

**General Details:**

<b>Auction Number &amp; Title</b>	A0008124 / CONUS wide Scrap electronics, D4R, DMF and DEMIL
<b>Sales Type</b>	Term Quantity/Sealed Bid
<b>Contract Start Date</b>	12/01/2020
<b>Contract End Date</b>	11/30/2023

**Product Information(for each line):**

Line Item 1

SL0000102    **Controlled and Non-Controlled Electronics Property CONUS wide**    DTID:--    Demil Code:--    Qty/UI:117000000/LB    Fld Off:JSY4/DLA DS Riley

**Sales Information**

*Description*

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Sales Contracting Officer (SCO):  
Todd W. Koleski  
Phone number 269-961-5993  
E-mail Todd.Koleski@dla.mil

Section 1: General Statement and Description

1. This Invitation for Bid (IFB) is for a firm fixed price public sales contract where the bid price is expressed in United States dollars/cents per pound. DLA Disposition Services (hereinafter "Agency" or "Government") expects the Purchaser to perform all requirements under this public sales contract at the bid price provided by the Purchaser. This is not a sale by lot. The Agency guarantees to issue the total combined estimated annual generation of military and commercial grade controlled and non-controlled electronic property (D4R/DMF/DEMIL) offered in the amount of 39,000,000 lbs. (yearly) for sale within the terms of the Adjustment for Variation in Quantity or Weight clause (Sale by Reference (SBR) Part 4, Condition 5).
2. Property stream may consist of, but is not limited to: controlled and non-controlled military grade and commercial grade electronic property. This property consists of DEMIL codes A, B, C, D E, F and Q. Purchaser may also receive approved DEMIL G property with Material Documented as Safe (MDAS) certificate and DEMIL P property with declassification certificate.
3. The three property descriptions that will be used for this IFB are:
  - a. D4RA- Electrical and electronic residue not containing precious metals (PM) property with no DEMIL, MUT or Demanufacturing restrictions.
  - b. DMFB- Mutilation and Demanufacturing electronic required property unable to be resold in original

condition.

c. DEMIL- Demilitarization required electronic property requiring Demanufacturing and destruction to the point property cannot be used or recognized for its intended purpose.

4. The total estimated annual weights for the three property streams are:

a. D4R- 22,097,367 pounds.

b. DMF- 10,706,184 pounds.

c. DEMIL- 6,709,992 pounds.

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

6. Purchaser shall be allowed to have a maximum of three facilities across the continental United States. Location(s) shall be up to the discretion of the Purchaser. Location(s) must be made known at time Purchaser is notified that they are the Apparent High Bidder (AHB). Purchaser shall provide the address phone number and dates to the SCO and allow DLA Disposition personnel visit the facilities to accomplish pre-award checks.

7. The Purchaser is expected to process D4R/DMF/DEMIL property and remove a minimum of 3,250,000 pounds per month. Purchaser will pick up property from the listed DLA pick up points and transport at Purchasers expense to the DLA approved Purchasers facility. Property will be received by Agency and Purchaser personnel at the Purchaser's facility and issued to the Purchaser upon completion of joint Kind Count (KC) inventory at Purchaser's facility. D4R property title transfer will be granted once property has been weighed on a certified scale at Purchaser facility, received by DLA on site Employees and then issued to the Purchaser with the use of DLA Form 1376, weight ticket and Material Release Order (MRO). DMF/DEMIL property title will transfer once the weight ticket(s), MRO(s) are issued and required demilitarization/mutilation certificates have been completed IAW DEMIL manual and the DLA Form 1367 have been completed and signed by the Purchaser's Certifier and the Agency's Verifier.

8. Purchaser is responsible for removal and disposal of all scrap, to include all metallic and non-metallic material resulting from the DEMIL/MUT process at no cost to the Agency.

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

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

#### *Packing*

Property is prepared for shipment by the Agency and is ready for shipment on pallets, in crates or boxes. Property will be stored indoors (when available).

#### *Removal*

Property will be removed within five business days of written notification from DLA Disposition Services Site(s).

Purchaser is responsible for transportation and removal of all property at the listed DLA Disposition Services locations and all cost associated with the transportation and removal.

Purchaser is allowed to reject any property being loaded that does not conform to the terms and conditions of this public sales contract.

Property shall not be comingled with any other shipments (e.g. Agency Site A requests a removal, that property is expected to be removed from Site A and shipped directly to the Purchaser's facility(s)). The Agency will make every effort to ensure the Purchaser is notified when a complete truck load, 52 pallets, is ready, however, there may be situations that require expedited removal of smaller quantities.

Hours of operation: 0800-1430 Monday- Friday excluding Federal Holidays and weekends.

Sales POCs at each location listed below will be provided to the Purchaser at award of contract to facilitate coordination of removal schedules. Pick up locations and by location FY19 generations are as follows:

1. DLA DISPOSITION SERVICES ANNISTON
  - a. D4R 91,367 pounds
  - b. DMF 6,587 pounds
  - c. DEMIL 30,164 pounds
2. DLA DISPOSITION SERVICES BARSTOW
  - a. D4R 638,548 pounds
  - b. DMF 321,460 pounds
  - c. DEMIL 117,411 pounds
3. DLA DISPOSITION SERVICES BRAGG
  - a. D4R 1,704,760 pounds
  - b. DMF 200,520 pounds
  - c. DEMIL 158,083 pounds
4. DLA DISPOSITION SERVICES COLORADO SPRINGS
  - a. D4R 978,740 pounds
  - b. DMF 308,660 pounds
  - c. DEMIL 31,277 pounds
5. DLA DISPOSITION SERVICES COLUMBUS
  - a. D4R 1,584,200 pounds
  - b. DMF 1,324,260 pounds
  - c. DEMIL 839,534 pounds
6. DLA DISPOSITION SERVICES EGLIN
  - a. D4R 801,773 pounds
  - b. DMF 475,220 pounds
  - c. DEMIL 56,110 pounds
7. DLA DISPOSITION SERVICES HILL
  - a. D4R 720,858 pounds
  - b. DMF 84,287 pounds
  - c. DEMIL 86,251 pounds
8. DLA DISPOSITION SERVICES HOLLOMAN
  - a. D4R 9,520 pounds
9. DLA DISPOSITION SERVICES HOOD
  - a. D4R 195,504 pounds
  - b. DEMIL 16,712 pounds
10. DLA DISPOSITION SERVICES JACKSONVILLE
  - a. D4R 1,219,828 pounds
  - b. DMF 233,864 pounds
  - c. DEMIL 70,009 pounds
11. DLA DISPOSITION SERVICES JULIENS CREEK
  - a. DEMIL 31 pounds
  - b. DMF 24,322 pounds
12. DLA DISPOSITION SERVICES LEJEUNE
  - a. D4R 300,124 pounds
  - b. DMF 129,260 pounds
  - c. DEMIL 72,443 pounds
13. DLA DISPOSITION SERVICES LETTERKENNY
  - a. D4R 201,622 pounds
  - b. DMF 27,478 pounds
  - c. DEMIL 94,773 pounds
14. DLA DISPOSITION SERVICES LEWIS
  - a. D4R 746,115 pounds

