

INVITATION FOR BID (IFB)

SCRAP SALE

IFB 33-9029
A0007888
SEALED BID
TERM

Eglin AFB Florida
Inspection Period Begins October 9, 2019; 10:00 AM Local By appointment only.
Bid Opening Date October 15, 2019; 15:57 PM EST

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DEFENSE LOGISTICS AGENCY (DLA) DISPOSITION SERVICES
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 ATTACHMENT B: Facility Inspection Checklist
 ATTACHMENT C: Bid Sheet (SF114 and SF114A)
 ATTACHMENT D: Regional Map
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USEFUL WEBSITES:

DLA Disposition Services: <https://www.dla.mil/DispositionServices.aspx>
 DLA Auction Site: <https://www.sales.dla.mil/dlab2b/init.do>
 Federal Business Opportunities (FedBizOpps): <https://www.fbo.gov/>
 Bureau of Industry and Security: <https://www.bis.doc.gov/>
 U.S. Department of the Treasury: <https://home.treasury.gov/>

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

Commercial Scale Locator

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

GENERAL STATEMENTS OF SALES CONTRACT

Certain contents and provisions of this IFB, including Appendices, Attachments and Schedules, are described in general. The following General Statement of Public Sales Contract is not intended to be complete and does not take precedence over the specific terms and conditions of this public sales contract. The requirements for all matters discussed in the General Statement of Public Sales Contract are fully defined in the Terms and Conditions Section of this IFB. Any historical data provided in support of this IFB was derived using existing sources and is presented for general reference only.

1. Defense Logistics Agency (DLA) Disposition Services (hereinafter, the “Agency”) is offering scrap for sale through this Term Sale Invitation for Bid (IFB). This IFB is offering DEMIL A scrap property and material for sale. The Bid Sheet (SF114 and SF114A), Attachment C, lists the specific location(s) and item(s) for sale. The Agency may also issue material from Receipt-In-Place (RIP) locations or other locations that are not located at an Agency facility.

2. The performance period of the contract resulting from the IFB shall consists of a 36-month base period, followed by two 12-month option periods that may be exercised at the Sales Contracting Officer’s (SCO) discretion. The contract also contains an available six-month extension period that may be offered at the SCO’s discretion at the end of each performance period, under the same terms and conditions of the contract. In the event the extension is utilized, the SCO shall advise the contractor in writing 120 calendar days prior to the expiration of the current period of performance period. The extension may be utilized in 30-day increments, a combination of 30-day increments, or in its entirety. The entire length of the contract, if all option periods and extension are used, shall not exceed five years.

3. This IFB relates to scrap material that the Government has determined to be surplus to the needs of the Department of Defense (DOD) and the Federal Government. Scrap material is defined as 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. The Agency does not accept rubbish, refuse or trash from its customers and this type of material shall not be issued under the contract. Scrap and salvage material issued under this contract shall be comprised of Demil code A property. Expended Small Arms Cartridge Cases (ESACCs) is not included in this IFB.

4. Items in this sale are identified by Scrap Classification Codes (SCL) based on material content (see Item Description for a listing of all SCLs being offered). Availability of specific items at any particular location will vary and some items are not available at all locations. The Government has sole discretion to determine what material shall be sold to the Purchaser, and the Purchaser has a contractual obligation to purchase and accept all material referred by the Government at the locations specified in this IFB, except for hazardous material. Under no circumstances is culling for effecting partial or incremental removals authorized. Items are offered with a guaranteed minimum quantity per SCL, throughout the performance period.

5. The Purchaser's bid shall consist of an amount per pound specified in U.S. currency for each SCL listed on the Item Bid page (Attachment C). The minimum bid for each SCL item is \$0.01000 per pound (bids amounts cannot exceed five decimal places) and the Bidder with the highest cumulative bid for all SCLs shall be considered the apparent high bidder for the sale.

Note: System generated documents will round to the nearest cent due to the two decimal place parameters. However, the system performs calculations using the actual bid amount up to five decimal places.

6. Prospective bidders should be aware of certain risk factors that could affect a bidder's assessment of this contract and the calculations supporting the resulting bid. The Agency does not represent, nor is it possible to identify all such risk factors. The prospective bidder is advised and cautioned to assess the following in addition to those risks identified elsewhere in this IFB:

The future volume, quality, condition, market value, mix (e.g., brass, aluminum, copper, ferrous metal) of the material 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. These changes will affect the volume and nature of the material referred for sale under this contract.

