



**Invitation to Bid  
Sales Agreement Number MMP100-23-249**

**Bid Posted Date: August 10, 2023**

**Bid Closing Date/Time: August 17, 2023/2:00pm EST**

**Material:** 40,000 pounds of Scrap Lead Acid Batteries, palletized and wrapped. The Buyer is invited to inspect the property prior to submitting a bid. Call 910-451-4214 to schedule an appointment. The Government reserves the right to vary the quantity tendered or delivered to the Purchaser by 10 percent; when the property is sold by weight.

1. INSTRUCTIONS. All bids must be received by the Bid Deadline, August 17, 2023, at 2:00pm EST. Bids may be mailed/faxed/mailed/hand delivered to:

GF Department, Public Works Division  
Attn: Gary Denson, FSC/Landfill Section  
1005 Michael Road  
MCB Camp Lejeune, NC 28547  
FAX: 910-451-9935  
EMAIL: gary.j.denson@usmc.mil

2. CONSIDERATION OF BIDS, MODIFICATIONS, OR WITHDRAWALS. The Government reserves the right to reject any and/or all bids. Award will be made to the highest responsive and responsible bidder. When two or more highest bids are equal in all respects, award shall be made by drawing, limited to the highest equal bids. The drawing shall be witnessed by at least two persons. By signing the bid, the buyer guarantees its bid price until material is removed.

3. BUYER ELIGIBILITY. The Buyer must be a United States citizen and eligible to obtain a Department of State, Department of Commerce, or Office of Foreign Assets Control export license. The Buyer is required to report suspected instances involving fraud and abuse, theft or violation of the Arms Export Control Act, illicit diversion of U.S. export controlled technology, or other violations of U.S. Export laws and regulations involving DOD programs and operations.

4. DANGEROUS PROPERTY CLAUSE. Buyers are cautioned that articles or substances of a dangerous nature may remain in the property regardless of the care exercised to remove same. The Government assumes no liability for damages to property of the Purchaser or for personal injury, disability or death of the Buyer, its employees, or to any other person arising from or affiliated with the purchase, use or dispositions of this material. The Buyer shall hold the Government harmless from any and all such demands, suits, actions, or claims arising from or otherwise relating to the purchase of this material.

5. DEPOSIT/PAYMENT. The Buyer is required to make a **20% deposit by certified or company check made payable to the U.S. Treasury prior to pick-up** of the material. NO PERSONAL CHECKS ACCEPTED. **The Buyer will be invoiced on the amount balance after deposit and minus the average weight of a pallet at 45 pounds (ex. 13 pallets X 45 = 585 pounds)**. All billing weights will be based on the QRP's base scales weight tickets. Payment must be made within fifteen (15) days upon receipt of the invoice. Check will be made to the **U.S. Treasury** and sent FEDEX/UPS to the address listed in the bid submission form. Failure to make payment will result in legal action to recover invoiced funds.

6. LOCATION OF PROPERTY. The lead acid batteries are located in **Bldg. 901 Michael Road**. MCB Camp Lejeune will load the materials with the use of a forklift and is not responsible for damage to any containers. If the use of other equipment is necessary the Buyer is responsible for providing and operating the equipment.

7. SCHEDULED PICK UP. The successful bidder will be required to pick-up the commodity within 15 days of the date of award after making arrangements with MCB CAMLEJ-QRP for weigh-in and picking up the commodity between 7:00am - 1:00pm, Monday - Thursday, excluding Federal holidays.

8. BILL OF LADING. A Bill of Lading will be created at the time of pick up and will document the quantity, in pounds, removed from MCB Camp Lejeune. A copy of the Bill of Lading will be retained by MCB CAMLEJ-QRP.

9. TRANSPORTATION. The Buyer shall provide trucks that are DOT approved. The vehicles shall possess control devices to prevent spillage. The Buyer shall comply with DOT containment requirements for transporting the materials, DOT vehicle and weight transportation requirements, and adhere to all applicable safety, fire, environment, and OSHA laws, rules and regulations. The Buyer is responsible for the cleanup of all spillage both on and off the installation. The Buyer agrees to provide transportation related to the pick-up and/or shipment of the recyclable materials at no charge to the Recycling Program and/or Government. The successful bidder shall weigh transport vehicle(s) before leaving MCB LEJ-QRP at the Landfill scales, Building 982 Piney Green Road. The weight tickets (original) shall be provided to MCB CAMLEJ-QRP for inclusion into agreement records.

10. SECURING THE LOAD. Securing the load is the sole responsibility of the Buyer or his/her agent. The Buyer assumes total responsibility and liability of the material once they are in the Buyer's possession, and shall hold harmless and indemnify the United States and MCB CAMLEJ and its contracting authority.

11. TERMINATION OF THE AGREEMENT FOR DEFAULT. MCB CAM LEJ-QRP may terminate this agreement in whole or in part for failure of the successful bidder to perform any of its obligations under the agreement.

a. Upon default, successful bidder shall lose all rights, title, and interest in the property. If a successful bidder removed part of a commodity, but fails to remove the remainder within the time specified for removal, the agreement will be terminated for default in part and the successful bidder will not be entitled to a refund of any portion of the price paid, including deposit, for said commodity. Successful bidders who are terminated for default may be referred/recommended for debarment from purchasing any MCB CAMLEJ-QRP commodities.

12. TERMINATION OF THE AGREEMENT FOR CONVENIENCE. MCB CAMLEJ-QRP may terminate this agreement in whole or in part when it is in MCB CAMLEJ-QRP's best interest, by providing written notice of such termination to the successful bidder. In the event the agreement is terminated for the convenience of MCB CAMLEJ-QRP, the successful bidder's sole remedy will be a refund of any portion of the price paid for commodities not received.

13. DAMAGE TO GOVERNMENT PROPERTY. Any damage to government property during the successful bidder's removal operations is the responsibility of the successful bidder, if deemed by the Manager, MCB CAMLEJ-QRP that the successful bidder or his/her agent or employee was at fault, will be repaired at the successful bidder's expense, to its original state or reasonable facsimile thereof to the satisfaction of MCB CAMLEJ-QRP.

14. AGREEMENT DISPUTES. All contract disputes will be resolved by the MCB CAMLEJ-QRP Manager.

15. BASE ACCESS. All transportation personnel shall obtain access to the installation by obtaining a one day pass from the Base Pass and Identification Office. Driver must show a valid driver's license, registration and proof of insurance. **IMPORTANT: PLEASE SEE THE ATTACHED LINK REGARDING NEW REGULATIONS FOR BASE ACCESS- <https://www.mcieast.marines.mil/cvo/>** All haulers must be able to comply with these requirements in order to gain access. At a minimum, haulers must have:

**A Real ID is highly preferred, if not, they need to possess 3 forms of ID:**

**Driver's License**

Passport

TWIC card

SS card

Birth Certificate

Additionally, haulers must have proper registration and insurance information for their vehicles.

16. ENVIRONMENTAL CONSIDERATION. MCB CAMLEJ-QRP is committed to protecting the environment. It is the responsibility of this agency, as well as potential buyers, to ensure that the sale of hazardous property, and the ultimate end use of that property, is performed in an environmentally compliant manner. As such, prior to the award of any hazardous item, each high bidder's premises may be subject to an on-site inspection by a government representative.