



Invitation for Bid

**Term Sale
Sealed Bid**

**Sale Number
39-3602**

Mixed Metals & Electronic Scrap

Bid Opening Date and Time

January 30, 2013; 6:00 PM UAE Time
9:00 AM USA Eastern 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
39-3602

Bid Opening Date
January 30, 2013; 6:00 PM UAE 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 10 days from the bid opening
or the bid will be considered nonresponsive.

Mail bids to:

SCO, DLA Disposition Services
Bid Room, National Sales Office
74 Washington Ave. N Battle
Creek, MI 49037-3092 or

Fax bids to:

U.S.A. (269) 961-7568

or

Place bids electronically at:

<http://www.dispositionservices.dla.mil>

or

email scanned bids to drmssalesbids@dla.mil

Sales Contracting Officer (SCO) for this sale is:
Willie Payne, 965-9962-0397

Payments

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

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

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

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Property Location Index

VARIOUS LOCATIONS IN UNITED ARAB EMIRATES AS DIRECTED BY THE SCO. THESE LOCATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO: AL DHAFRA AIRBASE, JEBEL ALI AND ABU DHABI

ITEMS 1 THRU 4

Item Description Index

Description	Item Number
ELECTRONIC (NON-HAZARDOUS) SCRAP	2
MIXED METALS, SCRAP	1
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Contract Periods

ITEMS

CONTRACT PERIODS

1-4February 1, 2013 - January 31, 2015



Above pictures of **Item 1-MIXED METALS, SCRAP**, and **Item 2-ELECTRONIC (NON-HAZARDOUS) SCRAP** are for reference purposes only. Pictures are representative of the nature of property advertised in this Invitation for Bid (IFB). Any whole vehicle released is in a scrap/salvage condition, not capable of repair. All property will be mutilated or demilitarized prior to release. This solicitation is for scrap property, property that has no value other than is basic material content.

See "List of Sale Items" in this IFB for more detail pertaining to each individual item.

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

List of Sale Items

ITEMS 1 THRU 4 ARE LOCATED AT VARIOUS LOCATIONS IN UNITED ARAB EMIRATES AS DIRECTED BY THE SCO. THESE LOCATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO: AL DHAFRA AIRBASE, JEBEL ALI AND ABU DHABI

1. MIXED METALS, SCRAP

a. Demilitarization performed or mutilated prior to release
 b. Item will be Demilitarization Code A upon release
 c. Item will not be in a usable or serviceable (Condition Code A) upon release.
 May or may not include light and heavy steel from but NOT limited to, filing cabinets, lockers, desks, safes, appliances, exercise equipment, and chairs. Other metals may include light and heavy iron and steel derived from various types and sizes of commercially available vehicles. Any whole vehicle released is in a scrap/salvage condition, not capable of repair. Limited quantities of non-ferrous metals. Includes non-metallic foreign attachments.

SALES CONTRACT/BIDDING

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

MULTIPLE AWARDS

The U.S. Government intends to make multiple awards of this item in order to have sufficient capability to conduct ongoing removals without breaks in service to the USG in United Arab Emirates (UAE) regardless of the contingencies that individual contractors may experience. Accordingly, the number of contracts awarded for this item is not pre-determined. The USG may award one or several contracts for this item and it may award to only the highest priced offers or it may award to every responsive, responsible bidder who submits a bid to the U.S. Government it determines to be reasonable. The U.S. Government's intent is to ensure it has sufficient number of contractors to perform in various situations and locations, while also ensuring it awards only to responsive, responsible bidders.

BILLING

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

POINTS OF CONTACT

All issues, concerns and questions concerning this contract, billing, contract performance, terms/conditions will be directly addressed with the Sales Contracting Office (SCO) assigned to Kuwait. Direct liaison with a proxy for contractual issues can only be authorized in writing by the SCO.

DEMILITARIZATION, MUTILATION AND CONDITION CODE

All scrap in this item will be demilitarization code A upon release. No scrap in this item will be condition code A upon release. It is the sole responsibility of the USG to determine whether the item is safe to remove and has met the prescribed demilitarization and mutilation standards. The purchaser will not be required to perform any demilitarization or mutilation.