This is not a requirements contract requiring the delivery of all the Agency's excess and surplus generations of a particular type of property at a location. The Agency is only obligated to sell the minimum quantities for each SCL in each location that is being offered for sale in the Item Description of the property and consistent within the terms that allow for the Adjustment for Variation in Quantity or Weight as set forth in the Sale by Reference (SBR) Part 4, Condition 5 and other terms elsewhere within this IFB, attachments and schedules.

Purchasers should exercise caution when incurring obligations based on an anticipated performance period as the performance period refers only to the amount of time the agency shall have to meet its commitments to provide the minimum quantities of scrap to the Purchaser. It does not confer any right to receive scrap throughout the performance period; instead, the Agency promises only to provide the minimum quantities subject to variations as authorized by SBR Part 4, Article 5.

7. All potential Bidders are advised to read all terms and conditions of this IFB prior to submitting their bids to ensure they have a complete and full understanding of all requirements under this contract for sale. The Purchaser is cautioned that some requirements for information are required before the start of work on this contract. The Purchaser agrees to provide all services necessary for the contract in accordance with all Federal, state, local laws and regulations and in accordance with the terms of this contract. This also applies to subcontractor(s). All locations may have strict rules that may prohibit access to some individuals. To access our facilities, a

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.

Unique Terms and Conditions for this Sale that require special attention from all Bidders

8. 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 Federal Acquisition Regulations (FAR). This is a contract for the sale of scrap pursuant to provision in Title 40, US Code, Chapter 5. The Government is not responsible for any indirect 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.

9. 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 and storage locations, other than processing and storage locations must be within the region (see Attachment D) and a DLA Form 2536, Statement of Intent, must be on file for the location. Exceptions to use processing and storage locations outside the region must be approved by the SCO in advance.

10. 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.

11. Containers (commonly referred to as Roll-offs, dumpster, bins, etc.):

The Purchaser shall be required to provide a covered container for each SCL at each location. Containers must be transportable with a lid in which scrap material is stored, transported, disposed of or otherwise handled. 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 cubic-yard Roll-off container at each pick-up location. After commencing performance under the contract, the Purchaser and Area Manager or Site Lead may agree to change the planograph for the scrap yard to accommodate smaller/larger or additional containers for specific SCLs. The Area Manager or Site Lead shall submit the planograph to the SCO for approval. If approved, an SF114D shall be signed by both Purchaser and SCO as mutually agreed and at no additional cost to the Government. Change in container size must not impede rate of removal or customer support. Containers must be covered. Lids or other covers must be constructed of impermeable material to prevent collection of rainwater, snow or other foreign debris from accumulating inside the container. Lids or covers must be able to secure load during transport to prevent material from falling or flying out of the container.

Container size and quantity may vary based on SCL and the volume due to customer turn-in rates. Container size and quantity shall be of such capacity to accommodate an accumulation of 3-5 workdays' and prevent scrap from accumulating on the ground.

Table 1: 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

Containers not meeting safety requirements shall be refused for delivery to Government facilities.

12. Removal and Replacement of Containers: The Sales Point of Contact (SPOC) shall provide local oversight of the contract and provide written notice (use DLA Form 2535-1) to request removals of containers and other over-sized loads. Purchaser shall confirm, in writing via email to the SPOC 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 Statement of Intent.

Property must be removed within three working days when written notification on DLA Form 2535-1 has been provided to the contractor via email by the location. Pickups must be scheduled to occur during the Government locations normal working hours. 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 days.

The Government will assess storage charges for all property not removed within three working days after written notification has been made to the contractor 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 day. Property left on Government premises longer than 60 business 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. In addition, DOD customers may require additional storage space; therefore, property issued to Purchaser may be required to be relocated by the Purchaser and at the Purchaser's expense.

13. 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 elevate 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. Oversize items (such as vehicles, commercial trailers, boilers, conex, etc.) are required to be loaded by the Purchaser or their authorized Agent. 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 dunnage and debris after removal from an Agency managed location, within 30 calendar days of removal, submit a SF 364 ROD with the DLA Form 1367 and photos of the entire load and the dunnage in the load.

Except for "oversized items," all scrap property shall be maintained in containers and shall not be left stored on the ground or outside of containers overnight. Any irregularities, discrepancies or disagreement on the sorting and segregating of scrap that cannot be resolved at the local level must be elevated to the SCO prior to removal of a container.

