

INVITATION FOR BIDS (IFB)

IFB number: M00318-23-S-0002

Subject: Sale of Non-Ferrous Metals

Issued by: Regional Contracting Office Hawaii on behalf of Marine Corps Base Hawaii (MCBH) Qualified Recycling Program (QRP)

Issue date: 27 FEB 2023 11:00 am (Hawaii Standard Time)

Close date and time: 13 MAR 2023 11:00 am (Hawaii Standard Time)

Bid Opening and Review: 13 MAR 2023 12:00 pm (Hawaii Standard Time)

Contract Specialist: Sgt. Rochester, Boo C. (boo.c.rochester@usmc.mil)

Contracting Officer: Adam Duffy (adam.duffy@usmc.mil)

ITEMS OFFERED FOR SALE

Description: Various Stainless and Aluminum Metals equaling 15,000 + lbs.

Unit of Issue: Pounds (lbs.)

- Item 0001: Non-Ferrous Metals (Stainless Mixed)
Quantity: 5,000 plus lbs.
- Item 0002: Non-Ferrous Metals (Aluminum Mixed)
Quantity: 10,000 plus lbs.

INSTRUCTIONS TO BIDDERS

Bidders must read “sale terms and conditions” prior to submitting a bid. Submission of a bid constitutes acknowledgment and acceptance of the sale terms and conditions. Bids conditioned upon alternate terms and conditions will not be considered.

1. Submission of Bids.

- a. Submission method. Bids of “description metals” may be submitted with a Commodity Price Index by email to boo.c.rochester@usmc.mil and adam.duffy@usmc.mil
- b. Bid format. Bids may be submitted in any format (Word doc, PDF, etc.) as long as they have the following required information:
 - i. IFB Number- M00318-23-S-0002
 - ii. Company Name
 - iii. Contact information: phone number and email address
 - iv. Name of Authorized Representative
 - v. Price (per pound), Total Price per Item No., and the Total Price of the Sale
 - vi. A statement that the bidder has read and accepts the Sale Terms and Conditions
 - vii. Authorized Representative’s signature
 - viii. Current Commodity Price Index (appreciated)
- c. Late submissions. Bids received after the IFB “close date and time” will not be accepted. The bidder is responsible to confirm that the bid was received by the RCO (Regional Contracting Office) before the IFB close date and time. An acknowledgement email will

be sent by the RCO when we receive your bid.

- d. Bid rejection. Bids that are missing required information will be rejected. Illegible bids may be rejected if the RCO cannot determine all required information has been provided. Bids will not be reviewed prior to “award date/bid opening”. It is, therefore, imperative all bids are complete and legible.
2. Bid Opening. Bids will be reviewed/opened on “award date” as noted on page one (Hawaii Standard Time). **The MCBH RCO may vet bidding companies to see if the execution of the agreement can be accomplished by same** (see sale terms and conditions items 5 & 6- Responsibilities & Removal). A ledger will be created to record the following information as bids are reviewed/opened:
 - i. Company Name
 - ii. Price per pound / Total Sale Price
3. Award. A sales agreement will be awarded to the bidder offering **the highest price per pound and/or bidder who can execute this agreement in full**. The winning bidder (highest and/or executing bidder) will be notified in writing or email and a **sales agreement (SF-144)** will be established and signed by the winning bidder and the Contracting Officer. Bid regrets noting the winning bidder and the total sale price will be sent out to the non-winning bidders after a sales agreement is awarded.
4. Inspection. **The bidder is recommended to inspect the material offered for sale during the bidding period and, to satisfy themselves as to the material quality and all general and local conditions that may affect the bidder’s acceptance of such, prior to submitting a bid. The bidder assumes responsibility in bidding solely as per the written description in the IFB if they choose not to inspect. The inspection period is from the IFB issue date until the IFB close date.** Inspections must be done by appointment only. To schedule an appointment, contact:

Name: Mr. Joseph Pasco or Staff Sergeant Jawan Hale
Phone: 808-479-7364 (Joe); 808-479-7316 (SSgt Hale) or 808-257-4300
Email: joseph.pasco@usmc.mil or jawan.hale@usmc.mil
5. Points of Contact: The points of contact for all questions regarding this IFB are Contract Specialist Sgt. Boo Rochester (boo.c.rochester@usmc.mil) and Contracting Officer Adam Duffy (adam.duffy@usmc.mil)
6. IFB Cancellation. The Government reserves the right to cancel this IFB at any time and for any reason that is in the best interest of the Government. If the Government determines to re-issue the IFB, a public notice will be made available.

SALE TERMS AND CONDITIONS

1. Spot Sale. This is a one-time sale (i.e., spot sale) of the item(s) listed under “Items Offered for Sale” only.
2. Item(s) Condition. Notwithstanding the provisions of the sale and prior to the removal of the sale property from Government control, the Government guarantees the original purchaser the property offered for sale will be “that” as described in the invitation for bid. **If an inaccurate description is determined to exist prior to removal of the sale property from Government control, the sole and exclusive remedy will be to cancel the item from the sale agreement and refund the purchase price paid.** If the Purchaser feels that an inaccurate description has occurred, they must notify the Qualified Recycling Program Manager in writing prior to removing any awarded property. Under this provision, “Where Is-As Is” applies after the materiel(s) has been removed from Government control and there will be no further relief available under this condition. The foregoing is in place of all other guarantees or warranties, expressed or implied. The Government does not warrant the merchantability of the scrap property or its fitness for any use or purpose or utility other than that of its material content. The amount of recovery under this condition is limited to the purchase price of the incorrectly described property. The purchaser is not entitled to any payment for loss of profit or any other monetary damages, special, direct, indirect or consequential. The Government may offer the purchaser additional weight for a given item. NOTE: **Government scales will be the determining factor in all weight discrepancies.**
3. Dangerous Substances/Property: The Purchaser is cautioned that the subject scrap material or substances, or one or more of its components, parts, constituents or ingredients thereof may be corrosive, reactive, and ignitable or exhibit other hazardous or toxic properties. The Government assumes no liability, for any damage to property of the purchaser, to the property of any person, or to public property, or for any personal injury, illness, disability or death to the purchaser, purchaser's employees, or any other person subject to the purchaser's control, or any other person including members of the general public; or for any other consequential damages arising from or incident to purchase, use, processing, disposition, or any subsequent operation preformed upon, exposure to or contact any component, part, constituent or ingredient of this scrap items, materiel, or substance. The purchaser agrees to hold harmless and indemnify the Government for any and all costs and expenses incurred incident to any claim, suit, demand, judgment, action, debt, or liability cost, and attorneys' fees or any other request for money or other type of relief arising from or incident to the purchase, use, processing, disposition, subsequent operation performed upon, exposure to, or contact with any component, part, constituent, or ingredient of this scrap item, material, or substance, whether intentional or accidental.
4. Variation in Quantity.
 - a. There quantity listed under item description is an approximation only. There may be a variation in quantity of 7% more or less of the advertised weight.
 - b. The bidder/purchaser and the Alternate QRP Manager will decide by mutual agreement to

accept scale weights using the calibrated vehicle electronic scale located at the MCBH Recycling Center (at Government expense). Scales owned and operated by the bidder/purchaser are not acceptable by the Government as commercial scales.