- b. DMF 145,560 pounds
- c. DEMIL 479,423 pounds
- 15. DLA DISPOSITION SERVICES MEADE
  - a. D4R 1,360,611 pounds
  - b. DMF 1,397,037 pounds
  - c. DEMIL 72,443 pounds
- 16. DLA DISPOSITION SERVICES NORFOLK
  - a. D4R 1,854,747 pounds
  - b. DMF 622,906 pounds
  - c. DEMIL 155,974 pounds
- 17. DLA DISPOSITION SERVICES PENDLETON
  - a. D4R 617,750 pounds
  - b. DMF 165,840 pounds
  - c. DEMIL 2,627,156 pounds
- 18. DLA DISPOSITION SERVICES RED RIVER
  - a. D4R 527,720 pounds
  - b. DMF 1,030,440 pounds
  - c. DEMIL 151,037 pounds
- 19. DLA DISPOSITION SERVICES RICHMOND
  - a. D4R 1,042,162 pounds
  - b. DMF 92,420 pounds
  - c. DEMIL 56,697 pounds
- 20. DLA DISPOSITION SERVICES RILEY
  - a. D4R 1,414,800 pounds
  - b. DMF 316,320 pounds
  - c. DEMIL 85,254 pounds
- 21. DLA DISPOSITION SERVICES SAN ANTONIO
  - a. D4R 1,172,220 pounds
  - b. DMF 316,800 pounds
  - c. DEMIL 91,172 pounds
- 22. DLA DISPOSITION SERVICES SAN DIEGO
  - a. D4R 432,636 pounds
  - b. DMF 328,565 pounds
- 23. DLA DISPOSITION SERVICES SAN JOAQUIN
  - a. D4R 905,700 pounds
  - b. DMF 247,720 pounds
  - c. DEMIL 172,486 pounds
- 24. DLA DISPOSITION SERVICES SCOTT
  - a. D4R 41,219 pounds
  - b. DMF 1,221 pounds
- 25. DLA DISPOSITION SERVICES SIERRA
  - a. D4R 200,446 pounds
  - b. DMF 18,020 pounds
- 26. DLA DISPOSITION SERVICES SILL
  - a. D4R 223,920 pounds
  - b. DMF 27,040 pounds
  - c. DEMIL 21,286 pounds
- 27. DLA DISPOSITION SERVICES SUSQUEHANNA
  - a. D4R 1,515,935 pounds
  - b. DMF 1,644,641 pounds
  - c. DEMIL 550,356 pounds
- 28. DLA DISPOSITION SERVICES TUCSON
  - a. D4R 493,922 pounds
  - b. DMF 252,416 pounds
  - c. DEMIL 73,826 pounds
- 29. DLA DISPOSITION SERVICES VANDENBERG
  - a. D4R 11,980 pounds
- 30. DLA DISPOSITION SERVICES WARNER ROBINS
  - a. D4R 1,088,640 pounds
  - b. DMF 963,320 pounds
  - c. DEMIL 600,084 pounds

### *Inspection*

Hours of operation: 0800-1130 and 1200-1500 Monday- Friday excluding Federal Holidays and weekends.  
DLA Disposition Services Riley will be the only location open and available to view the property streams.  
Inspection site is located at:  
Fort Riley  
Bldg. 1950 L Street  
KS 66442  
POC: Mr. Ron Riley  
Phone: 785-239-0532  
Email: Ronald.Riley@dla.mil

### *Loading*

The loading of property at all DLA sites will be conducted by DLA Personnel on to Purchaser provided transportation and witnessed by the Purchaser's authorized personnel. DLA personnel and Purchaser's authorized transportation personnel will both sign the completed Notice of Removal Form 1367 and witness all weighing.

Hours of operations: 0800-1430 Monday- Friday excluding Federal Holidays and weekends.  
Sales POC at each location will be provided to the winning bidder to facilitate and coordinate and loading of property.

### Section 2: Special Terms and Conditions

#### 1. D4R Section

- a. D4R material delivered under the public sales contract is NOT considered sensitive and DOES NOT require destruction; however, all D4R property that is to be refurbished and resold, not scrapped, will be placed in a 15 business day quarantine period prior to Purchaser resale.
- b. D4R material is considered safe to sell and may be sold by the Purchaser or recycled for its material value.
- c. D4R items the Purchaser wishes to refurbish and sell as an item must be submitted in the quarantine tool (Q-Tool) for proper vetting and approval from the Agency. The quarantine period is for Agency final review of property to ensure it is safe to sell to the public and DEMIL codes have not changed.
- d. If selling this material for its original purpose, the hard drive will be erased and verified in accordance with Responsible Recycling Standards (R2) or e-Steward Standards.
- e. The D4R weight will include all dunnage at time of issue at Purchaser's facility (ies) and will be used as the billing weight witnessed by Purchaser and Agency personnel.

#### 2. Demilitarization/De-manufacturing Section

- a. Other Department of Defense (DOD) agencies have the responsibility to identify property that requires demilitarization/mutilation by assigning the applicable demilitarization code. Due to changes in requirements, these codes are subject to change without notice.
- b. SCO will provide the training materials to the Apparent High Bidder (AHB) during the pre-award process to ensure adequate time is allotted to train the AHB's Certifiers. The Purchaser must complete training and submit an appointment letter with the Purchaser's Certifier name and signature on it to the SCO before work can begin. Training certificates are to be held by the Purchaser and made available to the SCO within 24 hours if requested.
- c. Purchaser's Certifiers will be re-trained annually and must provide to the SCO a new appointment letter with the date refresher was taken for each Certifier.
- d. All DEMIL/MUT performance will be conducted at Purchaser's approved facility. Agency Verifier(s) must be present for all DEMIL/DMF operations. If the Agency Verifier is unavailable for any reason, operations are to be shut down until the Verifier(s) return.
- e. DEMIL/MUT of property must be accomplished, Monday thru Friday from 0730 to 1430. Excluding Federal Holidays and weekends or any days Government Verifier or Purchaser Certifier are unavailable.
- f. All conveyance will display applicable Department of Transportation (DOT) placards. If oversized property load is required, site will assist by providing a POC for base permits.
- g. Purchaser shall supply all equipment and personnel to accomplish all operations associated with the DEMIL/MUT operations of all electronics property and associated parts/material. Equipment may include, but is not limited to: a shear, shredder and Personal Protective Equipment.
- h. On occasion, due to National Security Agency (NSA) requirements, Purchaser must possess the capability to

pulverize circuitry equal to or less than 1 mm. Machinery used to meet this tolerance must be registered with the NSA. Registration requires submitting type and model number of equipment. Additionally, the NSA may require the Purchaser to submit local security plans. Processing of this type of material will require additional visitation requirements by authorized agencies, the Purchaser will demonstrate their ability to comply with the NSA tolerances during these site visits. All visitations to meet NSA tolerances will be coordinated through the SCO.

i. Purchaser shall obtain all base badging for laborers and transportation drivers as required. The base may deny access to personnel with outstanding warrants. Base access requirements are subject to change. It is the Purchaser's responsibility to be aware of all changes and comply as needed. Purchaser shall provide a list of personnel who will work on base prior to start of work. All personnel accessing the base must have, for identification purposes, one of the following:

