											
<b>APPLICABILITY.</b> 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)											
<b>SECTION II. END USE/USER INFORMATION.</b> 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:											
<b>NOTE: Example of specific uses: AIRCRAFT.</b> 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

**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. 12981, 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://dpco.defense.gov/privacy/SORNs/blanket\\_routine\\_uses.html](http://dpco.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 S640.45, entitled "End Use Certificates" available at <http://dpco.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

## STATEMENT OF INTENT

Prescribing Authority: DRMS-14160.14, Sec 3, Ch. 1

**NOTE:** The bidder has a duty to demonstrate responsibility and compliance with federal, state, county, city or local environmental/safety regulations or ordinances on the use and storage of Hazardous Property (HP) to qualify for an award. The DRMS Sales Contracting Officer may use the bidder's failure to provide complete or accurate information on this basis to deny the award.

**Completion of ALL information is Mandatory.**

## SECTION I. BIDDER INFORMATION

If bidder is agent, check here

a. NAME AND PHONE NUMBER OF PRINCIPAL

b. PRINCIPAL'S ADDRESS

c. PLEASE LIST OTHER BUSINESS OR NAMES USED BY THE PRINCIPAL BIDDER

d. NATURE OF BUSINESS

(1) BROKER, MARKETER, RETAILER or WHOLESALER

(2) TREATMENT, STORAGE AND/OR DISPOSAL FACILITY

(3) OTHER (Specify) \_\_\_\_\_

e. INDICATE ALL RELEVANT TRAINING AND EXPERIENCE RELATED TO THE USE AND STORAGE OF HAZARDOUS PROPERTY.

BIDDER MUST INDICATE THE ITEM(S) FOR WHICH THE INFORMATION IN THIS SECTION APPLIES.

## SECTION 2. DESTINATION OF PROPERTY

**NOTE:** LIST THE ACTUAL STREET ADDRESS WHERE THE PROPERTY IS TO BE DELIVERED. POST OFFICE BOXES ARE NOT ACCEPTABLE.a.  1. PRINCIPAL BIDDER(S)

2. OTHER (List ) \_\_\_\_\_

NAME, ADDRESS AND PHONE NUMBER OF DESTINATION

EPA ID NO. AND/OR LICENSE/PERMIT(S) NO. (Mandatory if facility is regulated by federal/state or local authorities)

TYPE(S) OF ACTIVITY DESTINATION POINT IS LICENSED/PERMITTED FOR:

b. DOES THE PRINCIPAL OWN THE STORAGE FACILITY?  YES  NO

IF THE STORAGE FACILITY IS NOT OWNED BY THE PRINCIPAL, PROVIDE THE NAME AND PHONE NO. OF THE OWNER AND THE RELATIONSHIP BETWEEN THE PARTIES. IF THE STORAGE FACILITY IS RENTED, DOES THE LEASE SPECIFICALLY INCLUDE THE STORAGE OF HAZARDOUS PROPERTY?  YES  NO IF YES, ENCLOSE A COPY OF THE LEASE AGREEMENT.

c. PROVIDE THE NAME, ADDRESS AND PHONE NO. OF THE FEDERAL/STATE ENVIRONMENTAL REGULATORY AGENCIES AND/OR NON-EMERGENCY PHONE NO. FOR THE LOCAL, STATE, COUNTY, CITY OR OTHER AGENCY THAT HAS JURISDICTION FOR FIRE/SAFETY INSPECTIONS OR WOULD RESPOND TO EMERGENCIES WHERE THE PROPERTY WILL BE STORED. FAILURE TO ACCURATELY COMPLETE THIS BLOCK WITH REQUESTED INFORMATION MAY RESULT IN YOUR BID BEING NON-RESPONSIVE AND ULTIMATELY NO AWARD. (911 Is Not Acceptable)

d. LIST ALL FEDERAL/STATE/LOCAL ENVIRONMENTAL REGULATORY AGENCIES THAT HAVE INSPECTED THE FACILITY/BUSINESS OR THE DESTINATION SITE DURING THE PAST TWO (2) YEARS. INCLUDE THE NAME OF THE INSPECTORS, AND THE NAME, ADDRESS, AND PHONE NO. OF EACH AGENCY. FAILURE TO ACCURATELY COMPLETE THIS BLOCK WITH REQUESTED INFORMATION MAY RESULT IN YOUR BID BEING NON-RESPONSIVE AND ULTIMATELY NO AWARD.

