



**DEFENSE LOGISTICS AGENCY  
DISPOSITION SERVICES  
74 WASHINGTON AVENUE NORTH  
BATTLE CREEK, MICHIGAN 49037-3092**

INVITATION FOR BID (IFB)

FOR SALE OF

**METALLIC SCRAP**

**IFB 33-2099**

SEALED BID

TERM SALE

For

**NSA Crane IN.**

Offer Closing Date/Time: December 23<sup>rd</sup>, 2022, 1:00 p.m., EST Battle Creek, Michigan, USA

Inspection Period Begins December 9<sup>th</sup>, 2022, 1:00 p.m. EST. By appointment only, please plan one week out (allow 5 days for appointment).

**Sales Point of Contact (SPOC)** at Columbus:

Samantha N. Ware, Email: [samantha.ware@dla.mil](mailto:samantha.ware@dla.mil), Phone: 937-367-7007

Tracey Person, Email: [tracey.person@dla.mil](mailto:tracey.person@dla.mil), Phone: 614-674-2904

**Sales Contracting Officer:** Todd W. Koleski

EMAIL: [Todd.Koleski@dla.mil](mailto:Todd.Koleski@dla.mil)

PHONE: 269-961-5993

**Admin Sales Contracting Officer:** Kris Smoker

EMAIL: [Kris.Smoker@dla.mil](mailto:Kris.Smoker@dla.mil)

PHONE: 269-961-4089

Email bid to: [DRMSSALESBIDS@DLA.MIL](mailto:DRMSSALESBIDS@DLA.MIL)

A	INTRODUCTION .....	6
A.1	Base Access Requirements: .....	6
A.2	Useful Websites: .....	6
A.3	Item Description: .....	6
A.4	Table 1: IFB Item Number Details: .....	6
A.5	Table 2: CLIN, Material, SCL, Descriptions: .....	7
A.6	Packing: .....	7
A.7	Loading and Removal:.....	7
A.8	Inspection:.....	8
B	TERMS AND CONDITIONS OF SALE .....	8
B.1	FAR Provision 52.204-24: .....	8
B.2	FAR Provision 52.204-25: .....	8
C	SALE BY REFERENCE (SBR) .....	9
C.1	SBR Part 1: .....	9
C.2	SBR Part 2: .....	9
C.3	SBR Part 3: .....	9
C.4	SBR Part 4: .....	9
C.5	SBR Part 5: .....	9
C.6	SBR Part 6: .....	10
C.7	SBR Part 7: .....	10
C.8	SBR Part 8: .....	10
C.9	SBR Part 9: .....	10
C.10	SBR Part 10: .....	10
D	BID EVALUATION AND CONTRACT AWARD.....	10
D.1	Bidding Process: .....	10
D.2	How to Bid:.....	11
D.3	A Responsive Bid: .....	12
D.4	When to Send Bid: .....	12
D.5	How to Modify/Cancel Bid:.....	12
D.6	Bid Acceptance Period:.....	12
D.7	Bid Evaluation: .....	12
D.8	Ineligible Bidder: .....	13
D.9	Pre-Award Survey: .....	13
D.9.1	..... Environmental Responsibility Determination (ERD):	
	13	
D.10	Necessary Licenses, Permits and Certifications Shall be Reviewed:.....	13
D.11	Contract Award:.....	14

D.12 Post-Award Conference:.....	14
E PARTIES TO THE CONTRACT.....	14
E.1 Purchaser Information:.....	14
E.2 Transfer and Hypothecation:.....	14
E.3 Contract of Sale: .....	14
E.4 Authority of Sales Contracting Officer (SCO): .....	14
E.5 Authority of Sales Point of Contact (SPOC): .....	15
F CONTRACT FINANCIAL RETENTION & INSURANCE AND BOND REQUIREMENTS.....	15
F.1 Prepayment: .....	15
F.2 Insurance and Bond Contract Requirements:.....	15
G CONTRACT PERFORMANCE .....	15
G.1 Performance Period: .....	15
G.2 Regulatory Compliance: .....	15
G.3 Environmental and Safety Notice: .....	15
H DISTRIBUTIONS/PAYMENTS.....	16
H.1 The Billing Cycle:.....	16
H.2 Types of Acceptable Payments:.....	16
H.3 Payment Confirmation:.....	16
H.4 Consequences of late or short payments:.....	17
I AUTHORIZED AND UNAUTHORIZED MATERIAL REQUIREMENTS.....	17
I.1 Material Flow:.....	17
I.2 Material Referral:.....	17
I.3 Classified Material:.....	18
I.4 Material Potentially Presenting an Explosive Hazard (MPPEH):.....	18
I.5 Radioactive Property: .....	18
I.6 Hazardous Property: .....	18
I.7 Other than "Demilitarization Code A" Scrap Property:.....	18
I.8 Scrap Warranty and Exemptions from the scrapping requirement: .....	18
I.9 Demilitarization Code Assignment: .....	19
I.10 Safety of Use Message (SOUM) property:.....	19
I.11 Foreign Attachment: .....	19
I.12 Miscellaneous Debris and Dunnage:.....	19
I.13 Standard Form (SF) 364 Report of Discrepancy (ROD): .....	19
I.14 Title Transfer: .....	20
I.15 Notice of Default: .....	20
I.16 Response to Notice: .....	20
I.17 Termination: .....	20
J COMPLIANCE WITH GOVERNMENT REGULATIONS.....	21

J.1	Bureau of Industry and Security (BIS): .....	21
K	PURCHASER RESPONSIBILITIES .....	22
K.1	Scrap Yard Activity: .....	22
K.2	Weighing: .....	22
K.3	Letter of Authorization (LOA):.....	22
K.4	Purchaser Awareness of the Agency’s Environmental Management System (EMS): .....	22
K.5	Purchaser Shall Not be Allowed to Sell Material at Agency Locations: .....	22
K.6	Purchaser Use of Sub-Contractors: .....	22
K.7	Containers: .....	23
K.8	Container size and quantity:.....	23
K.9	Removal and Replacement of Containers:.....	23
K.10	Common Container Size Chart: .....	23
K.11	Segregation and Sorting of Scrap by SCL at Agency Locations: .....	23
K.12	Storage Charges: .....	24
L	CONTRACT COMPLIANCE, AUDITS AND REVIEWS .....	24
L.1	Compliance with Applicable Laws and Regulations: .....	24
L.2	Licenses and Permits: .....	24
L.3	Duties of Care and Loyalty:.....	24
L.4	Prohibited Activities: .....	25
L.5	Purchaser’s Cooperation in Investigations/Audits/Compliance Reviews: .....	25
L.6	Post award inspections:.....	25
L.7	Purchaser’s Responsibility for Independent Audit at Government’s Request: .....	25
L.8	Purchaser Record Retention:.....	26
L.9	Inspection of Records and Workplace by Government: .....	26
L.10	Purpose and Content of Compliance Audits, Reviews and Further Reviews: .....	26
L.11	Methods and Procedures for Compliance Reviews: .....	26
L.12	Further Reviews:.....	26
L.13	Compliance Notification:.....	26
L.14	Costs of Oversight: .....	27
L.15	Notice of Audit Adjustment:.....	27
L.16	Procedures for Adjudication of Audit Adjustments:.....	27
L.17	Remedies for Audit Adjustments:.....	27
L.18	Contracts with Third Parties: .....	27
M	DISPUTES AND CLAIMS .....	27
M.1	Disputes: .....	27
M.2	Alternative Dispute Resolution (ADR):.....	27
N	MISCELLANEOUS PROVISIONS.....	27
N.1	Binding Effect:.....	27

N.2 Notices: .....	28
N.3 Severability: .....	28
N.4 Headings: .....	28
N.5 Survival:.....	28
N.6 Waiver: .....	28
N.7 Force Majeure:.....	28
N.8 Use of the Agency Name and Public Communications: .....	29
N.9 Tense and Gender: .....	29
N.10 Entire Agreement and Modification: .....	29
N.11 Computation of Time:.....	29
N.12 Electronic Communication: .....	29
N.13 No Reimbursements:.....	30
N.14 Market, Resale and/or Export: .....	30
O GOVERNMENT REQUIRED REPORTS .....	30
O.1 Government Use of Purchaser Reported Information:.....	30
O.2 Performance Measure Requirements and Reports: .....	31
P ADDITIONAL CONTRACT ADVISEMENTS .....	31
P.1 Public Law Pertaining to Location Operations: .....	31
P.2 Public Law Pertaining to Material: .....	31
P.3 Resource Conservation and Recovery Act (RCRA) Notice:.....	31
P.4 Chemical Agent Resistant Coating (CARC) Paint:.....	31
P.5 Refrigerant: .....	32
P.6 Pollution Prevention and Right-to-Know Information Definitions (As used in this clause):.....	32
Q DEFINITIONS.....	33

## A INTRODUCTION

Defense Logistics Agency (DLA) Disposition Services (hereinafter, the “Agency”) is offering a three-year (36 months) term contract for metallic scrap through this Invitation for Bid (IFB). There are no option years or extension periods being offered with this IFB.

### A.1 Base Access Requirements:

All locations where property is located may have strict rules that may prohibit access to some individuals. To access our facilities, an apparent high bidder or their agent shall be required to obtain base access through the host installation. The local location will be able to provide information on how to obtain base access. Purchaser is solely responsible for determining installation access requirements and complying accordingly. If necessary, the SCO can confirm that Purchaser is performing requirements under this IFB and the resulting contract.

Applicant must show vehicle registration, proof of current vehicle insurance and identification that meets the requirements of the REAL ID ACT of 2005 in order to register for enrollment in the Defense Biometric Identification System (DBIDS).