5. Bidder/Purchaser Responsibilities under this Agreement:

- a. Once notified that the awarded purchaser's descriptive item(s) is available for pick up (day of award), the purchaser is obligated to remove the item(s) **within a 15-day period**. Failure to pick up material after notification may result in storage fees. If determined the awarded purchaser is neglecting contract requirements, the MCBH Recycling Center may recommend storage fees to the RCO. The RCO may determine and apply storage fees, after providing notice to the awardee. The Government reserves the right to **cancel the agreement** if it believes that the awardee is not capable of fulfilling the terms of the sale. The RCO may consider another bidder that also competed for this IFB or put out a new IFB for explained Item(s) Offered for sale.
- b. If the purchaser has exceptions and wishes to request additional time to remove the item(s), they must do so in writing/email to the Contracting Officer. The Contracting Officer will approve or disapprove the request submitted by the purchaser. The Government reserves the right to reject any request for any reason, to include any or all fiduciary impacts on the Government the extension may have.
- c. Notwithstanding the provisions of the sale of Government property, bidder assumes sole responsibility for the security and protection of the property purchased under this agreement as of the date of full payment of the agreed price.
- d. To schedule a pick-up of item(s) contact:
Name: Mr. Joseph Pasco or Staff Sergeant Jawan Hale
Phone: 808-479-7364 (Joe); 808-479-7316 (SSgt Hale); or 808-257-4300
Email: joseph.pasco@usmc.mil or jawan.hale@usmc.mil

6. Removal of Item(s) from Government Property/Indemnification. Payment must be made before removal of description item(s) and within 14 days of award date. It is the purchaser's responsibility to remove the item(s) purchased at no expense to the Government. At the purchaser's request, the Government will load the item(s) onto purchaser's truck, trailer, or roll-offs.

7. Indemnification. Purchaser/representative agrees to hold and save harmless at all times the United States (U.S) Government (including MCBH QRP-RECYCLE CENTER, its agents, representative and employees) against any and all claims, demands, suits, judgments, costs, charges, and expenses arising out of or in connection with any loss, damage or injury resulting from the negligence or other fault of the purchaser, its agents, representatives, and employees. The purchaser will release the U.S. Government and MCBH QRP-RECYCLE CENTER from

any and all liability from loss or damage to property and merchandise used by the purchaser and, or representatives in the operation of this event due to theft, fire, storm, flood, and damage or destruction through any force of nature or otherwise.

8. Damages. The purchaser shall be financially responsible for any damages to the premises / building resulting from acts of omission or errors of the purchaser and their employees and, or representatives. Any acts of vandalism or theft shall be reported immediately to the installation Provost Marshall and MCBH QRP-RECYCLE CENTER POC. The U.S Government shall not be responsible or liable for the purchaser / representative's property.

9. Base Access/Transportation. Marine Corps Base Hawaii requires anyone entering the installation to have the following upon arrival at the H-3 Main Gate Entrance:

- i. Current Drivers License (with picture)
- ii. Current Vehicle Registration
- iii. Current Vehicle Insurance (Active)
- iv. Current Vehicle Safety Check

*All vehicles entering the base are subject to search. The owner of the vehicle, by entering the base, accepts this policy and will comply with all base regulations.

10. Payment.

- a. Payment must be made with cashier's checks or by certified checks. Each check amount will be determined by the QRP Manager and the purchaser will be notified of such amounts.
- b. Payment will only be made by one of the acceptable methods above.
- c. Checks shall be made out to the "U.S. Department of Treasury".
- d. **Payment must be made before removal of items purchased.**
- e. Mail or deliver payment to:

Commanding Officer
MCBH Qualified Recycling Program
Attn: QRP Manager Building 1360
PO Box 63062
MCBH Kaneohe Bay, HI 96863

11. Default/Termination. If the awarded bidder/purchaser fails to pay within above provided provisions (within 14 days of award date) and/or fails to start removal of property within 14 days from Award Date, the purchaser will be considered to be in default. Without further notice, the purchaser may lose all right, title, and interest in the property. The purchaser will be entitled to a

refund for any down payments of the described property, if applicable. **Requests for additional days to remove property may not be considered** and will be acted upon by the RCO. Further, if the Purchaser has removed any portion of the line item(s), the Purchaser will not be refunded for the removed portion of the line item(s). Purchasers who default on sales agreements may be processed for debarment and restricted from participating in future sales for (1) year or indefinitely.