Purchaser shall furnish all equipment, materials and services necessary to perform requirements for loading and removal of all scrap. Equipment must conform to the host installation, Federal, state and local standards for handling scrap and recyclable materials. Containers not meeting safety requirements shall be refused for delivery to government facilities. Purchaser furnished equipment; materials and services shall include, but are not limited to the following: containers, vehicles, material handling equipment (MHE) and spill response supplies.

14. Government Facilities: Purchaser must maintain all Government facilities and equipment, made available for its use, in accordance with host installation, DLA Policies, Federal, state and local regulations. The Agency shall conduct inspections (example inspection form is provided in Attachment B to this IFB) of its facilities and equipment. These inspections include checks for safety and housekeeping. Purchaser shall correct deficiencies identified by the Agency in their operational area immediately if possible but no later than 30 calendar days from the date of inspection.

15. Purchaser Staffing: Purchaser shall staff at a level sufficient to accomplish all requirements in the resulting contract terms and conditions.

16. Use of Government Furnished Equipment (Material Handling Equipment (MHE)): The Purchaser may not utilize available government owned MHE. The Purchaser may use and store its own MHE in the Scrap Yard when authorized by the site lead or Area Manager. Specific terms and conditions for MHE are in Article Nine.

17. Other Information: Additional information, definitions, requirements and special conditions of sale are set forth below in this IFB and in the Agency's pamphlet (Attachment B) entitled Sale by Reference - Instructions, Terms and Conditions Applicable to Department of Defense Personal Material Offered for Sale by DLA Disposition Services, July 2012" (hereinafter, Sale by Reference or SBR).

18. Scrap Warranty and Exemptions from the scrapping requirement: The Purchaser accepts that this property is being purchased as DEMIL 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:

- (1) 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.

(2) 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.

(3) 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.

(4) 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.

ITEM DESCRIPTION

Generally, scrap material sourced to the resulting contract(s) is considered safe to sell and have no additional restrictions by this Agency. The scrap material issued under this contract shall be assigned a Demil Code of A and will be categorized into the SCLs listed below. At the earliest opportunity or over the duration of the performance period the Government guarantees to issue the Purchaser a minimum total weight equal to the Total QTY identified per SCL specified below subject to variations as authorized by SBR Part 4, Article 5.

Table 2: Contract Line Item Number (CLIN) Details

State	Site	Plant	Region	ITEM #	Material	Total QTY
FL	Eglin	JST1	Southeast	1	DS000D1DA	12,951
FL	Eglin	JST1	Southeast	2	DS000D2DA	20,020
FL	Eglin	JST1	Southeast	3	DS000D4CA	85,099
FL	Eglin	JST1	Southeast	4	DS000E1LA	7,816,792
FL	Eglin	JST1	Southeast	5	DS000E2CA	244,113
FL	Eglin	JST1	Southeast	6	DS000EWGA	300,000

Table 3: CLIN, Material, SCL, Descriptions

CLIN	MATERIAL	SCL	Description
1	DS000D1DA	D1D	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 non-aluminum 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.
2	DS000D2DA	D2D	Radiators, made of copper base alloys. Vehicular, unsweated.
3	DS000D4CA	D4C	Insulated copper wire and cable. Tinned and untinned 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.
4	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.

5	DS000E2CA	E2C	Vehicles, tactical, all types
6	DS000EWGA	EWG	White appliance goods

Notes:

Local POC is Vincent Wilson, phone # 804-279-2284, email: vincent.wilson@dla.mil

Alt. POC is Barbara Bull, phone # 804-279-4363, email: barbara.bull@dla.mil

Hours of Operation: Monday-Thursday 8:00AM-2:00PM excluding Federal Holidays.

Each pick up location requires one 40-foot container. Containers shall be in place within five calendar days after Post-Award conference. Consists of various scrap metal pieces, large and small, raw material, sheets, tubes, equipment parts and other mixed metals with foreign attachments. Inspection requires 48-hours' notice.

Pick up locations:

1. DLA Disposition Services 210 TRANSPORTATION RD, SUITE 1, EGLIN AFB, FL 32542-2522
2. 400 Alabama Ave., Tyndall AFB, FL 32403
3. 415 Independence Road, Hurlburt Field, FL 32544

Refer to "Schedule F-1 RIP" for additional pickup locations.