- i. US Passport
- ii. Permanent Resident Card/Alien Registration Receipt Card (Form I-551)
- iii. Foreign passport with a temporary (I-551) stamp or temporary (I-551) printed notation on a machine readable immigrant visa
- iv. Employment authorization document that contains a photograph (Form I-766)
- v. Driver's License that current and meets REAL ID Act it contains a photograph and biographic information such as name, date of birth, gender, height, weight, eye color, and address;
- vi. Identification card issued by Federal, State, or local government agencies, provided it contains a photograph and biographic information such as name, date of birth, gender, height, eye color, and address.
- vii. U.S. Coast Guard Merchant Mariner Cards/Credentials
- viii. PIV or Federally-Issued PIV-1 Cards (Personal Identification Verification) issued by the Federal Government
- ix. PIV-I card (Personal identification verification-Interoperable Issued by Non-Federal Government entities'
- x. DHS "Trusted Traveler Cards" (Global entry, NEXUS, SENTRI, FAST).
- xi. Merchant Mariner card issued by DHS/ United States Coast Guard (USCG).
- xii. Border Crossing Card (Form DSP-150).
- xiii. U.S. Certificate of Naturalization or Certificate of Citizenship (Form N-550) and U.S. Permanent Resident Card (Form I-551).
- xiv. U.S. Refugee travel document or other travel document or evidence of immigration status issued by DHS containing a photograph.
- xv. Foreign Government Issued Passport.

j. Individuals, who do not possess a driver's license or identification card compliant with the REAL ID Act and do not possess an acceptable alternate identification credential, must be escorted or denied access. For the current status on state and territories driver's licenses and IDs that are approved, visit the Department of Homeland Security (DHS) website at the following location: <https://www.dhs.gov/current-status-states-territories>.

k. Purchaser shall provide Letter of Authorization (LOA) to the SCO and the pickup point DLA Sales POC, for any contracted transportation picking up property on the Purchaser's behalf. (See addendum A0008124 for example LOA).

l. The Agency's Verifier will conduct end of week meeting with Purchaser to coordinate/determine work schedule for the following week. Deviations authorized (e.g. bi-weekly, monthly, etc.) based on mutual agreement between Purchaser and Agency.

m. Purchaser will establish a method to track individual pallets from their point of origin throughout the entire process.

n. Purchaser shall be required to remove all property throughout the continental United States.

o. All electronic property is received as an item or by Scrap Classification Code (SCL) and processed through Demilitarization/Mutilation to the point of scrap (exception is D4RA approved for resale). The resulting scrap weight is issued to the Purchaser with the SCL material description.

p. The Purchaser's Certifier and the Agency's Verifier shall jointly inventory and inspect the property before DEMIL/MUT operations begin.

q. D4R/DEMIL/MUT property will not be comingled together or with any other property types until Title passes to the Purchaser.

r. If operation hazards are discovered during loading or DEMIL/MUT operations, all work will cease immediately. Operations will not resume until cleared by the Agency's Verifier or the SCO.

s. Method and degree of demilitarization will be IAW DODM 4160.28 Vol 3. The appointed Agency Verifier will have final say in the DEMIL/MUT of property.

t. By bidding, each bidder represents, warrants, and certifies that ALL materials purchased will not be re-used, re-furnished, or sold for re-use or refurbishing, with the exception of the D4R property that has been properly vetted by the CPVO through the use of the Q-Tool.

u. All DEMIL/MUT required property received at the Purchasers facility will be issued to the Purchaser by DLA personnel for destruction on a First in First out (FIFO) basis.

3. Purchaser shall develop and maintain a web-based application and provide access to Agency personnel assigned to conduct the property review for use on this contract to determine and confirm sales eligibility. The Purchaser shall grant to the Government a royalty free, world-wide, nonexclusive, irrevocable license to use this web based Quarantine Tool (hereinafter the "Q-Tool") data base that the Purchaser is required to developed and maintain pursuant to IFB A0008124. Purchaser shall provide unrestricted access to the application by Agency personnel for the purpose of conducting property reviews to determine and confirm D4R sales eligibility under this contract.

4. The Q-Tool must be approved by the Agency and operational within 60 days of contract award.

5. The Purchase shall also grant the Government, without charge and without restriction, data rights to all data and information contained within and generated by the Q-Tool including the right to display, use, modify, reproduce, release, perform, display, disclose data, compile or generate reports, prepare derivative works, use the data for program administration distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so in whole or in part, within the Government.

6. The Purchaser's grant of the license for application access and data provided to the Government does not provide the Government with rights in the underlying web-based application or computer software developed by the Purchaser solely at their expense. The Purchaser retains all rights in the Q-Tool application and database not granted to the Government.

7. Purchase shall develop and maintain a web-based application to conduct D4R (only) property review and maintain a web-based application and provide access to Agency personnel assigned to conduct the property review for use on this contract to determine and confirm sales eligibility. The Purchaser is responsible to input all required information, as listed in paragraph 4, a through f, into the Q-Tool to allow the Agency to conduct the proper review. The Agency and Purchaser shall refer to this application as the Q-Tool. Ultimately, the Q-Tool will serve as a 15-business day Agency preview area of all items the Purchaser is preparing to offer for sale. Items may be added to the Q-Tool at the Purchasers discretion.

8. During the 15-business day quarantine, the Purchaser is not allowed to make property visible to the general public. The property being quarantined will be placed in the controlled cage area until review by CPVO is completed. The Agency will approve, reject, or place into Research Status all items in the Q-Tool within the 15-business day preview time. Any item the Agency identifies as needing more information, it must be put into Research Status within the Q-Tool. Once the Purchaser has provided the Agency with the required additional data, the Agency will remove the material from research status and determine sales eligibility at that time. Any item left in research status for more than 45-business days after entering the Q-Tool will be automatically rejected. All property approved as a result of the Q-Tool application will be offered for sale on the Purchasers web site or retail centers with a system generated icon/marker identifying the item as having been reviewed by the Agency prior to posting for sale. If the Purchaser reassigns a previously approved item to another sales event, the item will be returned to the Q-Tool with the system generated icon/marker. The Q-Tool application will have the ability to export the data into a spreadsheet format and will include the following fields:

- a. Purchaser Material ID Number/Lot Number Purchaser Site Location of the Property Federal Supply Class (FSC) (if available)
- b. National Item Identification Number (NIIN) or Local Stock Number (LSN) (if available)
- c. Item Name/Description
- d. Part Number and Manufacture Model Number
- e. Quarantine Date (date entered quarantine)
- f. Photographs of Item (pictures of each side of the item and the data plate are required)

9. The Agency reserves the right to implement an Agency managed Quarantine Tool (Q-Tool) for property reviews. Implementation of the Agency tool requires the Purchaser to transition from using their web-based tool and begin using the Agency's tool for the purposes of conducting the property reviews to determine sales eligibility at no additional cost to the Agency. The Agency will provide a 120-calander day advanced notice to the Purchaser to allow for transition and implementation to the Agency Q-tool.

a. At this point the Purchaser will be required to request access to the Government systems and successfully complete any Security and background checks.

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

11. Reusable boxes and cases (e.g. Pelican cases) are authorized to be re-sold by the Purchaser. Purchaser must input all requested property into the Q-Tool for proper vetting. Once approved by the Agency's Verification team and visually inspected by the Agency's on-site personnel Purchaser will be allowed to sell the case(s).

12. All military markings and data plates are to be completely destroyed during the DEMIL/MUT process. All Technical Data (e.g. Drawings, CD's, Manuals, etc.) is considered DEMIL/MUT and must be destroyed by burning, cross-cut shredding or pulping IAW Government regulations.