### A.2 Useful Websites:

DLA Disposition Services: <https://www.dla.mil/DispositionServices.aspx>  
DLA Auction Site: <https://www.sales.dla.mil/dlab2b/init.do>  
System for Award Management: <https://sam.gov/>  
Bureau of Industry and Security: <https://www.bis.doc.gov/>  
U.S. Department of the Treasury: <https://home.treasury.gov/>  
Consolidated Screening List Search Engine: <https://legacy.export.gov/csl-search>

The following is for reference only and does not indicate endorsement of the information provided.

Commercial Scale Locator: <https://catscale.com/cat-scale-locator/>

### A.3 Item Description:

Metallic scrap located at or near Naval Air Station Crane, IN.

Generally, scrap material sourced to the resulting contract(s) is considered safe to sell and other than the Scrap Warranty has no additional restrictions by this Agency. The scrap material issued under this contract shall be assigned a Demilitarization Code of A and will be categorized into the SCL(s) listed below. Over the duration of the base period the Government guarantees to issue the Purchaser a minimum total weight equal to the “Minimum Guaranteed QTY (LBS.)” identified per SCL listed in Table 1. The maximum total weight the Government could issue during the base period is the “Maximum Allowed Qty (LBS.) per SCL listed in Table 1 in Section A.4.

### A.4 Table 1: IFB Item Number Details:

Table 1 provides specific information for the location, material and quantity.

State	Site	Item	Material	Total QTY (LBS.)	Minimum Guaranteed QTY (LBS.)	Maximum Allowed QTY (LBS.)
IN	NSA Crane	10	DS000E1LA	945,000	315,000	1,575,000
IN	NSA Crane	20	DS000D1DA	600,000	200,000	1,000,000
IN	NSA Crane	30	DS000D4CA	60,000	20,000	100,000

**A.5 Table 2: CLIN, Material, SCL, Descriptions:**

Table 2 is material description(s) for the Contract Line-Item Number (CLIN) for the material listed in Table 1.

CLIN	MATERIAL	SCL	DESCRIPTION
10	DS000E1LA	E1L	Iron and steel scrap, mixed w/foreign attachments, highly enameled stock, coated paint cans, tin cans, borings and turnings highly corroded, dirty, and containing excessive oil and other inferior grades of metal prohibitive to other classifications, Zinc scrap, No. 1 heavy melting steel, No. 2 heavy melting steel, No. 1 steel busheling, No. 2 steel busheling, No. 1 steel bundles, No. 2 steel bundles, logged and bundled light steel, mixed iron and shell borings and turnings, tern plate, unprepared heavy melting iron. Random length, widths, and thickness not suitable for hydraulic compression, unprepared light melting steel suitable for compression into No.1 bundles, unprepared light melting steel suitable for compression into No.2 bundles, Mixed metals scrap, includes both stripped and un-stripped engine blocks, stove plate, heavy breakable cast, mixed cast, tool steel, residue from mutilated small arm parts that require further processing, steel chain/anchors. Vehicles all types, commercial autos/trucks, residue from DEMIL processing of tactical, armored, and special purpose vehicles, and tank trailers.
20	DS000D1DA		Irony aluminum. Segregate from normal generations of wrecked aircraft aluminum because of aluminum recovery. Consists of solids generated from obsolete or rejected parts, components, or accessories from which all nonaluminum parts have not been removed, and borings and turnings containing excessive oil and other foreign materials. Large quantities of borings and turnings should be segregated. Aluminum foil, aluminum screen, aluminum solids. Pure old cable, sheet, sheet utensils, old castings and forgings free of non- aluminum attachments, logged/bundled aluminum and irony aluminum.
30	DS000D4CA		Insulated copper wire and cable. Copper cable lead covered, tinned and un-tinned copper wire, cable and pieces covered w/rubber, plastic, paint, enamel, fabric and other insulation free of steel armored and other metallic material, asbestos covering and porcelain, and armor cable.

**A.6 Packing:**

Property is loose on the ground, packaged and unpackaged, loose in cardboard cartons, wooden boxes, drums, crates and on pallets which are included in sale. Property will be placed in Purchaser provide roll offs.

**A.7 Loading and Removal:**

Tuesday-Friday 7:30AM-2:30PM Central Standard Time (CST) excluding federally recognized holidays. Purchaser will provide one bin/hopper/roll off container per SCL listed for each pick-up location. Government will place property into Purchaser provided containers. Government will place bin/hopper container that require loading by MHE onto Purchaser provided conveyance. Purchaser is required to load roll off containers.

Container(s) shall be in place within five calendar days after post-Award conference. When purchaser executes a removal, the Purchaser will drop an empty bin/hopper/roll off container to replace the full bin/hopper/roll off container being removed.

Pick up location:

**RIP** location where property is physically located is 300 Highway 361 Crane, IN 47522-5001

#### A.8 Inspection:

Tuesday-Friday 8:00AM-2:30PM Central Standard Time (CST) excluding federally recognized holidays. Bidders interested in inspecting the property under this IFB may travel to the designated site to perform inspection and sampling for the purposes of bidding on this IFB. Notify Sales Point on Contact (SPOC) five workdays prior to expected arrival. If the State or local community has “shelter in place” or “stay at home” orders in place for COVID -19, bidders are authorized to travel as part of the Defense Industrial Base, Essential Critical Infrastructure Workforce for the purpose inspecting property prior to bid opening. The awardee of this sale will also be authorized to perform the conditions of this sale as part of the Defense Industrial Base, Essential Critical Infrastructure Workforce. The SCO can provide letters of confirmation to any bidder to confirm status under Defense Industrial Base, Essential Critical Infrastructure Workforce guidance. Bidders should also be advised that both military installations and Disposition Service sites will be taking additional precautions for entry due to COVID-19. Bidders should contact the POC at least 48 hours before seeking entry to a military installation or Disposition Site in order to be informed on entry requirements.

- RIP location where property is physically located is 300 Highway 361 Crane, IN 47522-5001

Bidder will be screened by the base and must pass the screening to be legally allowed on Military installations. Bidder must have two forms of identification to gain access to the installation. Bidder should wear protective shoes at site.

## B TERMS AND CONDITIONS OF SALE

Certain contents and provisions of this IFB, including Appendices, Attachments and Schedules, are described in general. Any historical data provided in support of this IFB was derived using existing sources and is presented for general reference only.

### B.1 FAR Provision 52.204-24:

FAR Provision 52.204-24 is applicable.

#### PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

Full clause text included in attachment. The provision at FAR 52.204-24 requires an offeror to represent, on an Offer-by-offer basis, whether it will or will not provide any “covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.”

**The Representation that must be signed will be sent at the same time the Statement of Intent (SOI) is sent to apparent high bidder as part of the pre-award process.**

Full clause text included in attachment.

### B.2 FAR Provision 52.204-25:

FAR Provision 52.204-25 is applicable.

FAR Provision 52.204-25 titled, “Prohibition on Contracting for Certain Telecommunications and Video

Surveillance Services or Equipment” is incorporated by reference from the Federal Acquisition Regulation. <https://www.acquisition.gov/far/52.204-25>

Full clause text included in attachment.

## C SALE BY REFERENCE (SBR)

The following general information, instructions and special conditions of sales contained in DLA Disposition Services pamphlet entitled the “Sale by Reference Instructions, Terms and Conditions Applicable to Department of Defense (DoD) 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 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:

The Terms and Conditions of this IFB supersede the Sales by Reference wherever conflicted.

### C.1 SBR Part 1:

General Information and Instructions: All conditions apply except:

Condition 2  
Condition 5  
Condition 8  
Condition 12

### C.2 SBR Part 2:

Sale of Government Property General Sale Terms and Conditions: All conditions apply except:

Condition 12  
Condition 13(c)  
Condition 28  
Condition 29  
Condition 34

Modified Paragraph 33. DISPUTES is changed to read “Any contract awarded as a result of this sale is subject to the Contract Disputes Act 1978 (41 U.S.C. 7101-7109)”

### C.3 SBR Part 3:

Sale of Government Property Special Sealed Bid Conditions: Does not apply.

### C.4 SBR Part 4:

Sale of Government Property Special Sealed – Term Conditions: All Conditions apply except:

Condition 5.

### C.5 SBR Part 5:

Additional Special Circumstance Conditions - Miscellaneous: All articles apply except:

Article A

Article D. Paragraph D(a) is amended to: The Purchaser shall, at no expense to the Government and prior to contract performance, will confirm with the Sales Contracting Officer the following Certificates of Insurance will be effective throughout the term of the contract or any extensions thereof.

Article E

Article G

#### C.6 SBR Part 6:

Additional Special Circumstance Conditions - Demilitarization and Mutilation: Does not apply.

#### C.7 SBR Part 7:

Additional Special Circumstance Conditions - Hazardous and Dangerous Property: All articles apply except:

Article A  
Article B  
Article D  
Article F  
Article G  
Article H  
Article I  
Article J  
Article K  
Article L  
Article M  
Article N  
Article O  
Article P  
Article Q  
Article U  
Article V  
Article W  
Article X  
Article Y

#### C.8 SBR Part 8:

Additional Special Circumstance Conditions - Foreign Excess Personal Property: Does not apply.

#### C.9 SBR Part 9:

Special Spot Bid Conditions of Sale of Government Property: Does not apply.

#### C.10 SBR Part 10:

Sale of Government Property Special Auction Conditions: Does not apply.

## D BID EVALUATION AND CONTRACT AWARD

### D.1 Bidding Process:

The bid shall consist of an amount per unit of issue specified in U.S. currency. Be advised certain risk factors could affect a bidder's assessment of this 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 related to determining the bid.

Understand that the Agency is awarding this contract during a nationally declared emergency during the COVID-19 pandemic and the general circumstances that exists within the United States in reference to the COVID-19 pandemic.