**STATEMENT OF INTENT**  
(CONTINUED)

**SECTION 3. SPECIFIC USAGE** *(Insert Item Number(s) as Appropriate)*

a. AS A PURCHASER, I WILL:

- (1) RESELL ITEM(S): \_\_\_\_\_
- (2) USE ITEM AS INTENDED: \_\_\_\_\_
- (3) SCRAP ITEM(S) FOR RECOVERY OF CONTENTS: \_\_\_\_\_
- (4) RE-REFINE/REPROCESS ITEM(S) \_\_\_\_\_
- (5) OTHER (Specify Item and \_\_\_\_\_

b. IF ITEM(S) ARE RESOLD, LIST ALL CUSTOMERS AND PROVIDE ALL APPLICABLE INFORMATION REQUESTED IN SECTION 2, PARAGRAPHS C & D OF ABOVE FOR EACH CUSTOMER. USE ADDITIONAL PAPER IF NECESSARY AND ATTACH TO THIS FORM.

**SECTION 4. ACKNOWLEDGEMENTS**

- a. Bidder acknowledges the responsibility to comply with ALL applicable federal/state/local laws, ordinances, and regulations with respect to processing, storing or using the material 29 CFR OSHA, transporting, handling 49 CFR and disposal of items with respect to the environment, specifically 40 CFR Part 260 et seq.
- b. Bidder acknowledges that no false statements have been made or any information concealed regarding the business, disposition of the property, or compliance history.
- c. Bidder acknowledges that sanctions may be imposed against any persons who knowingly/unknowingly violates any law relative to environmental protection, illegal transportation or storage/safety requirements/regulations or who knowingly falsifies or conceals information regarding the business, disposition, violation or use of the property and may include the denial of any future participation in the DoD Surplus Sales Program.
- d. Bidder acknowledges that the information provided in this statement will be considered a part of the bid under the IFB, and a part of the contract of sale if the bid is accepted by the United States of America.

**SECTION 5. CERTIFICATION**

I CERTIFY THAT ALL OF THE INFORMATION GIVEN IN THIS STATEMENT IS TRUE AND CORRECT, AND THAT I HAVE NOT KNOWINGLY OMITTED ANY ADDITIONAL INFORMATION WHICH IS INCONSISTENT WITH THIS STATEMENT. I UNDERSTAND THAT THIS STATEMENT IS INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT OF SALE WITH THE U.S. GOVERNMENT. PRIOR TO EFFECTING ANY CHANGE OF FACT OR INTENTION FROM THAT STATED HEREIN OR IN ANY PRIOR AMENDMENT, WHETHER OCCURRING BEFORE OR AFTER THE RELEASE OF PROPERTY UNDER CONTRACT, I WILL SUBMIT A WRITTEN REQUEST FOR AMENDMENT OF THIS STATEMENT TO THE DRMS CONTRACTING OFFICER.

I AGREE THAT I WILL NOT EFFECT SUCH CHANGES WITHOUT FIRST RECEIVING THE WRITTEN APPROVAL OF THE DRMS CONTRACTING OFFICER.

\_\_\_\_\_  
DATE OF SIGNING

\_\_\_\_\_  
SIGNATURE OF OFFICIAL BIDDER

\_\_\_\_\_  
PRINT OR TYPE NAME OF BIDDER

STATEMENT OF INTENT (Continued)

SECTION 6. SPECIFIC USAGE

As a purchaser, I will:

(a) Ensure that a minimum of 75% of the hazardous property purchased from DRMS will be managed by one of the following methods within 12 months of the purchase date: (Specify Item)

- (1) Resell Items:
(2) Use Item as Intended:
(3) Scrap Item(s) For Recovery of Contents:
(4) Re-Refine.Reprocess Item(s):
(5) Other (Specify Item and Use)

(b) Maintain accurate log which records management of hazardous property by one of the following methods for purchases from DRMS: (Specify Item)

- (1) Resell Items:
(2) Use Item as Intended:
(3) Scrap Item(s) For Recovery of Contents:
(4) Re-Refine/Reprocess Items(s):
(5) Other (Specify Item and Use):

(c) Provide DRMS Sales Office with a Semi-Annual Report (See section 7) June 1st and December 1st recording management of hazardous property received from DRMS by one of the following methods: (Specify Item)

- (1) Resell Items:
(2) Use Item as Intended:
(3) Scrap Item(s) For Recovery of Contents:
(4) Re-Refine/Reprocess Items(s):
(5) Other (Specify Item and Use):

NOTE:
If the conditions of these requirements are not met, DRMS will not consider releasing any further property to you until the requirements have been satisfied.

Printed Name of Buyer(s)

Signature of Buyer(s)

Date Signed

SECTION 7. SEMI-ANNUAL REPORT

a. NAME OF ITEM
b. UNIT OF ISSUE
c. QUANTITY
d. CONTRACT NUMBER(s) (where the material came from #)
e. STORAGE LOCATION
f. DATE OF REMOVAL (n/a if item stored in original location)
g. POINT OF CONTACT (POC) IF DIFFERENT FROM ORIGINAL DESTINATION:
PRINTED NAME
ADDRESS
TELEPHONE NUMBER
SIGNATURE
h. IF PROPERTY IS RESOLD BUYER(s)
PRINTED NAME
ADDRESS
TELEPHONE NUMBER
DRMS SALES CONTRACTOR SIGNATURE