UNITED STATES GOVERNMENT (USG) ASSISTANCE

When available the USG will assist in the loading of the purchaser's trucks using USG equipment and personnel. The purchaser must be both willing/capable of loading their own conveyance in the event government assistance is not available. Purchaser will be provided three (3) workday notification if required to load their own conveyance. The USG will assist in entry/access to the USG installations for a minimal amount of personnel required for the assigned task. There will be no CAC sponsorship within this contract. Due to fluctuation in security levels, additional security requirements may be imposed on the bidder to gain access to the USG installations.

REMOVAL PRIORITY

There will be not culling or mixing of property unless authorized by the USG. The USG will designate which property will be removed and when.

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

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

MINIMUM/MAXIMUM AMOUNTS

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

DEMIL CODE A

Outside - Multiple Sites

ESTIMATED TOTAL GENERATION

MINIMUM QUANTITY - 5,000 KILOGRAMS
MAXIMUM QUANTITY 5,000,000 KILOGRAMS

THE FOLLOWING ARTICLES APPLY:

- PART 08-A: Taxes and Duties.
- PART 08-B: Importation Restrictions.
- PART 08-C: Compliance with Laws, Restrictions, Limitations, Obtaining of Licenses, Etc.
- PART 08-E: Representation of Non-Collusion.
- PART 08-F: Import Certificate and Delivery verification (IC/DV).
- PART 08-G: Disposition and Use of Property.
- PART 08-H: Special Waste Notice.
- PART 08-I: Transporting Dangerous Goods.
- PART 08-J: Liability and Insurance.
- B15: Pre-Payment and Payment on Term Contracts.
- B27: Hold Harmless Condition.
- KC: Illicit Acts.
- LM: Inspection of Contract Performance.
- MD: Partial Removal.
- MM: Minimum and Maximum Quantities.
- PC: Failure to Perform.
- PE: Title.
- PF: Termination.

PURCHASER WILL BE NOTIFIED BY THE SALES CONTRACTING OFFICER OR HIS AUTHORIZED REPRESENTATIVE WHEN REMOVAL IS REQUIRED. PROPERTY MUST BE REMOVED WITHIN THREE (3) WORKDAYS AFTER ORAL NOTIFICATION OR FIVE (5) WORKDAYS AFTER WRITTEN NOTIFICATION

2. ELECTRONIC (NON-HAZARDOUS) SCRAP

a. Demilitarization performed or mutilated prior to release
 b. Item will be Demilitarization Code A upon release
 c. Item will not be in a usable or serviceable (Condition Code A) upon release.
 May or may not include, but not limited to, components from printers, copying machines, fax machines, calculators, telephones, and other miscellaneous related electrical/electronic components and equipment. May include foreign attachments.

SALES CONTRACT/BIDDING

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

MULTIPLE AWARDS

The U.S. Government intends to make multiple awards of this item in order to have sufficient capability to conduct ongoing removals without breaks in service to the USG in United Arab Emirates (UAE) regardless of the contingencies that individual contractors may experience. Accordingly, the number of contracts awarded for this item is not pre-determined. The USG may award one or several contracts for this item and it may award to only the highest priced offers or it may award to every responsive, responsible bidder who submits a bid to the U.S. Government it determines to be reasonable. The U.S. Government's intent is to ensure it has sufficient number of contractors to perform in various situations and locations, while also ensuring it awards only to responsive, responsible bidders.

BILLING

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

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DEMILITARIZATION, MUTILATION AND CONDITION CODE

All scrap in this item will be demilitarization code A upon release. No scrap in this item will be condition code A upon release. It is the sole responsibility of the USG to determine whether the item is safe to remove and has met the prescribed demilitarization and mutilation standards. The purchaser will not be required to perform any demilitarization or mutilation.