The Government expects all the terms and conditions of the contract to be met at the bid price submitted. At no time will the Government pay the Purchaser to take material offered. There shall be no reimbursement to the Purchaser

under this 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 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.

**D.2 How to Bid:**

Bidders shall use the following documents provided with this IFB to submit a bid: the SF114 and SF114A. Bidder shall enter bid as a price per unit of issue not to exceed five decimal places (example 0.01005). Minimum bid is .00001 per unit of issue. Multiply your bid price by the quantity indicated in the “Total QTY” column advertised to calculate your extended bid amount.

The bidder awarded this contract will be awarded all Contract Line Items Numbers (CLINs) or none of the Items. Bidders must place a bid on each individual Item to be considered for award. Purchaser will be expected to pay the Unit Bid Price for each Item upon removal based on weight.

The highest priced cumulative bid will be determined by each bidder’s total contract price identified in the “total amount” on the SF114. “Total Amount” block on the SF 114 will be equal to the cumulative total from all CLINs from column “Total Price Bid” on the SF 114A.

The bidder with the highest “TOTAL AMOUNT” bid will be considered the apparent high bidder and will be vetted prior to award in accordance with provisions in Section D below. It is expected that the awarded company will remove all of the items in this IFB or none of the items in this IFB. The awarded company must possess all appropriate license for all items or have sub-contractors with appropriate licenses to remove all Items. Award will not be made to a bidder who demonstrates a capability to remove some, but not all, of the items listed in the IFB.

For illustrative purposes, if the four items advertised for sale in the IFB are in pounds, CLIN 1- 500,000 lbs., CLIN 2- 1,000,000 lbs., CLIN 3- 2,500,000 lbs., and CLIN 4- 150,000. Bidder A bids- CLIN 1 \$0.10, CLIN 2 \$0.02, CLIN 3- \$0.02, CLIN 4 \$0.20. “Total Priced Bid” on Example 1 shows Bidder A’s total bid price per CLIN. Example 2 shows Bidder A’s “Total Amount” equals \$150,000 for all CLINs awarded. Do not email bids or call-in bids directly to the SCO. Email bid to: [DRMSSALESBIDS@DLA.MIL](mailto:DRMSSALESBIDS@DLA.MIL)

**EXAMPLE 1: SF 114A**

SALE OF GOVERNMENT PROPERTY - ITEM BID PAGE - SEALED BID						IFB NUMBER	PAGE NO.		
						33-XXXX	1		
Enter a price per unit in the "Unit Price Bid" column and extend the total to the "Total Price Bid" column when bids are solicited in units of each, foot/centimeter, pound/kilogram, etc. Enter only a total price for the lot in the "Total Price Bid" column when bids are solicited by the lot.									
ITEM NO.	UNIT PRICE BID	TOTAL PRICE BID	ITEM NO.	UNIT PRICE BID	TOTAL PRICE BID	ITEM NO.	UNIT PRICE BID	TOTAL PRICE BID	
1	0.10	50,000.00							
2	0.02	20,000.00							
3	0.02	50,000.00							
4	0.20	30,000.00							

**EXAMPLE 2: SF 114**

**SEALED BIDS**

Sealed bids for purchasing any or all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above and at that time publicly opened. (Copies of the below mentioned forms, if not attached, are on file at the issuing office and are available upon request). Bidder is required to pay for any or all of the items listed on the Item Bid page(s) as part of this Bid, at the price sent opposite each.	NO. OF COPIES  1
--	------------------------

**SUBJECT TO**

SF 114C, General Sale Terms and Conditions	<input checked="" type="checkbox"/>	Incorporated by reference: IFB 33-XXXX		
Other Special Terms and Conditions Attached				
BID DEPOSIT REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF "YES", PERCENTAGE OF TOTAL BID	DEPOSIT MADE PAYABLE TO	PAYMENT DUE (Calendar Days)	REMOVAL OF PROPERTY (Calendar Days)
				Per IFB Terms

**BID (Completed by Bidder)**

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted (60 calendar days if no period is specified by the Government or the Bidder, but not less than 10 calendar days in any case) after date of Bid opening, to pay for and remove the property.

BID ACCEPTANCE (Calendar Days)	TOTAL AMOUNT	DEPOSIT ATTACHED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DEPOSIT FORM(S)	AMOUNT OF DEPOSIT
90	150000			

**D.3 A Responsive Bid:**

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 will be considered for award. A responsive bid submission shall contain at a minimum:

- SF114 completed and signed.
- SF114A.

**D.4 When to Send Bid:**

Bids must be in the possession of the Agency’s Public Sales Contracting Division by the offer closing date and time specified in this IFB. If the bid is not submitted on time, it shall be considered non-responsive. Late rules are outlined in FAR 52.212-1(f). Pay particular attention to the provisions that relate to the timing of e-mail submissions.

**D.5 How to Modify/Cancel Bid:**

In addition to SBR Part 4, Paragraphs 3 and 4, 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 (0) bid in the same manner as the original bid. Notify the SCO of the bid cancellation (specify date, time and method of bid submission).

**D.6 Bid Acceptance Period:**

The bid must remain valid 90 calendar days from the bid opening unless otherwise modified or cancelled.

**D.7 Bid Evaluation:**

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 sales contract, has no disqualifying factors (i.e., is not suspended, debarred or an ineligible transferee) and able to pass the Agency’s vetting process. A responsive bidder is one that has complied with all instructions for properly submitting a bid. Submitting the highest bid price does not convey any special right nor does it imply that the Purchaser shall be the primary removal company or exclusively allowed to remove throughout the term of this contract. The Government reserves the right to reject any bids that are not in the best interest of the Government. The general standards in FAR Part 9 on contractor responsibility determinations that are applicable to procurement contracts are not directly applicable to sales contracts awarded under 40 U.S. Code § 545 but may be considered by the Sales Contracting Officer in evaluating bidder responsibility.

The Government intends that a single award will be made to a responsible bidder with the highest priced responsive bid inclusive of all lines unless a determination is made to reject the bid under 41 CFR § 102-38.205. For illustrative purposes, if Bidder A's bid submission cumulative total submits a bid for \$150,000.00 "Total Amount," and if Bidder B's bid submission cumulative total submits a bid for \$160,000.00 "Total Amount," then Bidder B is the apparent high bidder since he/she would have the highest total amount priced responsive bid.

#### D.8 Ineligible Bidder:

A Bidder will not be eligible for award if they are:

- Excluded from Federal programs by the General Services Administration as identified in the System for Award Management at <https://sam.gov/>.
- 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 website: Consolidated Screening List Search Engine (<https://legacy.export.gov/csl-search>).

#### D.9 Pre-Award Survey:

The Agency will conduct a Pre-Award survey of only the Apparent High Bidder. The SCO will provide notification that you are the Apparent High Bidder (AHB), and Statement of Intent (SOI) DLA Form 2536 will be included in the notification. The SOI must have parts 1-6 completed and signed. The Pre-Award survey may be conducted at the AHB's facility. The Pre-Award survey may include but is not limited to a review of facilities, equipment, financial capability, quality assurance, safety, environmental responsibility and transportation capabilities.

The Apparent High Bidder shall cooperate in the Pre-Award process by assisting in arrangements and/or by providing requested information in a timely manner. Be advised that the Pre-Award survey and providing documents to the Government is part of the evaluation to determine responsibility and is not a guarantee of contract award.

To facilitate the Pre-Award Survey, you have three business days to:

- Complete and return SOI to the SCO.
- Complete and return FAR Provision 52.204-24.

##### D.9.1 Environmental Responsibility Determination (ERD):

The Environmental Support Branch of Disposition Services will conduct an ERD on sale destinations to verify if the DoD purchased property will be managed in accordance with the Invitation for Bid, Statement of Intent, Federal, state, and local regulations. List all downstream facilities receiving Government property to be processed in the Statement of Intent. Do not list downstream recipients of processed property.

ERDs typically take 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.

#### D.10 Necessary Licenses, Permits and Certifications Shall be Reviewed:

Prior to the award of a contract, the Agency shall determine whether the potential Purchaser has the necessary permits/licenses, experience, organization, and technical qualifications (either through its own facilities or facilities of a sub-contractor) to meet the terms and conditions and can comply with the applicable Federal, state and local laws, ordinances and regulations.

If the Agency determines the AHB is not responsible, the next highest bidder will begin the same pre-award survey process. This same process of vetting the next highest bidder will continue until a responsible bidder is identified.

#### D.11 Contract Award:

The SCO shall determine if each bid is responsive and responsible prior to award of the contract. The contract shall be awarded to the highest responsive, responsible bid. In the event of termination of the original Purchaser, the SCO may award the contract to the next highest responsive, responsible bidder if bids have not expired, and such award is otherwise determined to be in the Government's best interest.

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.

When you have successfully completed the pre-award assessment as the apparent high bidder, you will receive a Statement indicating the amount of payment due. Submit payment within three business days of the Statement.

When payment is posted and confirmed by the SCO; and all other vetting has been completed, the official signed Notice of Award will be sent to the Purchaser. At this time the post award conference will be scheduled. Purchaser shall have 30 calendar days from this official notification to become fully mission capable.

#### D.12 Post-Award Conference:

The Government shall conduct a post-award conference within 10 calendar days after award. The purpose of the conference is to ensure the Purchaser fully understands the terms and conditions of this contract. The Agency shall determine the method, date, time and location of the post award conference. The Purchaser is responsible for any cost incurred by their organization and staff. The Government shall not provide any compensation for costs incurred to attend meetings. After this meeting processing and removals will be authorized.

### E PARTIES TO THE CONTRACT

#### E.1 Purchaser Information:

Within 10 calendar days of the date of contract award, the Purchaser shall provide the Agency the following information: Designation of key persons, to include their full name, title, telephone number, email address and a synopsis of their duties under the contract. Purchaser shall provide the SCO notification of any changes to the above within 10 calendar days of the change.