TERMS AND CONDITIONS OF SALE

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 Personal Property Offered for Sale by DLA Disposition Services”, published July 2012, are hereby incorporated by reference and become a part of this IFB/Auction and any contract resulting from acceptance of a bid submitted pursuant to this IFB/auction as fully as though such instructions, terms and conditions had been specifically set forth herein:

SALE BY REFERENCE PART 1: General Information and Instructions: All conditions apply except: paragraph 5.

SALE BY REFERENCE PART 2: Sale of Government Property General Sale Terms and Conditions: All conditions apply except: 13(c), 19, 28 and 34.

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

SALE BY REFERENCE PART 3: Sale of Government Property Special Sealed Bid Conditions: All conditions apply. Read and understand Article E: ALL-OR-NONE BID.

SALE BY REFERENCE PART 4: Sale of Government Property Special Sealed - Term Conditions: All conditions apply except: 2.

SALE BY REFERENCE PART 5: Additional Special Circumstance Conditions - Miscellaneous: All articles apply except: Article G.

Article A Scrap Warranty is amended in Article Six, Section 1, Paragraph J of this IFB.

Article D is modified in Article Three of this IFB.

SALE BY REFERENCE PART 6: Additional Special Circumstance Conditions - Demilitarization and Mutilation: Does not apply.

SALE BY REFERENCE PART 7: Additional Special Circumstance Conditions - Hazardous and Dangerous Property: All articles apply.

SALE BY REFERENCE PART 8: Additional Special Circumstance Conditions - Foreign Excess Personal Property: Does not apply.

SALE BY REFERENCE PART 9: Special Spot Bid Conditions of Sale of Government Property: Does not apply.

SALE BY REFERENCE PART 10: Sale of Government Property Special Auction Conditions: Does not apply.

ADDITIONAL TERMS AND CONDITIONS OF SALE

The following Articles (not part of the Sale By Reference, July 2012) apply and constitute specific terms and conditions of this sale:

ARTICLE ONE Bid Evaluation and Contract Award

Section 1 – Bidding Process: The Purchaser's bid shall consist of an amount per pound specified in U.S. currency. Prospective bidders should be aware of certain risk factors that 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 the Purchaser made related to determining their high bid. This is a firm fixed price contract where the bid price is expressed in US currency specified by the bidder, per pound. The Government expects the Purchaser to perform all the requirements under this contract at the bid price submitted by the Purchaser. At no time shall 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.

(A) How to bid: Bidders shall use the SF114 and SF114A documents provided in this IFB's Attachment C to submit a hand-delivered or faxed bid. Refer to Bid Worksheet (SF114A Local Reproduction) Schedule H. Bidder shall enter bid as price per pound not to exceed five decimal places (example 0.01005). Minimum bid is .01000 per pound. Multiply your bid price by the quantity specified for extended bid amount.

(B) Where to submit bid: Do not email bids or call in bids directly to the SCO.

Mailed or Hand-Delivered bids shall consist of an SF114 and SF114A provided in Attachment C.

Bids may be submitted via:

1. ESales Auction site (<https://www.sales.dla.mil/dlab2b/init.do>). An account is required to bid.
2. Facsimile (FAX) to 269-961-7568

3. Email to DRMSSALESBIDS@DLA.MIL
4. Hand Carried by Bidder
5. Hand Carried by United States Postal Service,
6. Hand Carried by Express Carriers (FEDEX, UPS, DHL, or other courier services),

Address hand-carried bids to:

DLA Disposition Services
 ATTN: Bid Room - IFB 33-9029
 74 N. Washington Avenue
 Battle Creek, MI 49037

(C) Other than Esales bids, a responsive bid submission shall contain at a minimum:

1. SF114 (or equivalent information) completed and signed
2. SF114A (or equivalent information) as provided in Attachment C

(D) When to send bid: Bids must be in the possession of the Agency's Public Sales Contracting Division by the bid opening date and time specified in the auction. If the bid is not submitted on time, it shall be considered non-responsive.

(E) How to modify/cancel bid: In addition to SBR Part 3, Articles B and C, 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).

(F) Bid Acceptance Period: The bid must remain valid 90 calendar days from the bid opening unless otherwise modified or cancelled.

Section 2 – Bid Evaluation: A responsive bidder is one that has complied with all instructions for properly submitting a bid. A responsible bidder is one that is able to pass the vetting process and is determined through the screening process to be an eligible transferee. 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.

