



**Invitation to Bid**  
**Sales Agreement Number MMP100-23-227**

**Bid Posting Date: February 8, 2023**

**Bid Closing Date/Time: February 15, 2023, 2:00pm  
EST**

**Material:** Estimated 1,000 pounds of various types of zinc-plated copper, loose. 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.

INSTRUCTIONS. All bids must be received by the Bid Deadline: February 15, 2023, at 2:00pm EST. Bids may be mailed/faxed/emailed/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

1. 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.

2. 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.

3. 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.

4. DEPOSIT/PAYMENT. The Buyer will be invoiced for the balance after delivery. Payment must be made within fifteen (15) days upon receipt of the invoice. Check will be made payable to the U.S. Treasury and FEDEX/UPS to the address listed in the bid submission form or hand delivered to the Administrative Section in Bldg. 1005 Failure to make payment will result in legal action to recover invoiced funds.

5. LOCATION OF PROPERTY. Material is stored at the Treatment and Processing Facility located on Piney Green Road, MCB Camp Lejeune. The material can be delivered to the successful bidder within a 65-mile radius or can be picked up at the QRP's Treatment and Processing Facility located at Bldg. 978 Piney Green Rd, Camp Lejeune, NC, 28547.

6. TERMINATION OF THE AGREEMENT FOR DEFAULT. MCB CAMLEJ-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, the successful bidder shall lose all rights, title, and interest in the property. If a successful bidder removes part of a commodity, but fails to remove the remainder within the time specified for removal, the agreement will be terminated for default 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.

7. 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.

8. 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, and will be repaired at the successful bidder's expense, to its original state or reasonable facsimile thereof to the satisfaction of MCB CAMLEJ-QRP.

9. AGREEMENT DISPUTES. All agreement disputes will be resolved by the MCB CAMLEJ-QRP Manager.