#### E.2 Transfer and Hypothecation:

**General Prohibition** - Except as specifically provided herein or specifically approved by the Agency in writing, the Purchaser shall not directly or indirectly sell, transfer, assign, pledge, offer as collateral or otherwise hypothecate all or any part of its rights or obligations under the contract.

**Attempted Transfer** - Any attempted transfer in violation of the provisions of this Article shall be invalid and shall constitute a material breach of this contract.

#### E.3 Contract of Sale:

**Relationship of Parties** - This contract is an agreement for the sale of the material by the Agency as seller to the Purchaser. Purchaser and the Agency expressly disavow the creation of any other relationship, including without limitation principal-agent, master-servant, employer-employee, general or limited partnership, or joint venture, between the Agency and the Purchaser.

**Parties to the Contract:** The parties to this contract are the Agency and the Purchaser.

#### E.4 Authority of Sales Contracting Officer (SCO):

On behalf of the Agency, the SCO has the authority to represent the Agency and to commit the Agency to take such actions as permitted or required and to extend or waive timing requirements or deadlines as may reasonably be required under the performance of this contract. The exclusive representative of the Agency for all purposes under

this contract is the SCO, and all notices, demands, requests, consents, approvals, declarations, reports and other communications to the Agency from the Purchaser shall be deemed invalid unless addressed to the SCO. Communications from the Purchaser to anyone other than an SCO shall not be deemed received by the Agency.

#### E.5 Authority of Sales Point of Contact (SPOC):

The SCO designates the SPOC to provide direct oversight of the Purchaser and/or their agents to ensure they meet the terms and conditions of the contract. The SPOC does not have the authority to make binding contractual obligations, such as adding, deleting, or modifying terms and provisions in this IFB. All changes or modifications to contractual provisions in this IFB must be approved in advance by the SCO.

## F CONTRACT FINANCIAL RETENTION & INSURANCE AND BOND REQUIREMENTS

#### F.1 Prepayment:

The Agency shall retain the prepayment until the completion of the contract closure period, no later than 120 calendar days after the end of the performance period. The prepayment shall be applied to any unpaid billings or to offset any other claim that the Agency may have against the Purchaser. The Agency shall return any available balance of the prepayment, without interest, to Purchaser at the completion of the contract closure process.

#### F.2 Insurance and Bond Contract Requirements:

Purchaser shall obtain the minimum coverage specified unless the Agency approves a variance from such minimum coverage. Purchaser shall obtain and maintain the insurance and bond requirements throughout the performance period

## G CONTRACT PERFORMANCE

#### G.1 Performance Period:

The performance period of the contract resulting from the IFB shall consist of a 36-month period. There are no option periods associated to this offer.

#### G.2 Regulatory Compliance:

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 and loading 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 IAW regulations.

Anticipated Regulatory Changes: Performance under any contract resulting from this solicitation must follow all local, state, and federal laws and regulations. Accordingly, it is the responsibility of the offeror to ensure that all such laws and regulations are considered in the preparation of its proposal. Such consideration should include not only relevant laws and regulations currently in effect, but also revisions there to for which public notice has been given that may reasonably be anticipated to be effective during the life of the contract.

#### G.3 Environmental and Safety Notice:

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 Bidders/Purchasers 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 DoD.

## H DISTRIBUTIONS/PAYMENTS

### H.1 The Billing Cycle:

The Billing Cycle runs from the 25th to the 24th. The systemic billing process runs on or about the 24th of each month at 11:59 pm EST. The transactions processed from the 25th of the previous month to the 24th of the current month will be invoiced for the billing cycle.

For illustrative purposes, if Purchaser A won the award of contract line item 1 for DS000C1AA and had bid \$0.01000 per pound for this contract line item and if Purchaser A removed 10,000 pounds of DS000C1AA for the month of January, then Purchaser A would be billed \$100 (10,000 pounds times the bid price of \$0.01000 per pound per contract line item 1 DS000C1AA).

### H.2 Types of Acceptable Payments:

All payments, including those for storage charges, liquidated damages and interest shall be in U.S. currency. Acceptable forms of payment include Electronic Fund Transfer (EFT), Bank Account (ACH), 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 are acceptable. 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 and Bank Account (ACH) 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 use ACH or complete the manual credit card form and fax it to (269) 961-7230.

### H.3 Payment Confirmation:

The Government does not provide payment confirmation. Purchaser shall submit proof of payment to the SCO, showing type of payment, amount, and date submitted. The SCO will ensure payment is applied to the Purchaser's account. Payment submission through Pay.gov is recommended to reduce processing time. Pay.Gov confirmation email is proof of payment.

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

#### H.4 Consequences of late or short payments:

If full payment is not received within 30 calendar days of the bill, interest will 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, we will collect from the pre-payment taking offset action against any of your unpaid invoices. If the debt is forwarded to the Debt Management Office, Contract Pay Services, Columbus, Ohio; you will 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, we 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, will transfer the delinquent debt to the Department of Treasury for further collection. As a result of this transfer, the following actions may be taken:

- The debt will be subject to the Department of Treasury offset from Federal payments due (you or your 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.
- The debt may be reported to a credit bureau.
- The debt may be referred to a private collection agency. In such instance, a fee for collections made will be added to the debt as part of the administrative charge.
- The debt may be referred to the Department of Justice for litigation. In such case, an administrative cost will be added to the debt.

You may inspect and/or request a copy of the records pertaining to this debt. If you believe the debt is invalid or the amount is incorrect, please contact us immediately. If you are financially unable to pay the full amount of the debt, you may request a written agreement to pay the debt in installments. Your request for an installment agreement should 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 your award document.

## I AUTHORIZED AND UNAUTHORIZED MATERIAL REQUIREMENTS

### I.1 Material Flow:

The material is by SCL as weight in unit of issues (i.e., LB, TN, KG), by each location. The Agency has established field locations and other receipt-in-place locations to meet the needs of our customers. The Agency does not represent that the locations and the number of locations are enduring and does state that all locations are subject to change based on the needs of our customers.

### I.2 Material Referral:

The Government has sole discretion to determine when and what material shall be issued to the Purchaser, and the Purchaser has a contractual obligation to purchase and accept all material referred by the Government as specified in the contract. The Purchaser is not required to take hazardous material or material that could pose a risk to national security, environmental or personnel safety or health issue such as mold and asbestos containing materials. Under no circumstances is culling for effecting partial or incremental removals authorized. The Agency reserves the right to sell material or offer material through alternative sales or contract means for all material not considered part of this contract.

### I.3 Classified Material:

Performance of this 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 Agency's Site Lead 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.

### I.4 Material Potentially Presenting an Explosive Hazard (MPPEH):

Performance of this 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.

### I.5 Radioactive Property:

Performance of this 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 ROD. The Government will arrange for pick up and removal of such material.

### I.6 Hazardous Property:

Performance of this contract does not require nor authorize the Purchaser to handle Hazardous Property. Despite all best efforts by the Government, should Hazardous Property 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 Government will arrange for pick up and removal of such material.

### I.7 Other than "Demilitarization Code A" Scrap Property:

Performance of this contract DOES NOT require the Purchaser to receive nor process other than "Demilitarization Code A" scrap property. Should Purchaser employees suspect other than "Demilitarization Code A" scrap property, the Purchaser shall immediately secure the property and notify the Agency's Site Lead and the SCO of the discovery immediately. The Purchaser shall notify the Agency's Site Lead and the SCO of the discovery immediately and submit a SF364 ROD. The Government will arrange for pick up and removal of such material.

### I.8 Scrap Warranty and Exemptions from the scrapping requirement:

The Purchaser accepts that this property is being purchased as Demilitarization Code A scrap and shall ensure scrapping is accomplished in a manner that renders the property useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. The requirement for scrapping or further processing does not apply to items specifically exempted in the contract. A DD Form 1639 (Scrap Warranty) will be issued to the Purchaser's representative removing scrap at each site at the time of

weighing. The DD Form 1639 will detail the applicable property being purchased via the sales contract and the Purchaser's responsibility under the warranty, specifically:

The property covered by this agreement will be used only as scrap, either in its existing condition or after further preparation, unless and until the undersigned is released from this warranty.

In the event the undersigned is released from this warranty, any payment agreed on as consideration for such release shall be made to the United States regardless of whether this warranty shall have been executed at the request of the United States.

In the event the undersigned sells the property covered by this agreement prior to release of this warranty, the undersigned will obtain from the Purchaser and tender to the United States a warranty identical to this executed by the Purchaser, and upon receipt of such other warranty this warranty will be released by the United States.

All obligations of the undersigned under this warranty shall expire five years from the date hereof. The Purchaser's representative shall sign and return the DD Form 1639 prior to the property being released. Following submission of the DD Form 1639, title for property being purchased as scrap will transfer at the time of removal in accordance with Sales by Reference Part 2 Article 7. Failure to abide by the terms and conditions of this article and the DD Form 1639 Scrap Warranty constitutes a material breach of the sales contract terms and may result in a sales contract default as described in Sales by Reference Part 2, Article 9 (Default). The Government reserves the right to take further action as allowable and appropriate to remedy non-compliance with the DD Form 1639 Scrap Warranty.

The Government may, at their discretion, conduct compliance reviews to ensure that scrapping is being accomplished in accordance with the sales contract and Sales by Reference Part 6, Article G.

#### I.9 Demilitarization Code Assignment:

Other 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. The Agency has no control over the Demilitarization coding of individual items or commodity streams. The Agency's customers determine material for turn-in. The Agency cannot forecast future commodity streams or quantities. Historical quantities are provided for planning purposes only and are not indicative, warranted, or guaranteed in any form that may indicate future commodity streams or quantities delivered under this contract.