Section 3 – Ineligible Bidder: Bidder will not be eligible for award if they are:

- a. Excluded from Federal programs by the General Services Administration as

identified in the System for Award Management at <https://www.sam.gov/portal/public/SAM/>.

b. 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 websites:

1. DOS DDTC Debarred Parties Website at http://www.pmddtc.state.gov/compliance/debar_intro.html;
2. DOS DDTC Embargoed Countries Website http://www.pmddtc.state.gov/embargoed_countries/index.html
3. DOC Denied Persons List Website at <http://www.bis.doc.gov/dpl/thedeniallist.asp> and DOC Unverified List Website at http://www.bis.doc.gov/enforcement/unverifiedlist/unverified_parties.html
4. USTD Specially Designated Nationals List Website at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> which includes designated narcotics traffickers and designated terrorists, USTD Sanctions Program Website at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

Section 4 – Pre-Award Survey: After bid opening and prior to award, the Government will conduct a Pre-Award survey of the apparent high bidder. The apparent high bidder will be required to submit a completed and signed DLA Form 2536 Statement of Intent (SOI) Completed (Parts 1-6). The Purchaser shall be required to provide detailed information on every storage location the Purchaser intends to use within the region. The Pre-Award survey may be conducted at the Purchaser's facility(ies) or other location(s) as deemed necessary by the Government and may include but is not limited to a review of Purchaser's facilities and equipment, financial capability or disclosure of a Purchaser's financial condition, quality assurance, safety, environmental responsibility and transportation. Bidders shall cooperate in the Pre-Award process by assisting in arrangements and/or by providing requested information in a timely manner. Bidders are advised that accomplishment of a Pre-Award survey or furnishing documents to the Government in support of the Pre-Award survey is part of the evaluation of the responsibility process and is not a guarantee the bidder will receive award of a contract.

Pre-Award Survey may include but is not limited to the following:

1. The Purchaser's Facility shall pass an inspection by Agency personnel prior to contact award. (See Facility Inspection Checklist in Attachment B)
2. Environmental Responsibility Determination (ERD)

3. Licenses, Permits, Certifications reviews

4. Prior to the award of a contract, the SCO or his authorized representative 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 subcontractor) to perform the work specified in this contract and is capable of complying with the applicable Federal, State and local laws, ordinances and regulations.

Section 5 – 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 bidder. In the event of a termination of the original Purchaser within 120 calendar days of the date of bid opening, 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, price and other factors considered.

Section 6 – 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.

ARTICLE TWO

Parties to the Contract

Section 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.

Section 2 – Transfer and Hypothecation:

(A) **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.

(B) **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.

Section 3 – Contract of Sale:

(A) **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.

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

Section 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.

Section 5 – Authority of Sales Point of Contact (SPOC): The SPOC acts as the eyes and ears of the SCO. 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.

(A) The Sales POC (SPOC) has the responsibility to:

1. Be familiar with, and understand all Public Sales contracts terms and condition, and all Operational Standard Operating Procedures (oSOP) pertaining to Public Sales.
2. Coordinate the submission of all supporting documentation needed to support auditability of the contract, and the Public Sales Contracting team.
3. Maintain liaison and direct communications with the Purchaser's representative.
4. Advise the SCO on contractual matters of a technical nature.
5. Inform the SCO as to the status and progress of performance of the Purchaser representative at your location on a weekly basis.
6. Alert the SCO to any potential or existing problems.
7. Maintain a file of all correspondence (or data) initiated or received in connection with subject contract.
8. Seek guidance from the SCO for specific situations not covered in this designation.
9. Ensure administration of government furnished property and equipment.
10. Report through normal administrative channels to Agency Inspector General (IG) and to the SCO any evidence of Purchaser or subcontractor kickback, attempt to bribe, or other fraudulent behavior.

(B) The SPOC will not:

1. Make or give the appearance of being able to make contractual commitments outside the scope of the contract, or execute or agree to modifications, or take actions that would commit the Government to a change in contract scope, price, quality, quantity, or delivery schedule.
2. Sign any changes or modifications to contracts.
3. Make determinations regarding issues of Purchaser liability that may arise during contract performance. Refer such issues to the SCO.
4. Direct the Purchaser on how to perform the work.
5. Issue stop-work orders.
6. Supervise Purchaser employees implicitly or explicitly which could constitute personal services.