UNITED STATES GOVERNMENT (USG) ASSISTANCE

When available the USG will assist in the loading of the purchaser's trucks using USG equipment and personnel. The purchaser must be both willing/capable of loading their own

conveyance in the event government assistance is not available. Purchaser will be provided three (3) workday notification if required to load their own conveyance. The USG will assist in entry/access to the USG installations for a minimal amount of personnel required for the assigned task. There will be no CAC sponsorship within this contract. Due to fluctuation in security levels, additional security requirements may be imposed on the bidder to gain access to the USG installations.

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

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

MINIMUM/MAXIMUM AMOUNTS

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

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ESTIMATED TOTAL GENERATION

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MAXIMUM QUANTITY 1,000,000 KILOGRAMS

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- 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.
- LM: Inspection of Contract Performance.
- MD: Partial Removal.
- MM: Minimum and Maximum Quantities.
- PC: Failure to Perform.
- PE: Title.
- PF: Termination.

3. Reserved:

4. Reserved:

Demilitarization Codes/Requirements

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

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

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

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

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

D Serviceable - (Test/Modification) Serviceable material which requires test, alteration, modification, conversion or disassembly. This does not include items which must be inspected or tested immediately prior to issue.

E Unserviceable - (Limited 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 Unserviceable Repairable - Economically repairable material which requires repair, overhaul, or reconditioning. Includes repairable items which are radioactively contaminated.

G Unserviceable - (Incomplete) Material requiring additional parts or components to complete the end item prior to issue.

H Unserviceable – (Condemned) Material which has been determined to be unserviceable and does not meet repair criteria; includes condemned items which are 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 Suspended - (Litigation) Material held pending litigation or negotiation with contractors or common carriers.

Q Suspended - (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.

S Unserviceable – (Scrap) Material that has no value except for its basic material content. No stock will be recorded as on hand in condition code S. This code is used only on transactions involving shipments to DRMOs. Material will not be transferred to Supply Condition Code S prior to turn-in to DRMOs if material is recorded in condition code A through H at the time material is determined excess. Material identified by NSN will not be identified by this condition code.

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

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

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

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

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

NAME		POSTAGE REQUIRED	
ADDRESS			
CITY	ST		ZIP
SCO, DLA DISPOSITION SERVICES BID ROOM, NATIONAL SALES OFFICE 74 WASHINGTON AVE. N BATTLE CREEK, MI 49037-3092			
SALE NUMBER: 39-3602 BID OPENING DATE: December 17, 2012; 6:00 PM UAE Time BIDDER IDENTIFICATION NUMBER: 300-FILL-IN-YOUR-NUMBER			

19. Bids may be submitted via:

- A. U.S. Mail—Users of the U.S. Postal Service (including USPS Express Mail)
- B. Express Mail/Hand Carried Bids—Users of Express Mail Services and hand carried bids.
- C. Electronic Method—Instructions for on-line bidding at <http://www.drms.dla.mil>
- D. Electronic mail (email) - submit Item Bid Page to dmssalesbids@dlamail.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:
 - Name and title of sender, Complete firm name (if corporation),
 - Complete address and telephone number,
 - Invitation For Bid Number,
 - Item Number(s) bid on, Unit price and total price, INCLUDE the following statement:
 - "I agree to be bound by all the terms and conditions of this Invitation for Bid".

Bidder's Signature

20. Telephonic bids will not be accepted on this sale.

21. All bids must be addressed and mailed or delivered to:

SCO, DLA Disposition Services
 Bid Room, National Sales Office
 74 Washington Ave. N
 Battle Creek, MI 49037-3092
 Facsimile Number: (269) 961-7568

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

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

- 23. Personal Checks:** Personal checks will be accepted for payments of debts, interest, liquidated damages, overages and storage charges, for amounts of \$25.00 or less. Make checks payable to the U.S. Treasury.

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

- 25. Disposal Notification to All Purchasers and Sub-Purchasers:** The use, disposition, export and reexport of this property is subject to all applicable U.S. laws and regulations, including the Arms Export Control Act (22 CFR 2751 et seq.); the Export Administration Act of 1979 (560 U.S.C. App. 2401 et seq.); International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.); and the Espionage Act (37 U.S.C. 791 et seq.) which among other things, prohibits:
- a. The making of false statements and concealment of any material information regarding the use or disposition, export or reexport of the property, and
 - b. Any use or disposition, export or reexport of the property which is not authorized in accordance with the provisions of this agreement.