#### I.10 Safety of Use Message (SOUM) property:

At the Government's discretion, certain items may be deemed unsafe for use as identified in a SOUM. Under the terms of mutual agreement, Purchaser may elect to perform the required scrapping or return any items to the Government.

#### I.11 Foreign Attachment:

Most SCLs include foreign attachments as part of the total weight. The weight of foreign attachments is an important factor in determining bid amounts. Foreign attachments are not dunnage or miscellaneous debris.

#### I.12 Miscellaneous Debris and Dunnage:

Any open container is susceptible to miscellaneous debris, which may include but shall not be limited to cardboard, dirt, sand, snow, water, rocks, glass, rubber pieces, wood chips, etc. Miscellaneous Debris and Dunnage shall be no more than 20% of the total SCL weight per removal. Amounts in excess of 20% can be resolved locally or brought to the SCOs attention by initiating a SF364 ROD. The weight of miscellaneous debris and dunnage is an important factor in determining bid amounts.

#### I.13 Standard Form (SF) 364 Report of Discrepancy (ROD):

When the Purchaser identifies any discrepancy or questionable item for which it believes an adjustment is, or may be warranted, the Purchaser shall initiate a SF 364 ROD (i.e., shipping, packaging, non-conforming tenders, billing errors, etc.) Purchaser shall complete SF 364 ROD and submit it to the SCO. The property in question must be

segregated and stored, by the purchaser until the SCO has completed their determination. The Purchaser must submit with their ROD any evidential matter that supports their ROD. This documentation could include, but would not be limited to, MROs and 1367s that apply to the discrepancy, photos, weight tickets from a certified scale.

No adjustment(s) will be made unless the Purchaser notifies the Sales Contracting Officer of any discrepancy or questionable item by written notice, within 30 calendar days after removal of the property. If the discrepancy relates to an alleged billing error and cannot be discovered until receipt of the billing statement, the foregoing shall apply except the Purchaser shall have 30 days from receipt of the billing statement to file a ROD. Failure to submit the written notice within 30 days will result in your discrepancy or questionable item being rejected without any action taken by the SCO.

The SCO will provide a decision within 30 days on the ROD being submitted by the purchaser.

#### I.14 Title Transfer:

Title shall transfer when, a DD Form 1639 (Scrap Warranty) or waiver is provided with the DLA Form 1367 released by the Government and accepted by the Purchaser or their agent as indicated by their respective signatures, on both forms, when removed from Government premises. A Certificate of Release, SF 97, is not provided for any item released under the terms and conditions of this contract.

#### I.15 Notice of Default:

In the event of a material breach or default of the respective duties in the performance of this contract, the Agency, will serve written notice upon such material breach. The Agency reserves the right, based on the severity of the default, to pursue lesser means of resolution to the default other than written notice. The Notice of Default, regardless of form, will provide corrective actions (cure) that must be taken and a date specific (cure date) to be completed. Failure to submit payment in full for monthly billing statements is directed by Treasury and DFAS Policies and the SCO has no discretion but to exercise actions stated in Section H above.

The SCO will, based on the severity of the default, choose to:

- Resolve through informal discussions.
- Request the Purchaser to provide a written plan of action on how the default will be corrected, a specific date to be completed, and what procedures will be implemented to prevent reoccurrence of the default. (Show Cause)
- Assess Liquidated Damages, normally in the form of storages charges or actual cost of repair.
- Terminate the contract.

The Agency may take any, a combination, or all, of the following actions to satisfy its claims for any non-payments or other damages:

- Present a claim against Purchaser.
- Present a claim upon the any other applicable insurance or surety policy.
- Seek appointment of a receiver or trustee for Purchaser.
- Seek monetary damages, restitution or any other legal or equitable remedy to which it is entitled.
- Assert any other right, claim, or remedy available pursuant to the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109).

#### I.16 Response to Notice:

Except as otherwise provided, the breaching party may cure the material breach within 14 calendar days of such notice, referred to as the cure period. However, the notice may provide a longer cure period. The non-breaching party may withdraw the notice within the cure period or extend the cure period in writing.

#### I.17 Termination:

Termination shall be effective 30 calendar days after receipt of written notice by the non-breaching party to the breaching party. Unless otherwise provided, Purchaser and the Agency shall continue to perform their respective

duties under the terms and conditions of the contract.

## J COMPLIANCE WITH GOVERNMENT REGULATIONS

### J.1 Bureau of Industry and Security (BIS):

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 U.S. government or as otherwise authorized by U.S. law and regulations.” <https://www.commerce.gov/bureaus-and-offices/bis>

U.S. Export Administration Regulations (EAR) - Links to important EAR information for exporters. <https://www.state.gov/strategictrade/resources/c43182.htm>. U.S. Department of Commerce, Bureau of Industry and Security <https://www.commerce.gov/> 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/>

The Purchaser warrants and covenants that none of the items identified in the Public Sales offering and listed on its Public Sales contract shall be directly or indirectly used or disposed of for military use or exported unless a full disclosure of the origin of the property is made by the Purchaser.

Items in the product pool, which is only DEMIL A, may be subject to export control restrictions.

Once title transfers, the Purchaser shall consult with Department of State and Department of Commerce export control regulators if there are doubts about the type of export controls that apply to any item, regardless of DEMIL code. The Purchaser may request a formal Commodity Classification from the Department of Commerce, Bureau of Industry and Security, or submit a General Correspondence request to the Department of State, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the Bureau of Industry and Security website at <https://legacy.export.gov/csl-search>.

The Purchaser shall comply with U.S. export control laws and regulations. The Purchaser is referred to the EAR including parts 732, 736 and 746. The Purchaser is advised that USML and CCL items may not be sold in foreign countries or to foreign persons unless there is compliance with Department of State/Commerce licensing requirements, or a proper determination is made that no license is required.

The Purchaser shall notify all subsequent Purchasers, in writing, of their responsibility to comply with U.S. export control laws and regulations. The Purchaser shall refer buyers in writing to the EAR, and provide them guidance and information in subchapter C, parts 732, 746, and 736. Specifically, the Purchaser shall advise buyers that exports of these items may require licenses when destined to certain prohibited entities or destinations and this property may not be re-exported or transferred in contravention of the General Prohibitions specified at 15 CFR Part 736.

The Purchaser is cautioned that prior to resale of the property acquired under this contract, they should become familiar with their customer and the purposes for which it is acquiring the property. The US export control regulations specified above, may apply to subsequent transactions of the property. The Purchaser shall obtain a statement from the buyer, containing information similar to that contained in the Government’s EUC, and must check any prospective buyer to ensure the buyer is not on the Department of Commerce proscribed party list (entity and person), and prohibited country list; that the transfer shall not violate 15 CFR Part 736 and issue a destination

control statement in accordance with the EAR. Additional Information on managing exports of CCL items can be found at the Bureau of Industry and Security (BIS) website at <https://legacy.export.gov/csl-search>.

The Purchaser shall retain all relevant export control information on file for all prospective resale buyers and transactions. The Agency or any other U.S. Government entity including investigative and enforcement agencies must make this information available for review. Failure to obtain and maintain such data may result in a negative determination of responsibility and prevent participation on future Public Sales contracts with the Government. Purchaser shall refer to the BIS website provided above, for information on compliant export management policies.

## K PURCHASER RESPONSIBILITIES

### K.1 Scrap Yard Activity:

Purchaser will be required to conduct all activities performed at the location's scrap yard in accordance with OSHA, EPA and other Federal regulations as well as maintaining the yard in accordance with DLA and local installation policies.

### K.2 Weighing:

Purchaser is responsible for loading roll off containers. Purchaser will use the on-site Certified Government Scale(s), for all material leaving an Agency location. In the event a Certified Government Scale is unserviceable, the nearest Certified Scale shall be used at Purchaser's expense. All weighing shall be observed by both parties, recorded on a DLA Form 1367 (filled out by Government personnel) and signed by both parties at the time of release. Weight tickets shall accompany the DLA Form 1367.

### K.3 Letter of Authorization (LOA):

Purchaser will provide DLA Form 2538 Sales Contract Letter of Authorization (LOA) to the SCO and the location's Sales POC, for any contracted transportation picking up property on the Purchaser's behalf.

### K.4 Purchaser Awareness of the Agency's Environmental Management System (EMS):

The Agency implemented Environmental Management System (EMS) in accordance with ISO 14001:2004(E). An EMS is an overall management system that includes organizational structure, planning activities, responsibilities, practices, procedures, processes and resources for developing, implementing, achieving, reviewing and maintaining the environmental policy of an organization. The Agency's EMS is designed to ensure all personnel, including Purchasers whose work activities are being conducted on Government premises and could cause real or potential environmental impacts, are aware of how their work supports the EMS.

### K.5 Purchaser Shall Not be Allowed to Sell Material at Agency Locations:

All sales of material must occur after removal from the Agency's location or RIP location. For property removed from Agency locations or RIP locations the Purchaser is not limited on the number of processing facilities. All processing facilities will be identified on the DLA Form 2536 (SOI) for approval through the ERD process.

### K.6 Purchaser Use of Sub-Contractors:

Purchaser may sub-contract with other entities to perform the special terms and conditions required for removal of scrap at Agency locations. 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 IFB. Material may also be processed at sub-contractor facilities approved under the terms of this IFB. 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.

### K.7 Containers:

Commonly referred to as Roll-offs, dumpster, bins, etc. The containers shall be used to segregate and accumulate the specific SCLs as determined by the Agency. When a container is full, the Purchaser shall place an empty container of equal capacity and remove the full container from Agency premises.