ARTICLE THREE

Contract Financial Retention & Insurance and Bond Requirements

Section 1 – Payment Deposit: Within ten calendar days of contract award, Purchaser shall provide the Agency a payment deposit in the amount equal to 20% of the total extended bid value. The payment deposit shall be in the form of a guaranteed instrument (cashier's or certified check), Electronic Funds Transfer (EFT), or via wire payment. Payment options and instructions will be provided to the apparent high Bidder with the Notice of Award.

The Agency shall retain the payment deposit until the completion of the contract closure period, no later than 120 days after the end of the performance period. The payment deposit 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 payment deposit, without interest, to Purchaser at the completion of the contract closure process.

Section 2 – Insurance and Bond Contract Requirements: Purchaser shall obtain and maintain the following insurance and bond requirements throughout the performance and wind-down period:

(A) Modification of Special Circumstance Conditions: Sale by Reference (SBR) Part 5 - Additional Special Circumstance Conditions – Miscellaneous (DRMS Form 86, Oct 93), Article D, Liability and Insurance, paragraphs (a)(2) and (a)(3) is modified as follows:

1. Bodily Injury Insurance in an amount of not less than \$250,000 any one individual and \$1,000,000 for any one accident or occurrence.
2. Material Damage Liability Insurance in the amount of \$250,000 (which shall include any and all material whether or not in the care, custody or control of Purchaser). The annual coverage shall be not less than one million dollars \$1,000,000.

(B) Further Modifications: Sale by Reference Part 5, Article D, paragraph (a) is also amended as follows:

1. All risk coverage for fire and other material perils for all material owned by Purchaser with aggregate coverage of \$5,000,000.
2. Umbrella liability coverage not less than \$2,000,000.
3. Fidelity or blanket bond coverage for \$5,000,000. Purchaser shall obtain and maintain such coverage with a responsible surety company with respect to all of Purchaser's employees, officers and directors to protect Purchaser against losses, including, without limitation, those arising from theft, embezzlement,

fraud, or misplacement of funds, money, or documents. The issuer, policy terms, forms, and amounts of coverage, including applicable deductibles, shall be satisfactory to the Agency, and the policy shall include a provision that the issuer shall notify the Agency in writing within five business days of the cancellation or termination of any such coverage or of any modification of such coverage. Purchaser shall notify the Agency in writing within five business days after filing a claim under such coverage.

4. Comprehensive general liability, automobile liability, umbrella liability, Worker's compensation and other insurance coverage as may be required by law. At its option, Purchaser may obtain and maintain such additional insurance, including directors and officers coverage and errors and omissions coverage, as Purchaser deems appropriate.

(C) Evidence of Insurance: Within 10 calendar days from the date of award, Purchaser shall provide the SCO copies of policies, certificates of insurance or other proof evidencing the coverage required. Purchaser shall obtain the minimum coverage specified unless the Agency approves a variance from such minimum coverage.

ARTICLE FOUR

Contract Performance

Section 1 – Performance Period: The performance period of the contract resulting from the IFB shall consist of a one-month base period. The contract also contains an available six-month extension period that may be offered at the SCO's discretion at the end of each performance period, under the same terms and conditions of the contract. In the event the extension is utilized, the SCO shall advise the contractor in writing at least 10 calendar days prior to the expiration of the current period of performance. The extension can be utilized in 30-day increments, a combination of 30-day increments, or in its entirety. The entire length of the contract, if all option periods and extension are used, shall not exceed six months.

Section 2 – Termination for Convenience of the Government: The Government may terminate performance of work under this contract in whole or, from time to time, in part if the SCO determines that a termination is in the Government's interest. The SCO shall terminate by delivering to the Purchaser a Notice of Termination specifying the extent of termination and the effective date.

After receipt of a Notice of Termination, and except as directed by the SCO, the Purchaser shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (A) Stop work as specified in the notice.
- (B) Unless otherwise directed by the SCO, place no further subcontracts.
- (C) Terminate all subcontracts to the extent they relate to the work terminated.
- (D) Coordinate with the SCO the return of any material issued to the Purchaser to the Government in which title has not transferred.
- (E) With approval or ratification to the extent required by the SCO, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
- (F) Take any action that may be necessary, or that the SCO may direct, for the protection and preservation of the material related to this contract that is under title and/or in the possession of the Purchaser in which the Government has or may acquire an interest until surrendered to the Government or its agent. The Purchaser and SCO shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be a dispute under the Disputes clause.