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

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

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

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

d. No Purchaser Returns of Non-Hazardous Material: Purchaser does not have right to return unsaleable material or material with low to no sales profit margin. The Government recognizes that some commodities shall be delivered that represent recycling challenges that shall require unique and challenging solutions. The Government shall not reimburse for disposal or land fill costs for any material referred in this public sales contract.

14. All Government property arriving at the Purchaser's site is required to have a Refrigerant Removal Certification if the property once contained refrigerant. A copy of the certification will be provided to the Purchaser as required. The Purchaser shall not remove or attempt to remove refrigerant or other Ozone Depleting Substance (ODS) from any Government property received. The designated Government employee will arrange for the recovery of the refrigerant from any Government property arriving on the site containing refrigerant and/or certification of refrigerant status of Government property that once contained refrigerant and provide the Purchaser a copy of the certification as required. Purchaser may be authorized to affect removal of ODS material by qualified employees or third party, on a case by case basis.

15. Facility Requirements:

a. Purchaser's facility shall have:

i. Security fencing around the entire facility.

ii. Controlled truck access gate for controlled and other property.

iii. Certified Truck and Pallet Scales.

iv. Controlled entrances to DEMIL/MUT area.

v. Limited access to essential employees. Purchaser's nonessential employees and visitors will be escorted at all times.

vi. Security cameras at all controlled and other property areas, access points, both truck and personnel.

vii. A 30 day minimum recording and retrieval capacity for the security cameras and access for DLA Disposition Services personnel to view if necessary.

viii. Provide adequate office space with electricity for a minimum of three DLA Disposition Services employees to adequately perform their daily duties per location. Office(s) will have a desk and chair for each person and two four drawer file cabinet per office per location. (DLA Disposition Services will provide



computers, scanner, printer and copier for DLA Disposition Services personnel).

ix. Appropriate space per person is calculated at 7 ft. by 7 ft.

x. Provide adequate space for break room, dining, refrigerator, etc. based on personnel.

xi. High-speed internet access with minimum four combined LAN drops available in office spaces and Wi-Fi capabilities.

xii. Provide a lockable cage for holding troubled property. Lockable cage must have a dedicated security camera with a 30 day minimum taping and retrieval capacity with access for DLA Disposition Services personnel to view if necessary. (Troubled property is defined as any property not appropriate for the terms and conditions in this public sales contract or property under DEMIL code challenge). Cage should be of adequate size to accommodate at a minimum of 12 pallets of material, with a separate smaller lockable cage inside able to accommodate two pallets of material.

xiii. Area shall be of adequate space to allow for six shipments of material to be unboxed and laid out for KC at one time. Facility shall have storage capacity to hold up to 15 shipments, waiting for processing or inventory. (One shipment is defined as up to 52 pallets.)

xiv. All personnel and property space requirements were calculated assuming three facilities will be used. Requirements will be adjusted if Purchaser decides to use less than three facilities in the performance of this contract.

b. Safety

i. Purchaser will incorporate Agency personnel into their local safety program(s).

ii. Purchaser shall provide the following Personal Protective Equipment (PPE) for use as determined by the Purchaser's safety program (s):

1. Hard Hat.
2. Protective Goggles.
3. Hearing Protection.

c. Fencing and gate requirements for the Purchaser:

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

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

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

f. Fence Topping - Install outriggers (support arms) at 45-degree angles in a single arm (towards the threat side) or Y/V configuration, constructed of a single or double outrigger consisting of 18-inch (457 mm) arm(s), each having three strands of barbed wire at regular intervals along the top of the fence.

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

h. After award, the Agency Verifier and Purchaser will develop a planograph of storage locations and layout of work areas for the Purchaser to follow for controlled and other property storage. Sixteen (16) locations are required. One (1) location shall be for troubled property, one (1) location shall be for CPVO Quarantined property and fourteen (14) additional locations will be for shipment storage. Coordination between Purchaser and DLA Disposition Services is required to provide the best working planograph. This information is a DLA Disposition Services warehousing system and procedures requirement.

16. Purchaser's facility will be considered a recycle point for recycling of electronic equipment and shall be either Responsible Recycling Standards (R2) or e-Steward certified at time of award for the contract. Other recycling certifications will not be accepted in lieu of an R2 or e-Steward certificate. If R2 or e-Steward certification is not maintained throughout the life of the public sales contract, the public sales contract will be terminated.

17. Property may contain hazardous materials to perform their intended functions such as, batteries, beryllium and oils. Purchaser will be responsible to drain and collect all fluids and possible hazardous materials (R-2 E-Stewart focus items). Accumulations during the processing will be the Purchaser's responsibility to recover, store, and dispose of IAW Federal, state, and local laws and requirements.

18. Reports/Metrics

- a. Purchaser shall provide necessary documentation to the DLA Site POC that Agency personnel were trained to use the PPE described in paragraph 9 b.
- b. Purchaser shall provide training rosters to the DLA Site POC for any local safety briefings provided to Agency personnel.
- c. Purchaser shall, upon discovery of miss-shipped classified, MPPEH, radioactive, or hazardous property, immediately photograph, gather the required information to complete a report, and immediately deliver the report and property to DLA Site POC. The report will have:
  - i. Date and time received.
  - ii. Purchasers tracking number
  - iii. Commercial Bill of Lading (CBL).
  - iv. DD Form 1348-1A Material Release Order (MRO).
  - v. Pick up location.
  - vi. Category of Report, DEMIL/HM/Classified.
  - vii. Number of items.
  - viii. Type of property
  - ix. Make.
  - x. Model.
  - xi. Serial number.
  - xii. Military generator's DoDAAC/Military service, when available.
  - xiii. Clear photos of property, including any associated paperwork attached to the property (sample report will be provided in Auction A0008124 Addendum).
- d. Suspected theft of any property (D4R/DMF/DEMIL): Purchaser will contact the local Police Department and provide a copy of the police report and status of property recovery to the SCO within 24 hours of the incident.
- e. Discrepancy reports (e.g. shipping, packaging, etc.): Purchaser will complete form SF364 Report of Discrepancy (ROD) and submit it to on-site Agency personnel for any property or shipment in question for resolution (sample report will be provided in Auction A0008124 addendum).

## **Sale by Reference Articles and Paragraphs**

### Section 3: General Terms and Conditions

1. This is not a service contract administered in accordance with the Federal Acquisition Regulations (FAR). This is a public sales contract for the sale of scrap pursuant to provision in Title 40, US Code, Chapter 5 wherein the Purchaser is agreeing to conduct Demilitarization and mutilation of the property as a condition of sale. The Government is not responsible for any indirect or inconsequential expenses related to performance under this public sales contract. The measure of the Government's liability, in any case where liability of the Government to the Purchaser has been established, shall not exceed refund of such portion of the purchase price as the Government may have received. Purchaser may be required to attend special training, seminars, instructions, classes, safety orientations, etc., provided by the Government or to provide information to perform work or gain access to the site. Example: Pass and ID requirements, antiterrorist training, Environmental Management Systems (EMS) policies and/or equipment training.
2. The Agency has the discretion to determine the items to be sold to Purchaser regardless of Federal Supply Code or location. Purchaser has no right to any property that is not issued under the terms of this public sales contract. The Agency reserves the right to sell property that otherwise could be issued under this public sales contract through other offerings or public sales contract means.
3. All property covered under this public sales contract is being sold as is, where is, with no warranty or guarantee of use or salability expressed or implied. No request for adjustment in price for any item or rescission of the sale will be considered.