Initial container requirement is one 30 cu. Yd. Roll-off container per SCL at each pick-up location. During Start of work meeting or after commencing performance under the contract, the Purchaser and Area Manager or Site Lead may agree to change the plan-o-graph for the scrap yard to accommodate smaller containers for specific SCLs. The plan-o-graph shall be submitted to the SCO for approval.

Change in container size must not impede rate of removal or customer support. Container size and quantity may vary based on SCL and the volume due to customer turn-in rates.

### K.8 Container size and quantity:

They shall be of such capacity to accommodate 3-5 workdays accumulation and prevent scrap from accumulation on the ground. Containers not meeting safety requirements shall be refused for delivery to Government facilities.

### K.9 Removal and Replacement of Containers:

Locations shall provide written notice (use DLA Form 2535-1) to request additional or expedited removals of containers and other over-sized loads. Purchaser shall confirm, in writing via email to location and SCO, support for the requested removals. Purchaser shall provide for the pickup, removal and transportation of containers from the Agency's locations to their designated facility as identified on the DLA Form 2536 (SOI).

The Parties understand that the rate of removal and flow of property shall vary depending on operational conditions. The Purchaser shall be notified in writing, utilizing the DLA Form 2535-1 Term or Multi-Shipment Recapitulation Record (SITE) (see Addendum), to schedule removals for the following week. Purchaser shall confirm the schedule within three business days from the date of the notice. Purchaser or their designee must be present on-site during removal operations. Purchaser is required to provide all conveyance for removal and equipment required to effect removal of all material referred under this IFB. Purchaser shall provide all containers for collection of material until removal is required.

### K.10 Common Container Size Chart:

Volume (in cubic yards)	Exterior Dimensions (L*W*H) ft.	Weight Capacity in pounds (lbs.)
10	12 * 8 * 3.5	4,000 – 6,000
20	22 * 8 * 4	5,000 – 7,000
30	22 * 8 * 6	7,000 – 10,000
40	22 * 8 * 8	12,000 – 16,000

### K.11 Segregation and Sorting of Scrap by SCL at Agency Locations:

Segregating and Sorting is defined as the process of identifying the material for its basic material content in accordance with SCLs available at a particular location. This determination is based on the weight of the predominate material of an item. Questionable items shall be determined in conjunction with Agency personnel and the Purchaser. Any unresolved issues shall be elevated to the SCO prior to removal of a container. Material shall be sorted by the SCL identified by the Agency personnel. Attempt to resolve any discrepancy locally whenever possible or elevated to the SCO for resolution. In either case, the matter will be recorded on an SF 364 Report of Discrepancy (ROD) and sent to the SCO.

Agency personnel shall segregate scrap based on SCL and place all scrap into the containers provided by the Purchaser. Exception: Purchaser will place segregated scrap in container at locations identified as RIP in section

A.7. All weighing will be observed by both parties, on a Certified Scale, recorded on a DLA Form 1367 (filled out by Government personnel) and signed by both parties prior to release. Weight tickets will accompany the DLA Form 1367. This process will be completed in accordance with SBR Part 2 Paragraph 13.

When miscellaneous debris and dunnage exceeds 20% of the total weight, indicate the difference on the DLA Form 1367. Submit the SF 364 ROD with the DLA Form 1367 for credit claim. For claims of excess miscellaneous debris and dunnage after removal from an Agency managed location, within 30 calendar days of removal, submit a SF 364 ROD with the DLA Form 1367, photos of the entire load, photos of the dunnage in the load, and weight ticket for dunnage.

#### K.12 Storage Charges:

Property must be removed within three working days after written notification has been made to the Purchaser via email by the location. Pickups must be scheduled to occur during the Disposition locations normal working hours. The Special circumstances may arise where the Agency will allow certain property to remain at a Government facility after email notification for removal has been given; however, written authorization from the SCO for anything beyond the original three working days is required. The Purchaser will be charged storage charges for property not removed from a Government facility within three working days of the email notification, unless a prior approval has been granted by the SCO. Normally, approval will not exceed 30 calendar days.

The Government may assess storage charges and/or notice of default for all property not removed within three working days after written notification has been made to the Purchaser via email by location. Storage charges begin accrual on the fourth working day after written notification. Storage charges accrue at a rate of \$0.05 (five cents) per hundred pounds, per day, until removed. Charges may be applied by the Government for any item not removed from Government premises within three working days after written notification on DLA Form 2535-1 is sent via email by location to the Purchaser. The Government may apply a minimum fee of \$100 per working day. Property left on Government premises longer than 60 calendar days will, at the Government's sole discretion, revert to Government ownership and control without refund of any Purchaser monies received. The Agency will include such charges on the monthly Statement of Account and the cost for the storage will be the total responsibility of the Purchaser. Purchaser shall coordinate such access with the management of each facility.

## L CONTRACT COMPLIANCE, AUDITS AND REVIEWS

### L.1 Compliance with Applicable Laws and Regulations:

Purchaser shall comply with the requirements of all applicable Federal, state, installation, and local laws, regulations, ordinances, directives and instructions connected with the performance of this contract, including without limitation such requirements pertaining to income and payroll taxes, environmental matters, occupational safety and health, and retention of business documents and records.

### L.2 Licenses and Permits:

Purchaser shall obtain any necessary licenses and permits, and comply with all Federal, state, and local laws and regulations in connection with the performance of the work.

This responsibility requirement shall be a matter of inquiry during the SCO's pre-award evaluation of the bidder's capability to perform the contract satisfactorily. It shall also be a continuing matter of inquiry by the SCO during the performance of the contract.

### L.3 Duties of Care and Loyalty:

The Purchaser shall not cause or permit any action or omission while performing the contract that constitutes gross negligence, recklessness or intentional harm. Purchaser shall carry out their responsibilities under the contract with honesty, good faith and fairness toward the Agency.

#### L.4 Prohibited Activities:

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:

- Enter 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 contract if undertaken by the Purchaser directly; or
- Enter contracts or other arrangements that would assign all or a substantial portion of 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 contract shall be terminated at the option of the Government in the exercise of its sole discretion; or
- 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.

#### L.5 Purchaser's Cooperation is Investigations/Audits/Compliance Reviews:

Purchaser agrees to cooperate fully with all Federal, state and local authorities when informed by the Agency of an ongoing investigation, 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 investigation, compliance review or audit. The Agency will not reimburse for any expense incurred to comply with Federal, state or local requirements. The Agency may provide an equitable adjustment for cost incurred to comply with new requirements within the scope of the existing contract.

#### L.6 Post award inspections:

The SCO or designated representative with or without notice will perform inspections on worksites, facilities, permits, licenses, financial and other business-related documents.

External auditors may select to audit records and processes related to this IFB and/or resulting contracts.

Monthly reconciliations of removals, billing, payment, and performance measures will be conducted, and results will be provided to the Purchaser by the SCO.

#### L.7 Purchaser's Responsibility for Independent Audit at Government's Request:

The Agency may request the Purchaser seek a review and analysis to be conducted by an independent audit firm mutually agreed upon prior to the onset of the audit. The scope of the audit may range from a single, specific concern to every aspect of contract performance. The Agency shall reimburse the Purchaser for the cost of the audit only. Employee hours or expenses incurred in preparation for, during, or after the audit will not be funded. The Agency will not reimburse for any expense incurred to comply with Federal, state or local requirements. The Agency may provide an equitable adjustment for cost incurred to comply with new requirements within the scope of the existing contract.

#### L.8 Purchaser Record Retention:

Purchaser shall maintain all records accurately and in a manner that shall allow clear and accurate auditing. Purchaser shall make all books, records, documents and other supporting evidence available to satisfy contract administration and audit requirements by any Government agency identified by the SCO. Records shall be made available for six years after the last removal is concluded, or for such period as Purchaser, for its own purposes, retains its books, records, documents and other supporting evidence, whichever is longer.

#### L.9 Inspection of Records and Workplace by Government:

The Government has the right to audit the records and inventory to review Purchaser's operations. The audit may consist of a complete or random sample examination.

#### L.10 Purpose and Content of Compliance Audits, Reviews and Further Reviews:

The Agency shall have the right to conduct Compliance Reviews of Purchaser. The Agency, other Government agencies or private firms shall conduct the compliance reviews, as the Government deems appropriate. The Agency shall also have the right to conduct Further Reviews as provided in the Further Review section. The purpose of such Compliance Reviews or Further Reviews is to determine, after the fact, the extent of Purchaser's compliance with the terms and provisions of the contract and applicable Federal, state and local laws and regulations.

#### L.11 Methods and Procedures for Compliance Reviews:

**Method:** Compliance Reviews and Further Reviews including but not limited to examination of records, and, if necessary, personal interviews of persons who may have knowledge of facts regarding Purchaser's compliance with the provisions of this contract, including employees or of any supplier or buyer.

**Procedures:** A Compliance Review shall be conducted at any time during normal business hours and on any business day. Purchaser shall permit inspection of any physical location used by the Purchaser, including but not limited to the inventory (including the associated records), examination of the records, making copies and abstracts, and discussions of the affairs, finances and accounts of Purchaser with any employee, subcontract attorney or certified public accountant of Purchaser. Purchaser shall produce any records identified by the Agency as necessary to support the review process and the Agency may maintain copies of all documentation/electronic files that support the review being conducted. The Agency will use its best efforts to assure that Compliance Reviews are conducted in a manner that does not unduly burden or unreasonably impact upon the efficient operation of the affairs of Purchaser.

**Scope:** The scope of Compliance Reviews shall be as necessary to confirm Purchaser's compliance with the provisions of the contract.