The Purchaser shall submit a complete termination inventory list, by location, containing SCL, description and quantity no later than 30 calendar days from the effective date of termination unless extended in writing by the SCO, upon written request of the Purchaser, during this 30 calendar day period. The Government will review the inventory list within 14 calendar days. The Purchaser shall receive an approved list of items of which they can retain title. The retention of title of these items shall be by mutual agreement. Purchaser

shall submit a substantiated Request for Equitable Adjustment (REA) for any expense incurred outside the scope of this contract. Projected lost revenue and expenses incurred for normal execution of the terms and conditions specified within this contract are not reimbursable. The cost principles and procedures of Part 31 of the FAR, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

If the Purchaser and the SCO fail to agree on the amount that may have been determined due to the Purchaser by the Government, due to the termination of the public sales contract, the Government will pay the Purchaser the amounts determined by the SCO within the specified time. Any amount due to be paid by the Purchaser and not paid within the specified time period shall be charged interest fees based on the rate determined by the Secretary of Treasury.

The Purchaser shall have the right of appeal, under the Disputes clause (see SBR Part 2, paragraph 33 as referenced above), from any determination made by the SCO, except that if the Purchaser failed to submit the termination settlement proposal or a request for equitable adjustment within the time provided.

The following shall be deducted from any amount due the Purchaser under this clause:

- (1) Any claim which the Government has against the Purchaser under this contract; and
- (2) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Purchaser or sold under the provisions of this clause and not recovered by or credited to the Government.

If contract is partially terminated, this clause has the same full effect.

Unless otherwise provided in this contract or by statute, the Purchaser shall maintain all records and documents relating to the terminated portion of this contract for six years after final settlement. This includes all books and other evidence bearing on the Purchaser's costs and expenses under this contract. The Purchaser shall make these records and documents available to the Government, at the Purchaser's office during normal business hours without charge. Records and documents may be digitally scanned for electronic storage at no cost to the Government. The SCO shall provide records management documentation to record the location(s) of physical and/or electronic records and documents.

Section 3 – Purchaser Early Cancellation Notice: If the Purchaser elects to terminate prior to the term of this contract the Purchaser shall provide the Government a notice to terminate and shall continue the terms of the contract for 30 calendar days following the termination to include the closeout process.

ARTICLE FIVE

Distributions/Payments

Section 1 - The Billing Cycle: Transactions from the 25th of the current month to the 24th of the following month will be invoiced for the billing cycle.

Section 2 - Types of Acceptable Payments: All payments, including those for storage charges, liquidated damages and interest shall be in U.S. currency. Payments by Electronic Fund Transfer (EFT), 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 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 complete the manual credit card form and fax it to (269) 961-7230.

Section 3 – Payment Confirmation: The Government does not provide payment confirmation. Purchaser shall submit proof of each payment to the SCO, showing type of payment, amount, and date submitted. The SCO will ensure payment is applied to the Purchaser's account.

Section 4 – Consequences of late or short payments: If full payment is not received within 30 calendar days of the bill, interest shall 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, the Government will collect from the pre-payment taking offset action against any of the Purchaser's unpaid invoices. If the debt is forwarded to the DFAS Debt Management Office, Contract Pay Services, Columbus, Ohio; the Purchaser shall 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, the Government 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, shall transfer the delinquent debt to the Department of Treasury for further collection. Because of this transfer, the following actions may be taken:

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

The Purchaser may inspect and/or request a copy of the records pertaining to this debt. If the Purchaser believes the debt is invalid or the amount is incorrect, please contact the SCO immediately. If the Purchaser is financially unable to pay the full amount of the debt, the Purchaser may request a written agreement to pay the debt in installments. The Purchaser's request for an installment agreement shall 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 the Notice of Award document.

ARTICLE SIX

Product Pool, Material Referrals, Title Transfer, Returns and Material Breach

Section 1 – Product Pool: Generally, scrap material sourced to the resulting contract(s) is considered safe to sell and have no additional restrictions by this Agency. The scrap material issued under this contract shall be assigned a Demil Code of A indicating that demilitarization or mutilation is not required and will be categorized into the SCLs listed below. At the earliest opportunity or over the duration of the performance period the Government guarantees to issue the Purchaser a minimum total weight equal to the Total QTY identified per SCL specified below subject to variations as authorized by SBR Part 4, Article 5.