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

ADDITIONAL GENERAL INFORMATION AND INSTRUCTIONS - SEALED BID - CONTINUED

Inspection Dates and Times

NO INSPECTION ALLOWED

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

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

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

DRMS pamphlet *Sale by Reference, July 2012*:

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

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

CONDITIONS OF SALE - SEALED BID - CONTINUED**Articles****Article B15: Pre-payment And Payments On Term Contracts**

(a) For the line item awarded, a pre-payment of 50% of the total minimum quantity offered is required and must be paid prior to or at the first removal. For purposes of this contract, the estimated annual generation will be the minimum quantity offered for each item. No property will be released to the purchaser or his duly authorized agent before pre-payment has been received by the Sales Contracting Officer. The Pre-payment submitted by the Purchaser will be retained by the Government and applied against the last delivery affected under the contract.

(b) All payments, including those for storage charges, liquidated damages and interest must be in U.S. currency. Acceptable payments may be made by Electronic Funds Transfer (EFT), cashier's check, certified check, traveler's check, bank draft, money order or credit card (Master Card, Visa, Discover Card, American Express). When a credit card is used as payment, the credit card number, the name as printed on the credit card, and the expiration date must be provided (see Credit Card Payment form in this IFB). If more than one credit card is used, the bidder must identify the exact monetary amount to be applied against each credit card.

ARTICLE B27: HOLD HARMLESS CONDITION.

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

ARTICLE KC: ILLICIT ACTS.

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

ARTICLE LM: INSPECTION OF CONTRACT PERFORMANCE.

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

ARTICLE MD: PARTIAL REMOVAL.

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

ARTICLE MM: Minimum and Maximum Quantities

Minimum and Maximum Quantities available/effect of cancellation of an offeror's contract: Each contractor will receive orders for removal of the minimum quantity specified in the item description and may receive orders for quantities up to the maximum amount specified.

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

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

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

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

ARTICLE PC: FAILURE TO PERFORM.

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

ARTICLE PE: TITLE.

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

ARTICLE PF: TERMINATION.

Notwithstanding the provisions of Condition 6 of Part 4, Sale of Government Property Special Sealed Bid-Term Conditions (Standard Form 114C-2, Jan 70) of DRMS pamphlet "Sale by Reference", July 2012, this contract may be terminated by either party without cost to the Government upon 60 days written notice to the other, to be calculated from the date the notice is mailed. The government may or may not require additional removals during this time frame.

Loading Table

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

Removal Days

Property must be removed within three (3) workdays after oral notification or five (5) workdays after written notification.

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

ITEMS	LOCATION	LOADING LEGEND
1-4	Multiple locations in the United Arab Emirates	IV -Other loading options

LOADING HOURS: 8:00 A.M. TO 3:00 P.M. LOCAL TIME.

Loading Notes

ITEMS 1 THRU 4

When available the USG will assist in the loading of the purchaser's truck using USG equipment and personnel; however, the purchaser must be both willing/capable of both loading in the event government assistance is not available. Purchaser will be provided three (3) workday notification if purchaser is required to load their own conveyance.

Purchaser is responsible for providing appropriate transportation conveyance to safely remove and transport items.

Purchaser is responsible for all costs or fees associated with utilizing commercial weigh scale.

In the event the commercial weigh scale is unavailable, a mutually agreed upon weight will be determined by the Purchaser or his authorized representative and the U.S. Government.

Statement of Intent for Foreign Excess Personal Property

NOTE: The bidder has a duty to demonstrate responsibility to qualify for an award of Foreign Excess Personal Property. The DLA Dispositions Services Sales Contracting Officer may use the bidder's failure to provide complete or accurate information on this basis to deny the award.

1. BIDDER INFORMATION. If bidder is agent, check here. []

- a. Name and phone number of principal
b. Principal's address
c. Please list other business or names used by the principal bidder
d. Nature of Business
e. Indicate all relevant training and experience related to the use and storage of scrap/hazardous property.