#### L.12 Further Reviews:

If a Compliance Review determines there is a reasonable basis to believe that a default or breach of this contract has occurred, the Agency, upon written notice to Purchaser, may conduct any such further investigation that it deems appropriate under the circumstances, using such outside consultants, including attorneys, as it deems necessary or advisable. Purchaser shall permit such persons, as are designated by the Agency, to visit and inspect any physical location used by the Purchaser, including, without limitation, the inventory (including the records), and to examine the records, make copies and abstracts, and discussion of the affairs, finances and accounts of Purchaser with any employee, subcontracting attorney or certified public accountant of the Purchaser. Notwithstanding the foregoing, if Purchaser gives written notice to the SCO stating that a Further Review is not justified, the SCO will delay the commencement of any such Further Review for a period of 14 calendar days after the delivery of its notice.

#### L.13 Compliance Notification:

After completing the Compliance Review and/or Further Review, the SCO shall notify Purchaser in writing of any breach or default identified during the Compliance Review and/or Further Review.

#### L.14 Costs of Oversight:

The Agency will pay all fees, costs and expenses the Agency incurred in connection with its Compliance Reviews and Further Reviews.

#### L.15 Notice of Audit Adjustment:

If any party determines records reflect inaccuracies requiring entry of an adjustment, including, without limitation, the disbursement of any amount from the operating account or a transfer account that is inconsistent with any provision of the contract or the disposition of material inconsistent with any provision of the contract, such party shall give written notice thereof to the other party or parties.

#### L.16 Procedures for Adjudication of Audit Adjustments:

If either Purchaser or the Agency disputes an asserted audit adjustment, it may submit such dispute for resolution. Upon resolution of such dispute or, if no party submits a dispute for resolution within 60 calendar days of the notice of audit adjustment, the audit adjustment shall be deemed confirmed as asserted.

#### L.17 Remedies for Audit Adjustments:

Upon confirmation of an audit adjustment, Purchaser shall pay to the party in question, or the party shall pay to Purchaser, as the case may be, the amount required to restore the parties to their respective positions status quo ante, and Purchaser shall correct the records in accordance with the audit adjustment as confirmed. If, because of the audit adjustment, Purchaser is to pay the Agency, each such payment shall include interest calculated by the U.S. Treasury or at the rate provided by applicable law.

#### L.18 Contracts with Third Parties:

Purchaser shall ensure that all contracts entered shall expire or terminate within the Performance Period.

## M DISPUTES AND CLAIMS

### M.1 Disputes:

Any contract awarded from this sale is subject to the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109).

### M.2 Alternative Dispute Resolution (ADR):

The parties agree to use their best efforts to resolve any disputes that may arise without litigation. If unassisted negotiations are unsuccessful, the parties shall use Alternative Dispute Resolution (ADR) techniques in an attempt to resolve the dispute. If the ADR is not successful, the parties retain their existing rights. If the Purchaser refuses an offer for ADR, the Purchaser shall inform the SCO in writing, of the Purchaser's specific reasons for rejecting the offer. Litigation shall only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

## N MISCELLANEOUS PROVISIONS

### N.1 Binding Effect:

Subject to the restrictions on transfers and encumbrances set forth, this contract shall ensure to the benefit of and be binding upon the Agency and the Purchaser and their respective legal representatives, successors and assigns. Whenever this contract refers to any party, such reference shall be deemed to include a reference to the legal representatives, successors and assigns of such party.

## N.2 Notices:

All notices, demands, requests, consents, approvals, declarations, reports and other communications required with regard to this contract shall be in writing except as otherwise provided and addressed to the SCO.

## N.3 Severability:

If any provision of this contract or the application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this contract and the application of such provisions to other persons or circumstances shall not be affected and the intent of this contract shall be enforced to the greatest extent permitted by law. The SCO may in the exercise of his/her sole discretion cause termination by notice served within 30 calendar days of the date upon which such judgment becomes final, such termination to be effective five calendar days after the date of service of such notice.

## N.4 Headings:

The headings appearing in this contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any article or section of this contract.

## N.5 Survival:

The rights and obligations of the parties under this contract shall survive for a period of six years after the completion of the wind-down period.

## N.6 Waiver:

No consent or waiver expressed or implied, by any party to or of any breach or default by any other party in the performance by such other party of its obligations under this contract shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party under this contract. Failure on the part of any party to complain of any act or failure to act by any of the other parties or to declare any of the other parties in default, regardless of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

## N.7 Force Majeure:

The parties shall be excused for the period of any delay in the performance of any obligations under this contract when prevented from performing such obligations because or causes beyond their reasonable control, including, without limitation, civil commotion, war, invasion, rebellion, hostilities, military or usurped power, sabotage, pestilence, riots, fire or other casualty or acts of God.

Upon occurrence of a Force Majeure Event claimed by either party, one party to this IFB shall promptly notify the other that a Force Majeure Event has occurred, its anticipated effect on performance, including its expected duration. If either party can provide evidence to the satisfaction of the other of any event or combination of events beyond its reasonable control, it will be entitled to relief from performing the obligations affected by the said event under this IFB for such period as the event or combination of events continues to prevent performance.

The party claiming the Force Majeure event shall furnish to the other periodic reports regarding the progress of the Force Majeure Event. The party claiming the Force Majeure event shall use reasonable diligence to minimize damages and to resume performance as well as to avoid, overcome, or minimize wholly or partly the effect of any Force Majeure event upon the performance of its obligations under this IFB. Neither Disposition Services nor the Purchaser shall be entitled to claim relief in respect of any period during which it could have complied with any obligation (or any part thereof) by using its best endeavors to avoid, overcome or minimize wholly or partly the effects of the said event or combination of events.

#### N.8 Use of the Agency Name and Public Communications:

Purchaser shall not use the name of the Agency, DLA or DoD or its logos for any marketing or other purposes without the express prior written consent of the Agency, which consent may be withheld for any reason whatsoever and is subject to the sole discretion of the Agency. Purchaser shall not publicly denigrate the surplus material disposition program of the DoD or the conduct thereof by the Agency. Purchaser agrees to coordinate public releases with the SCO. The Purchaser shall refer all inquiries concerning this contract to the SCO. Under no circumstances shall any statement be released to the news media directly from the Purchaser or any agents of the Purchaser. Purchaser shall immediately notify the SCO if contacted by the media. Purchaser shall not release information regarding this IFB, resulting contract(s), relationships, or activities except when required by legal authorities.

The Purchaser will keep all data, reports or other information relating to the contract confidential; that release of all such information is conditioned on Agency prior written approval with this being limited to the extent that the otherwise confidential information is already in the public domain by acts of other parties (FOIA) or that the Purchaser is ordered by competent judicial or administrative authority to disclose the information.

The Agency requires the Purchaser to be obligated to notify the Agency immediately upon receipt of such an order. The Agency requires the Purchaser not to share information related to the contract in any forum in a way that would create a conflict of interest with or otherwise adversely affect the Agency.

#### N.9 Tense and Gender:

Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neutral gender is used inappropriately in this contract, this contract shall be read as if the appropriate gender had been used.

#### N.10 Entire Agreement and Modification:

This contract, and the materials incorporated herein by reference, constitute the entire agreement between the parties regarding the matters contained in this contract. If there is any inconsistency between the terms of this contract and those of any Appendix, Schedule or Exhibit, the terms of this 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 contract. No change or modification of, or waiver or compromise under, this 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 from that stated in its technical proposal (including any Resale Buyers identified therein), and/or sale of Government material-item bid page, 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.

#### N.11 Computation of Time:

In calculating, any period prescribed or allowed by this contract, the day of the act, event, or default from which the designated period begins to run shall not be included. The last day of the period so computed shall be included unless it is not a business day, in which event the period runs until the end of the next business day.

#### N.12 Electronic Communication:

The Agency and Purchaser shall facilitate the delivery of all written communication, Reports, Statement of Accounts, and other required reports to the extent practical by electronic mail, file transfer or facsimile, rather than by delivery by United States Postal Service or other courier means. All electronic communication shall be clearly identifiable by IFB, contract number and specific Site Code when applicable in the subject line of E-Mails, file names and on coversheets of facsimiled (Faxed) documents.

### N.13 No Reimbursements:

There shall be no reimbursement to the Purchaser under this contract except for the limited circumstances related to reimbursement of actual expenses incurred for return of property directed by the Government. At no time shall the Government pay the Purchaser to take material offered. This is not a service contract administered in accordance with the FAR. This is a contract for the sale of scrap pursuant to provision in Title 40, U.S.C., Chapter 5. The Government is not responsible for any indirect or inconsequential expenses related to performance under this 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 location. Example: Pass and ID requirements, antiterrorist training, Environmental Management Systems (EMS) policies and/or equipment training.

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 contract. The Agency reserves the right to sell property that otherwise could be issued under this contract through other offerings or contract means.

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 contract could be affected by such changes.

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.

### N.14 Market, Resale and/or Export:

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

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

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

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

This is not a sale by sample. The Purchaser shall not reject property issued under the terms of this sales contract, unless an item is outside the scope of the 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 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.

## O GOVERNMENT REQUIRED REPORTS

### O.1 Government Use of Purchaser Reported Information:

Purchaser agrees the Government may use all reported information, as it deems necessary in the execution of its operations. This may entail but is not limited to public disclosure of information. The Government agrees not to

publicly disclose either the proceeds of individual sales or the cost of individual services, but this provision does not preclude the public disclosure of aggregated proceeds and aggregated costs.

## O.2 Performance Measure Requirements and Reports:

Contract Performance Report (DLA 2533).

DLA Disposition Services will complete a DLA Form 2533 Contract Performance Report (CPR) and submit to the SCO for any issue in questions to receive resolution.

Report of Discrepancy (SF 364). Discrepancy reports (i.e., shipping, packaging etc.). Purchaser will complete SF 364 Report of Discrepancy (ROD) and submit it to DLA Disposition Services Sales Contracting Officer for any property or shipment in question to receive resolution.