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

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

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

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

8. The Agency reserves the right to ship property from any location to the Purchaser's approved facility. In these cases, the shipments will be coordinated with the Purchaser.

9. Purchaser shall not be allowed to sell material at the Agency site. All sales of material must occur at Purchaser facility after conditions of section 2 have been met (i.e. vetting of D4RA and scrapping/mutilation of DEMIL/MUT)

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

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

- a. Enter into a partnership, joint venture or other arrangement where the purpose or effect is to engage indirectly in a transaction that would be prohibited by the provisions of this public sales contract if undertaken by the Purchaser directly; or
- b. Enter into contracts or other arrangements that would assign all or substantially all responsibility for and control of performance of the contract to another party or parties, without the prior written approval of the Agency which shall consider such request in accordance with the Assignment of Claims Act of 1940, as amended, 41 U.S.C. sec. 15, and the Government's best interest. In the event of any improper assignment without the written approval of the Agency, this public sales contract shall be terminated at the option of the Government in the exercise of its sole discretion; or
- c. File a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under Title 11 of the United States Code (or corresponding provisions of future law) or any other Federal or state insolvency law; file an answer consenting to or acquiescing in any such petition; make any assignment for the benefit of Purchaser's creditors; or admit in writing Purchaser's inability to pay its debts as they mature, without the prior written consent of the Agency.

12. Purchaser acknowledges that during the performance of this public sales contract, changes in Government processes, procedures, policies, regulations or laws could result in a large volume of material being turned

in to the Agency that could ultimately be referred under this public sales contract. The Agency and the Purchaser agree to cooperate and institute special procedures as necessary in connection with processing material surges. Any costs of the increased workload upon the Purchaser would not be at any additional costs to the Government.

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

- a. Government owned certified scales located on Government installation. Purchaser's conveyance will be weighed empty upon entrance of the Government installation and weighed with a full load upon exiting the Government installation.
- b. Certified scales not located on Government installation. Purchaser shall not be reimbursed for transportation costs associated with the weighing process, including the cost of transportation to and from the scale. The Purchaser is solely responsible for costs associated with the use of a public certified scale.
- c. All weighing will be observed by both parties, recorded on a DLA Form 1367 (filled out by GOVERNMENT personnel) and signed by both parties at pick up and prior to issue at Purchasers facility.

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

- a. The SCO or designated representative with or without notice will perform inspections on worksites, facilities, permits, licenses, financial and other business related documents at any time during the term of this public sales contract.
- b. External auditors may elect to audit records and processes related to this IFB.
- c. Monthly reconciliations of removals, billing, payment, and performance measures will be conducted and results will be provided to the Purchaser by the SCO.
- d. Purchaser agrees to cooperate fully with the Government when informed by the Agency of an ongoing investigation by any DOD or Federal Government investigation service or agency or during the Agency's Compliance Reviews or Audits. Purchaser agrees to provide the Agency with all requested information regarding material or information relating to the Purchaser's Buyers or sub-contractors. Purchaser shall make all sales records pertaining to such investigations available to the Agency at the earliest available opportunity but no later than three business days from the date of the request. Requests for information shall be provided in electronic format when possible. Purchaser personnel with knowledge of the particular subject matter shall be available to cooperate with any Government investigation.

15. Performance Measures Requirements and Reports:

- a. Quality Assurance Surveillance Plan (QASP). (See addendum A0008124)
- b. Contract Performance Report (DLA 2533): The Agency will complete a DLA Form 2533 Contract Performance Report (CPR) and submit to the SCO for any issue in questions to receive resolution.
- c. Report of Discrepancy (SF 364): Reports of Discrepancy (ROD) (i.e. shipping, packaging etc.) will be initiated by the Purchaser for any questionable item. Purchaser shall complete SF 364 ROD and submit it to the Agency personnel on site for any property or shipment in question to receive resolution. When resolved locally, the SF 364 will be completed and sent to the SCO. When resolution cannot be made locally, the property will be segregated and identified by the Report number. A copy of the SF364 will be stored with the property until final disposition has occurred. (See Addendum A0008124X for example forms)

16. Purchaser shall comply with all applicable Federal, State and local laws, ordinances, regulations, etc., with respect to human safety and the environment during the processing, use or disposal of material purchased from the Agency. Purchaser's Facility/worksites will be safe and free of hazards IAW Occupational Safety & Health Administration (OSHA) standards. Purchaser shall provide appropriate Personal Protection Equipment (PPE) for their employees. Purchaser will also provide eye protection, hearing protection and hard hats (when required) to DLA Employees when PPE is required.

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

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

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

20. Environmental and Human Safety Notice:

a. It is the responsibility of the Purchaser to ensure that the ultimate end use of the property is performed in an environmentally compliant manner. As such, prior to the award of any hazardous item, each high bidder's premises and/or the intended disposal facility may be subject to an on-site inspection by a Government representative. All offerors are advised that they must comply with all applicable Federal, State and local laws, ordinances, regulations, etc. with respect to human safety and the environment during the processing, use, or disposal of material purchased from the Department of Defense.

21. The responsive apparent high bidder shall be required to submit a completed and signed DLA Form 2536 Statement of Intent (SOI) Completed (Parts 1-6).

a. The apparent high bidder must identify all property destination(s) in Section 2 of the SOI including those destinations receiving removed POLs, drained and purged materials, and DEMIL/DEMAN/MUT operations.  
b. At any time during the performance period of the public sales contract where an alternative destination not listed in the SOI would be required, the Purchaser will provide an updated SOI for an ERD to be performed on the proposed destination prior to use.

22. Environmental Responsibility Determination:

a. The Environmental Support Branch of Disposition Services will conduct an Environmental Responsibility Determination (ERD) on sale destinations to verify if the Department of Defense (DOD) purchased property will be managed in accordance with the Invitation for Bid, Statement of Intent, Federal, State, and local regulations. All downstream facilities receiving Government property to be processed shall be listed in the Statement of Intent. Downstream recipients of Government property which has already been processed need not be listed.

b. ERDs may take up to 10 business days to complete. Any findings annotated by the Government during an ERD must be corrected prior to a proposed destination/facility's use. Purchaser is not authorized to process Government material at a site other than those listed on the SOI.

c. Should Purchaser desire to use an alternate or additional destination at any time during the performance period, Purchaser will provide an updated SOI. Purchaser is not authorized to use a facility that has not been through the ERD process.

23. Resource Conservation and Recovery Act:

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

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

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

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

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

1. The emergency planning reporting requirements of Section 302 of EPCRA.
2. The emergency notice requirements of Section 304 of EPCRA.
3. The list of Safety Data Sheets required by Section 311 of EPCRA.
4. The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.
5. The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.
6. The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Section 502 and 503 of Executive Order 13148.