2. TRANSPORTATION AND DESTINATION INFORMATION. Bidder must indicate all the item number(s) for which the information in this section applies

- a. Transporter's name and address
b. Destination of property
(a) Does principal own the storage facility?
(b) Indicate the name, address, telephone and Fax number for the local environmental regulatory agency and/or the fire department that have jurisdiction over the facility where the property will be stored.
*(3) For each item that is bid upon that has different transportation and/or destination information than what is listed in Section 2 above, bidder must provide the item number and appropriate transportation and/or destination information in the space provided below or on additional paper attached to this form.

3. COMPLIANCE HISTORY.

- a. Has any principal and/or related parties ever been accused or convicted of a local natural or international environmental violation?
b. If so what was the relationship of the defendant?
c. Explain the circumstances surrounding the accusation/violation.
d. List all environmental regulatory agencies and/or municipalities that have inspected the facility/business and the storage facility used to store the property during the past two years.

4. **SPECIFIC USAGE.** (insert item number(s) as appropriate and complete both a and b if applicable)

a. As purchaser, I will:

- (1) Resell item(s) _____ in form received.
- (2) Re-refine/reprocess item(s) _____
- (3) item(s) __ as fuel supplement _____
- (4) Scrap item(s) _____ for recovery of contents.
- (5) Use as intended (specify item and use) _____
- (6) Other (specify item and use) _____
- (7) Export outside of host country (specify country) _____

b. If exported list country where property will exported and all customer information _____

5. **ACKNOWLEDGMENTS.**

- a. Acknowledge that no false statements have been made or any information concealed regarding the business, disposition of the property, or compliance history.
- b. Acknowledge that sanctions may be imposed against any person who knowingly/unknowingly violates any law relative to environmental protection 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.
- c. Acknowledge 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.

6 **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 to under the contract, I will submit a written request for amendment of this statement to the **DLA DISPOSITION SERVICES CONTRACTING OFFICER**. I agree that I will not affect such changes without first receiving the written approval of the **DLA DISPOSITION SERVICES CONTRACTING OFFICER**.

(Date of signing)

Sign in ink (Signature of Official Bidder)

(Print or type name of bidder)

Sale of Government Property Item Bid and Award Page

Address your bid to: DLA Disposition Services Bid Room, National Sales Office 74 Washington Ave. N Battle Creek, MI 49037-3092 Sale No: 39-3602	Bids will be opened at: DLA Disposition Services National Sales Office 74 Washington Ave. N Battle Creek, MI 49037 Date: December 17, 2012; 6:00 PM UAE Time
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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 Articles B15 & B17.

BID (This section to be completed by the Bidder)

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

THE BIDDER (Check appropriate boxes)

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

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

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

Name and address of bidder (Street, City, State, and Zip Code) (type or print) - (MUST be the same as on envelope) Telephone number: Bidder identification no. (If applicable) 300 _____ Bidder's Tax ID or SSN _____	Signature of person authorized to sign this bid 	
	Signers name and title (type or print)	Date of bid

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

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

Sale of Government Property Item Bid Page

Price per Kilogram in U.S. Dollars

Item Number	Price per Kilogram
1	
2	

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

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

In accordance with Privacy Act (5 U.S.C 552a), the following notice is provided: The information requested on this form is collected pursuant to section 31001 of the Debt Collection Improvement Act of 1996 (Pub.L. 104-134) for purposes of collecting and reporting on any delinquent amounts arising under or relating to any contract awarded to you as a result of this sale. The information collected is mandatory. Failure to provide the information prior to contract award will result in rejection of your bid or offer. Routine uses which may be made of the collected information are as follows:

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

Credit Card Information

Please Note

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

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

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

(Please type or legibly print information)

First Name: _____ Last Name: _____

Company Name: _____

Card Holder Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ - _____

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

Credit Card Number: _____

Expiration Date: Month _____ Year _____

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

Contract Number: _____

Authorized Signature

Date

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