Documentation (Evidentiary Matter): Weight ticket and DLA 1367 or Commercial Bill of Lading (CBL): Purchaser will use a Certified Government Scale(s) for all material. If a Certified Government Scale(s) is not available, another Certified Scale may be used at Purchaser's expense. All weighing will be observed by both parties, recorded on a DLA Form 1367 (filled out by USG personnel) and signed by both parties prior to release. Weight tickets will accompany the DLA Form 1367. The weights obtained and annotated will be used in the billing process.

## P ADDITIONAL CONTRACT ADVISEMENTS

### P.1 Public Law Pertaining to Location Operations:

Prospective bidders shall note that work performed on Government premises, such as at field locations and other delivery points, may be subject to the provisions of Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c) (2)) and Executive Order 11755, December 29, 1973 (convict labor), and/or the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) and regulations of the Secretary of Labor there under (overtime compensation).

### P.2 Public Law Pertaining to Material:

Prospective bidders shall also note that there are certain Public Laws that may affect the flow of material. The Food, Drug and Cosmetic Act, 21 U.S.C. 311 et seq. and regulations promulgated there under forbid the sale of adulterated or misbranded medical devices.

### P.3 Resource Conservation and Recovery Act (RCRA) Notice:

Environmental Protection Agency (EPA) Hazardous Waste Regulations, 40 CFR Part 260 et seq. published at 45 Federal Register 33063-33285, May 19, 1980, became effective on November 19, 1980. These cradle-to-grave regulations detail the responsibilities of generators, transporters, treatment facilities, storage facilities, and disposal facilities of hazardous waste. Civil and criminal penalties are available for noncompliance.

The Agency does not intend to transfer any RCRA regulated hazardous waste under this contract as regulated waste is disposed of under the Agency's hazardous waste contracts. However, the Agency can make no representations as to when and under what circumstances Federal, state or local environmental regulations may be applicable to material transferred to and held by the Purchaser.

### P.4 Chemical Agent Resistant Coating (CARC) Paint:

Purchasers are cautioned that some items are, likely to contain, or be coated with a chemical agent resistant coatings containing trivalent chrome, lead, cobalt-zinc hexamethylene disocyanate and other chemicals which are a hazard to human health if not processed properly. The Government brings the following precautions/warnings to the attention of Purchasers who plan to apply the CARC paint or disturb the coating on the material in any way:

Airline respirators shall be used during application processing (applying/sanding/torch cutting, etc.) unless air sampling shows exposure to be below OSHA/host Government standards, then a chemical cartridge air-purifying respirator shall be used.

CARC paint shall be isolated from heat, electrical equipment, sparks and open flame during storage or application. Local exhaust ventilation shall be used for inside processing.

Exposure to vapor/mist/dust or fumes can cause irritation to respiratory tract (lung, nose and throat), edema, dermatitis, dizziness, rash, itching, and swelling of extremities, eye irritation or damage to nervous system, kidney or liver. Coating may be fatal if swallowed.

#### P.5 Refrigerant:

Refrigeration equipment and appliances are subject to the Clean Air Act (CAA) Amendments of 1990 which prohibit the venting or release to the environment of Class I or Class II ozone depleting substances and are also subject to the Refrigerant Recycling Rule in 40 CFR Subpart F 82, 150-166, requiring the recovery and verification of refrigerant removal by a certified technician, using certified recovery equipment prior to final disposal as scrap or in a landfill.

#### P.6 Pollution Prevention and Right-to-Know Information Definitions (As used in this clause):

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.

A 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).

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

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

## Q DEFINITIONS

**Actual Cost:** An amount determined based on the cost incurred.

**Alternative Dispute Resolution (ADR):** Any procedure (for example, mediation, conciliation, facilitation, fact-finding, etc.), or any other method to which the parties agree for resolving issues in controversy, except the term does not include unassisted negotiations.

**Breach:** The failure of a contracting party to perform their obligations according to the terms of the agreement. See Default below

**Business Day:** Any day that is not a Saturday, Sunday or a Federal Government observed holiday. Federal holidays presently include New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. The holiday is observed on the preceding Friday or the following Monday when the holiday occurs on Saturday or Sunday, respectively.

**Business Hours:** Installation specific normal hours of operations for this contract are available upon request from the SCO. This contract is for various military and government activities of which may have different work schedules. Excluding weekends and observed or declared Federal holidays, the Purchaser agrees that, for the portions of work performed on a Government installation, the services shall be provided during the normal hours of operation for the installation.

**Container:** Any portable device with lid in which a scrap material is stored, transported, disposed of or otherwise handled. Otherwise known as Roll-offs, dumpsters, hoppers, dump-bins, bins, tri-walls, crates, etc.

**Day:** A business calendar day (except when identified as calendar days, which include the weekend and holidays).

**Default:** Failure to comply with the terms and conditions of the agreement by intentional action, inaction or neglect. According to the law of obligations and banking law, means to refuse to pay a debt when due. Shall be used in this contract to mean breach.

**Demilitarization Code (DEMIL Code):** A single character alpha code assigned by the Item Manager identifying the degree of DEMIL necessary prior to accomplishing final disposition of an item.

**DEMIL Code A:** Non-United States Munitions List (USML)/Non-Commerce Control List Items (CCLI) – No Demilitarization required. No Trade Security Control Assessment/Clearance required. Department of Commerce (DOC) may impose licensing requirements to certain destinations.

**DLA Disposition Services (Agency):** The organization vested with operational command and administration of the disposal solutions for Department of Defense (DoD) surplus material.

**DoD:** Department of Defense.

**Disposal Turn in Document Number (DTID):** A 14-position alpha/numeric combination used to identify a line item of material consisting of Department of Defense (DoD) address code, Julian date and serial number. The DD Form 1348-1A/2 is the standard document for turn-in of material.

**Dunnage:** Loose materials placed around cargo to prevent shifting or damage while in transit. Materials may include, but limited to, padding, cardboard, wood, packaging, Styrofoam, strapping, and paper.

**Export Administration Regulation (EAR):** A set of rules and regulations as well as legal protocols related to United States export control law. EAR is largely a legal document that defines the type of products and data that can be lawfully exported. Its aim is to ensure national security by incorporating commercial and research aims.

**Federal Supply Class (FSC):** A commodity classification code primarily used in the National Stock Number

(NSN). The first two digits of the code identify the group and the last two digits identify the classes within the group.

**Generator:** The activity that produces the excess, surplus, foreign excess or other material; usually the entity formerly in physical possession and/or control of the material.

**Hazardous Material (HM):** Any material that is capable of posing an unreasonable risk to health, safety, and material during transportation in the United States. Overseas, HM is defined in the applicable Final Governing Standards or Overseas Environmental Baseline Guidance Document, and/or host nation laws and regulations.

**Hazardous Property (HP):** It is typically used to describe substances and materials that are dangerous, including flammables, explosives, irritants, sensitizers, acids, and caustics, even when such materials may be relatively harmless in diluted concentrations.

**Hazardous Waste (HW):** Any material regulated under the Resource Conservation and Recovery Act (RCRA) or state regulation as a hazardous waste

**Invitation For Bid (IFB):** An offer for bid submission.

**Line Item:** A single line entry on a reporting form that indicates an item of material located at any one activity having the same description, condition code and unit of issue cost. A line item may be comprised of one or multiple unit of issues.

**Local Stock Number (LSN):** A locally assigned identification number for an item with no National Stock Number (NSN) assignment.

**National Item Identification Number (NIIN):** A 9-digit number (immediately following the FSC) assigned to an item of supply that differentiates it from other items of supply.

**National Stock Number (NSN):** A 13-digit number consisting of the 4-digit FSC and the 9-digit NIIN that is assigned to identify an item of supply within the materiel management function.

**Oversize Item:** Requires specialized logistics, special equipment and careful pre-planning is needed, since oversize freight exceeds design clearances.

OVERSIZE ITEM GENERAL DIMENSIONS

- Exceeds 8 ft. 6 in. (2.59 m) in width
- Exceeds 13 ft. 6 in. (4.11 m) in height
- 34k to 80k; depends on number of axles of the conveyance

Some examples of oversize freight would be boats, heavy equipment, machinery, generators, trusses, and the like.

**Performance Period:** Timeframe of the contract, to include any options offered.

**Purchaser:** The Company awarded this contract to buy scrap material.

**Receipt In Place (RIP):** Material being held at a location outside the Agency network although on the Agency accountable record during the disposal process and safeguarded by the Generator.

**Rubbish or Refuse:** Trash, garbage, other unwanted things, things that are worthless or of very poor quality.

**Sales Contract:** An agreement between two parties that binds both parties and transfers title of specified type and quantity of material.

**Sales Contracting Officer (SCO):** A duly appointed individual granted the authority to sell surplus and foreign excess personal material by various prescribed methods of sale.

**Scrap:** Recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable USML or CCL items, components, and parts are not scrap. Section 102-36.40 of Reference (e) and Section 770.2 of Reference (w) provide additional information on scrap.

**Sorting and Segregating:** The process of identifying the material for its basic material content in accordance with SCLs available at a particular location. This determination is based on the predominate material composition by weight of an item in the best interests of the U.S. Government. Questionable items shall be determined in conjunction with Agency personnel and the Purchaser. Any unresolved issues shall be elevated to the SCO prior to removal of a container.

**Standard Waste and Scrap Classification (SCL) Codes:** SCL codes are used to classify scrap into its proper scrap commodity group to obtain maximum sales potential and to provide a uniform method for maintaining accounting records.

**Trash:** Discarded, unwanted or worthless material or objects.

**Usable Material:** A designation assigned by or with the approval of the Agency personnel meaning that the item has value more than that of the item's material content.

**Vetted:** Made a careful and critical examination. Investigate thoroughly, especially to ensure that they are suitable for a job requiring secrecy, loyalty, or trustworthiness.