25. Compliance with Export Control Regulations:

a. Bureau of Industry and Security (BIS).

i. The BIS advances U.S. national security, foreign policy, and economic objectives by ensuring an effective export control and treaty compliance system, and by promoting continued U.S. leadership in strategic technologies. BIS accomplishes its mission by maintaining and strengthening adaptable, efficient, effective export controls and treaty compliance systems, along with active leadership and involvement in international export control regimes. If required, on Destination Control Statement BIS form 711 (All exports of CCL not

designated as EAR99, unless export is made under License Exception BAG or GFT). The minimum BIS statement is as follows: "These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end- user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations." <https://www.commerce.gov/bureaus-and-offices/bis>

ii. U.S. Export Administration Regulations:

1. Links to important EAR information for exporters.

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

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

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

26. Disposition and Use of Property:

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

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

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

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

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

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

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

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

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

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

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

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

28. Classified Material: Performance of this public sales contract neither requires nor authorizes the Purchaser to handle classified property or documents. Should Purchaser's employees handle actual or

suspected classified property or documents, the Purchaser shall immediately secure the documents or property from both physical loss and compromise and immediately notify the DLA Site POC and the SCO of the discovery.

The Purchaser shall submit a SF364 ROD as outlined below. The Agency will arrange for pick up and removal of such material. Under no circumstances shall the Purchaser release the property or documents to anyone other than designated personnel. If the contents of said documents or property are at a level that requires debriefing, the Purchaser's personnel shall be made available to the proper Government authorities for this action.

a. Destruction of Classified property may be authorized and/or required at the direction/authority of Agency.

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

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

31. Hazardous material: Performance of this contract does not require the purchaser to handle hazardous material (other than what is stipulated in the contract) and Government will make every effort to ship only authorized material under this contract. Despite efforts by the Government, hazardous material may be inadvertently shipped to Purchaser. Purchaser will be responsible for disposing of the Hazardous Material IAW Federal, State, and local laws and regulations. Purchaser shall request prior approval, from the SCO, for cost associated with the disposal. SCO will validate the credit request and coordinate with the Purchaser to ensure appropriate actions are taken.

32. Billing and Payment Information:

a. Transactions from the 25th of the current month to the 24th of the following month will be invoiced for the billing cycle.

b. Types of acceptable payments:

All payments, including those for storage charges, liquidated damages and interest shall be in U.S. currency. Payments by Electronic Fund Transfer (EFT), cashier's check, certified check, travelers check, bank draft, money order or credit card (Master Card, Visa, Discover Card, and/or American Express). Make checks payable to the U.S. Treasury. When using a credit card method of payment, the credit card number, credit card security code (3-or 4-digit code on the back of the card), name as printed on the credit card, and the expiration date shall be provided. The U.S. Treasury limits all credit card transaction to \$24,999.99. Transactions greater than \$24,999.99 cannot be split into two or more credit 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.

Address all hand-carried or delivered payments to the following:

DLA Disposition Services

ATTN: Cashier

74 N. Washington St.

Battle Creek, MI 49037

Credit Card payments within the United States can be made using the website at:

<https://www.pay.gov/paygov/forms/formInstance.html?agencyFormID=25176217>

Should Purchaser need to make a payment for less than \$1.00, the website credit card payment method cannot be used. Instead, Purchaser will be required to complete the manual credit card form and fax it to (269) 961-7230.

33. How to submit Payment:

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

DLA Disposition Services

ATTN: Cashier

74 N. Washington St.

Battle Creek, MI 49037

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

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

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

d. Should you need to make a payment for less than \$1.00, you cannot utilize the web site credit card payment method. You will need to complete the manual credit card form and fax it to (269) 961-7230.

e. NOTE: It is recommended to send payment information to the SCO when submitting payment(s) to DFAS.

34. Payment Confirmation: The Government does not provide payment confirmation. Purchaser shall submit proof of each payment to the SCO, showing type of payment, amount, and date submitted. The SCO will ensure payment is applied to the Purchaser's account.

35. Consequences of late or short payments:

If full payment is not received within 30 calendar days of the bill, interest shall be charged on the unpaid portion at the rate established by the U.S. Treasury from the date of the bill in accordance with Section 3717 Title 31 of the U.S. Code. After 30 calendar days from the bill date, the Government will collect from the pre-payment taking offset action against any of the Purchaser's unpaid invoices. If the debt is forwarded to the DFAS Debt Management Office, Contract Pay Services, Columbus, Ohio; the Purchaser shall be assessed an administrative fee of \$26 to cover costs specifically associated with the administration and collection of payments over 30 calendar days delinquent.

If full payment is not received within 90 calendar days from the date of the bill, the Government will transfer the debt to the Debt Management Office for collection and an additional administrative charge of \$50 will be assessed. They will continue the collection process and if unsuccessful, shall transfer the delinquent debt to the Department of Treasury for further collection. Because of this transfer, the following actions may be taken:

a. The debt shall be subject to the Department of Treasury offset from Federal payments due (owner or company, as applicable). A fee for each offset made will be added to the debt as part of the administrative charge. Federal payments eligible for offsets include contract payments, Federal income tax refunds, and other payments not exempt.

b. The debt may be reported to a credit bureau.

c. The debt may be referred to a private collection agency. In such instance, a fee for collections made shall be added to the debt as part of the administrative charge.

d. The debt may be referred to the Department of Justice for litigation. In such case, an administrative cost will be added to the debt.

The Purchaser may inspect and/or request a copy of the records pertaining to this debt. If the Purchaser believes the debt is invalid or the amount is incorrect, please contact the SCO immediately. If the Purchaser is financially unable to pay the full amount of the debt, the Purchaser may request a written agreement to pay the debt in installments. The Purchaser's request for an installment agreement shall be in writing and supported by certified statements of income and financial position covering the last 12 months. The point of contact for this debt is the Sales Contracting Officer listed on the Notice of Award document.

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

a. Separate all disputed property from the processing area into a segregated area until the dispute is resolved. Attach a SF 364 Report of Discrepancy (ROD) to the disputed property and submit a copy to the SCO for resolution.

b. Contract Disputes Act of 1978, 48 CFR 52.233-1 Disputes (May 2014):

i. This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

ii. Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

iii. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting



parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Purchaser seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

iv. A claim by the Purchaser shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Sales Contracting Officer for a written decision.

A claim by the Government against the Purchaser shall be subject to a written decision by the Sales Contracting Officer.

v. The Purchaser shall provide the certification specified in paragraph (3) of this clause when submitting any claim exceeding \$100,000.

vi. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

vii. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Purchaser believes the Government is liable; and that I am authorized to certify the claim on behalf of the Purchaser."

viii. The certification may be executed by any person authorized to bind the Purchaser with respect to the claim.

ix. For Purchaser claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Purchaser, render a decision within 60 days of the request. For Purchaser -certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Purchaser of the date by which the decision will be made.

x. The Contracting Officer's decision shall be final unless the Purchaser appeals or files a suit as provided in 41 U.S.C chapter 71.

xi. If the claim by the Purchaser is submitted to the Contracting Officer or a claim by the Government is presented to the Purchaser, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Purchaser refuses an offer for ADR, the Purchaser shall inform the Contracting Officer, in writing, of the Purchaser's specific reasons for rejecting the offer.

xii. The Government will pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each six-month period as fixed by the Treasury Secretary during the pendency of the claim.

xiii. The Purchaser shall proceed diligently with performance of this public sales contract, pending final resolution of any request for relief, claim, appeal, or action arising under the public sales contract, and comply with any decision of the Contracting Officer.

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

38. Sales By Reference Articles and Paragraphs:

a. Sale by Reference Articles and Paragraphs: The following general information, instruction and special conditions of sales contained in the Agency pamphlet entitled the "Sale by Reference Instructions, Terms and Conditions Applicable to Department of Defense Personal Property Offered for Sale by DLA Disposition Services", published July 2012, are hereby incorporated by reference and become a part of this IFB and any

public sales contract resulting from acceptance of a bid submitted pursuant to this IFB as fully as though such instructions, terms and conditions had been specifically set forth herein:

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

1. Paragraph 8
2. Paragraph 12
3. Paragraph 13

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

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

iii. SALE BY REFERENCE PART 3: Sale of Government Property Special Sealed Bid Conditions: Does not apply!

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

1. Paragraph 6 TERMINATION is amended to: "Unless otherwise provided in the Sale, this contract may be terminated by either party without cost to the Government upon 180 days' written notice to the other, to be calculated from the date the notice is mailed."

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

1. Article A
2. Article G
3. Article D: Liability and insurance paragraph (2) is amended to: "Bodily Injury Insurance in an amount of not less than \$100,000 for any one person and \$500,000 for any one accident or occurrence."
4. Article D: Liability and insurance paragraph (3) is amended to: "Property Damage Liability Insurance in the amount of \$100,000 (which shall include any and all property whether or not in the care, custody or control of the Purchaser)."

vi. SALE BY REFERENCE PART 6: Additional Special Circumstance Conditions - Demilitarization and Mutilation: All conditions apply except:

1. Article A

vii. SALE BY REFERENCE PART 7: Additional Special Circumstance Conditions - Hazardous and Dangerous Property: All conditions apply!

viii. SALE BY REFERENCE PART 8: Additional Special Circumstance Conditions - Foreign Excess Personal Property: Does not apply!

ix. SALE BY REFERENCE PART 9: Special Spot Bid Conditions of Sale of Government Property: Does not apply!

x. SALE BY REFERENCE PART 10: Sale of Government Property Special Auction Conditions: Does not apply!

#### Section 4: Bidding, Award and Definitions

##### 1. Bidding Process:

a. Purchaser's bid shall consist of an amount per pound specified in U.S. currency. Prospective bidders should be aware of certain risk factors that could affect a bidder's assessment of this public sales contract and the calculations supporting the resulting bid. Under no circumstances is the Agency or the Government responsible for any assumptions, planning factors, or decisions the Purchaser made related to determining their high bid. This is a firm fixed price public sales contract where the bid price is expressed in US currency specified by the bidder, per pound. The Government expects the Purchaser to perform all the requirements under this public sales contract at the bid price submitted by the Purchaser. At no time shall the Government pay the Purchaser to take material offered. There shall be no reimbursement to the Purchaser under this public sales contract except for the limited circumstances related to reimbursement of actual expenses incurred for return of property directed by the Government. The Government

is not responsible for any indirect, inconsequential, or completeness (through assumption of sales value, act or omission of factors) of expenses related to performance under this public sales contract. The measure of the Government's liability, in any case where liability of the Government to the Purchaser has been established, shall not exceed refund of such portion of the purchase price as the Government may have received.

2. How to Bid:

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

3. Where to Send Bid:

- a. Do not email bids or call in bids directly to the SCO.
- b. Bids may be submitted via:
  - i. E-Sales website located at: <https://www.sales.dla.mil>
  - ii. Email Bids to DRMSALESBIDS@DLA.MIL (include IFB Number).
  - iii. FAX bids to 269-961-7568 (include IFB Number).
  - iv. Hand Carried by Bidder.
  - v. United States Postal Service.
  - vi. Express Carriers (FEDEX, UPS, DHL, or other courier services).
  - vii. The hand-carried or delivered bids shall be addressed to:  
DLA Disposition Services  
ATTN: Bid Room A0008124  
74 N. Washington Avenue  
Battle Creek, MI 49037

4. When to send Bid:

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

5. How to modify/cancel bid:

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

6. Bid Evaluation and Award:

- a. This is not a service contract awarded or administered in accordance with the Federal Acquisition Regulations (FAR). This is a public sales contract for the sale of scrap that will be awarded and administered pursuant to the provisions in Title 40, US Code, Chapter 5.
- b. The Government intends that a single award will be made to a responsible bidder with the highest priced responsive bid, unless a determination is made to reject the bid under 41 CFR § 102-38.205.
- c. Under 41 CFR § 102-38.205, the Agency reserves the right to accept or reject any or all bids. The Agency may reject any or all bids when such action is advantageous to the Government, or when it is in the public interest to do so.
- d. A responsive bid is a bid that complies with the terms and conditions of the sales offering, and satisfies the requirements as to the method and timeliness of the submission. Only responsive bids may be considered for award.
- e. The general standards in FAR Part 9 on contractor responsibility determinations that are applicable to procurement contracts are not directly applicable to public sales contracts awarded under 40 U.S. Code §545, but may be considered by the Sales Contracting Officer in evaluating bidder responsibility.
- f. A responsible bidder is one that has the necessary organization, experience, financial resources, accounting process, operational controls, technical equipment and facilities, or the ability to obtain them, to perform the requirements of the public sales contract, and has no disqualifying factors (i.e., is not suspended, debarred or an ineligible transferee).
- g. Prior to award, the Agency will conduct a pre-award survey of the apparent high bidder. Only the high bidder will be evaluated through this screening process and there will be no comparative analysis done on other bidders. At a minimum, an apparent bidder must submit an End Use Certificate (EUC), DLA Form 1822, and Statement of Intent (SOI) DLA Form 2536. The apparent high bidder shall be required to provide detailed information on every storage location the apparent high bidder intends to use. The pre-award survey may be

conducted at the apparent high bidder's facility(ies) or other location(s) as deemed necessary by the Agency and may include but is not limited to a review of the apparent high bidder's facilities and equipment, financial capability or disclosure of a the apparent high bidder's financial condition, quality assurance, safety, environmental responsibility and transportation. The apparent high bidders shall cooperate in the pre-award vetting process by assisting in arrangements and/or by providing requested information in a timely manner. The apparent high bidder is advised that accomplishment of a pre-award survey or furnishing documents to the Agency in support of the pre-award survey is part of the assessment of the bidder's responsibility and is not a guarantee the bidder will receive award of a contract. The SCO may rely upon information obtained in the pre-award survey in making his assessment of the bidder's present responsibility.

7. Pre-Award Survey will include but is not limited to the following:

- a. The Purchaser's Facility shall pass an inspection by Agency personnel prior to contact award. (See Facility Inspection Checklist in Attachment B)
- b. An Environmental Responsibility Determination (ERD) will be conducted by Agency personnel.
- c. A Trade Security Control Assessment will be made by agency personnel.
- d. Necessary licenses, permits and certifications will be reviewed.

8. The apparent high Bidder must not be an ineligible transferee, which is defined as individuals, entities, or countries:

- a. Excluded from Federal programs by the General Services Administration as identified in the System for Award Management at <https://www.sam.gov/portal/public/SAM/>.
- b. Subject to denial, suspension, debarment, or other sanctions pursuant to export control and related laws, regulations, or orders administered by the DOS, DOC, DHS, or USTD. The DOS, DOC, DHS, and USTD name these entities, individuals, and countries in the Federal Register and at the following websites:
- c. DOS DDTC Debarred Parties Website at [http://www.pmdtcc.state.gov/compliance/debar\\_intro.html](http://www.pmdtcc.state.gov/compliance/debar_intro.html);
- d. DOS DDTC Embargoed Countries Website [http://www.pmdtcc.state.gov/embargoed\\_countries/index.html](http://www.pmdtcc.state.gov/embargoed_countries/index.html)
- e. DOC Denied Persons List Website at <http://www.bis.doc.gov/dpl/thedeniallist.asp> and DOC Unverified List Website at [http://www.bis.doc.gov/enforcement/unverifiedlist/unverified\\_parties.html](http://www.bis.doc.gov/enforcement/unverifiedlist/unverified_parties.html);
- f. USTD Specially Designated Nationals List Website at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. Which includes designated narcotics traffickers and designated terrorists, USTD Sanctions Program Website at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

9. If at any point the SCO determines the bidder that submitted the apparent high, responsive bid cannot be found affirmatively responsible, the next highest bidder will be assessed in the same pre-award survey process. This same process of vetting the next highest responsive bidder may continue, at the sole discretion of the Sales Contracting Officer, until a responsive bidder is identified and is determined to be affirmatively responsible.

10. In the event that two or more bidders submit responsive bids for the exact same bid amount, and both are considered the apparent high bidder, the Sales Contracting Officer will conduct the pre-award survey vetting process on all apparent high bidders that have submitted responsive bids for the same amount. After the vetting process is completed, if the Sales Contracting Officer determines that there are two or more apparent high bidders and both are determined to be affirmatively responsible, other factors of the sale (e.g. timely removal of property, terms of payment, etc..) that would make one offer more advantageous to the government will be considered to make an award.

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

- a. Complete and return End Use Certificate (EUC), DLA Form 1822 to the SCO. (SCO will provide these forms at notification);
- b. Complete and return Statement of Intent (SOI), DLA Form 2536 to the SCO. (SCO will provide these forms at notification);
- c. Provide DEMIL/MUT Certifier appointment letters to the SCO;
- d. IAW 41 CFR 102-40.170 paragraph G When donating or selling electronic products, the sales terms and sales documentation, or donation document, must include the following certification, or an equivalent certification, which must be signed by the donee or successful bidder:

It is hereby certified that the undersigned purchaser or donee will comply with all the applicable Federal, state, and local laws, ordinances and regulations with respect to the care, handling, storage, disposal, and shipment, resale, export, or other use of the electronic products, hereby purchased or donated, and that he/she is a user of, or dealer in, said products. This certification is made in accordance with and subject to the penalties of Title 18, Section 1001, the United States Code, Crime and Criminal Procedures.

When recycling electronic products, purchaser or donee should use any national standards, best management

practices, or existing certification programs for recyclers in addition to Federal, state, and local laws, ordinances and regulations. In the absence of national standards, best management practices, or a national certification program for recyclers, the purchaser/donee should use "EPA's Guidelines for Materials Management" found at <http://www.epa.gov/epawaste/index.htm>

Name of purchaser or donee (print or type)

Signature of purchaser or donee

12. Once notified that you have successfully completed the pre-award assessment as the apparent high bidder, a pre-payment of 20% of the estimated total price for one year's removal of property will be required within three days.

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

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

#### Definitions

1. Certifier - A DOD contracted person or a Government employee who actually performed or witnessed the DEMIL or MUT, and is present at inventory, Kind and Count.

2. Computer data base - A collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

3. Data - Recorded information, regardless of form or the media on which it may be recorded.

4. DEMIL Manual- Defense Demilitarization Manual DODM 4160.28 volumes 1-3.

5. Demilitarize (DEMIL) - The act of eliminating the functional capabilities and inherent military design features from DOD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, crushing, shredding, melting, burning, etc. DEMIL is required to prevent property from being used for its originally intended purpose and to prevent the release of inherent design information that could be used against the United States. DEMIL applies to DOD personal property in both serviceable and unserviceable condition.

6. Demilitarization Code- A code assigned to an item by the Federal item manager to identify the required demilitarization. General DEMIL Code Descriptions:

a. A- Items subject to the Export Administration Regulations (EAR) in parts 730-774 of Title 15, Code of Federal Regulations (CFR) (CCLI or EAR99) and determined by the DOD to present a low risk when released out of DOD control. No DEMIL, MUT, or end use certificate is required. May require an export license from DOC.

b. B- United States Munitions List (USML) Items. Mutilation (MUT) to the point of scrap required worldwide.

c. C- USML or CCL Military Items DEMIL required. Remove or demilitarize installed key point(s) items as DEMIL code D

d. D- USML or CCL Military Items DEMIL required. Destroy item and components to prevent restoration or repair to a usable condition.

e. E- DOD DEMIL Program Office reserves this code for its exclusive-use only. DEMIL instructions must be furnished by the DOD DEMIL Program Office.

f. F- USML or CCL Military Items DEMIL required. Item managers, equipment specialists, or product specialists must furnish special DEMIL instructions.

g. G- USML or CCL Military Items DEMIL required ammunition and explosives (AE). This code applies to both unclassified and classified AE items.

h. P- USML Items DEMIL required. Security classified items.

i. Q- Commerce Control List Item (CCLI) MUT to the point of scrap required outside the United States. Inside the United States, MUT is required when the DEMIL integrity code (IC) is 3 and MUT is not required when the DEMIL IC is 6.

7. Dunnage- Loose materials placed around cargo to prevent shifting or damage while in transit. Materials may include, but limited to, padding, wooden bracing and other material used to secure property during transportation. (Excludes binders, tie down straps and chains)

8. D4R- Electronic and electronic residue not containing precious metals, allowed to be resold as a usable item without scrapping when resale conditions are met.

9. E-Steward Certification - is a company level certification based on a standard developed by the environmental community and industry members titled "e-Stewards Standard for Responsible Recycling and Reuse of Electronic Equipment. This standard encompasses ISO 14001 and R2 practices. Certification is issued by a third party certifying body.

10. Government purpose rights - The rights to use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

11. Mutilation (Scrap Classification (SCL) MUT) - A process that renders material unfit for its originally intended purposes by cutting, tearing, scratching, crushing, breaking, punching, shearing, burning, neutralizing, etc. Required to have Certificate of DEMIL or MUT signed by Purchaser Certifier and Agency Verifier.

12. Pallet size: For this contract a pallet size is 48 inches long by 48 inches wide and 36 inches in height.

13. R2 certification- (sometimes referred to as responsible recycling certification) is a company level certification based on the R2 standard overseen by the R2 Technical Advisory Committee (TAC). Certification is issued by third party certifying bodies.

14. Scrap - Recyclable, waste, and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the items original identity, utility, form, fit, and function have been destroyed. Items classified as scrap can be processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable USML or CCL items, components, and parts are not scrap. In rare instances, even though there are no recognizable parts, items, or components, certain types of scrap materials may be listed on the USML or CCL (generally specific alloys).

15. Unified Facility Criteria (UFC) - UFC-4-022-03, Security fencing and gating requirements.

16. Verifier - A technically qualified Government employee who witnessed the DEMIL/MUT of the material and inspected the residue. The individual who verifies the DEMIL/MUT should generally be at least in the next higher management or technical level to the initial certifying individual and will be a U.S. citizen, and is present at inventory, Kind and Count.