- (A) **Material Flow:** The material is by SCL as weight in pounds, 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.
- (B) **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.
- (C) **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.
- (D) **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.

- (E) **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 outlined below. The Agency will arrange for pick up and removal of such material.
- (F) **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.
- (G) **Other than "DEMIL A" Scrap Property:** Performance of this contract DOES NOT require the Purchaser to receive nor process other than Demil A scrap property. Should Purchaser employees suspect other than Demil 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 submit a SF364 ROD as outlined below. The Government will arrange for pick up and removal of such material.
- (H) **Safety of Use Message (SOU) 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) **Material Surges:** Purchaser acknowledges that during the performance of this contract, changes in Government processes, procedures, policies, regulations or laws could result in a large volume of material turned in to the Agency that could ultimately

be referred under this contract. The Agency and the Purchaser agree to cooperate and institute special procedures as necessary in connection with processing material surges. Any costs of the increased workload upon the Purchaser would not be at any additional costs to the Government.

(J) Scrap Warranty and Exemptions from the scrapping requirement: The Purchaser accepts that this property is being purchased as DEMIL 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:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.

(K) Demilitarization (DEMIL) Code Assignment: Other DoD agencies have the responsibility to identify property that requires DEMIL/Mutilation by assigning the applicable DEMIL Code. Due to changes in requirements, these codes are subject to change without notice. The Agency has no control over the DEMIL 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.

(L) Foreign Attachments: 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.

(M) 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 SCO's attention by initiating a SF364 ROD. The weight of miscellaneous debris and dunnage is an important factor in determining bid amounts.

Section 3 – Standard Form (SF) 364 Report of Discrepancy (ROD): The Purchaser, for any discrepancy or questionable item shall initiate a SF 364 ROD (i.e. shipping, packaging etc.) Purchaser shall complete SF 364 ROD and submit it to the Agency personnel on location for any property or shipment in question to receive resolution. When resolved locally, the SF 364 ROD shall be completed and sent to the SCO. When a discrepancy cannot be resolved locally, the property shall be segregated and identified by the Report Number. A copy of the SF 364 ROD shall be stored with the property until final disposition has occurred. A copy shall be submitted to the SCO requesting disposition instructions and/or further resolution if required.

Section 4 – Title Transfer: Title shall transfer when, a signed scrap warranty statement and/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 when removal was affected from Government premises. A Certificate of Release, SF 97, is not provided for any item released under the terms and conditions of this contract.

Section 5 – Notice of Material Breach: In the event of a material breach or default of the respective duties in the performance of this contract, the Purchaser or the Agency, the party asserting such material breach, shall serve written notice upon the party that committed or is alleged in the notice to have committed such material breach.

Section 6 – 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.

Section 7 – Termination: Termination shall be effective upon written notice by the non-breaching party to the breaching party served upon or after the date of such decision. Unless otherwise provided, Purchaser and the Agency shall continue to perform their respective duties under the contract during the phase-out and wind down periods.

Section 8 – Agency Remedies for Material Breach by Purchaser: If the breaching party is the Purchaser, the Agency may take any one, combination of, or all, of the following actions to satisfy its claims for any non-payments or other damages:

- (A) Apply the payment deposit
- (B) Present a claim against Purchaser
- (C) Present a claim upon the Fidelity Bond or any other applicable insurance or surety policy
- (D) Seek appointment of a receiver or trustee for Purchaser
- (E) Seek monetary damages, restitution or any other legal or equitable remedy to which it is entitled
- (F) Assert any other right, claim, or remedy available pursuant to the Contract Disputes Act of 1978 (41 USC 7101-7109).

Section 9 – Segregation of Material at Purchaser’s storage and processing facilities:

Purchaser shall not commingle property received from the Government until all terms and conditions of the contract have been met. Unprocessed property shall be maintained in an area identified as “U.S. Government Property” and each SCL identified with a placard.

ARTICLE SEVEN

Compliance with Export Control Regulations

Section 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](https://www.commerce.gov/Bureau%20of%20Industry%20and%20Security) 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/>

- a. 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.
- b. Items in the product pool, which is only DEMIL A, may be subject to export control restrictions.
- c. 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://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file>.
- d. 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.

e. 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.

f. 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 insure 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://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file>

g. 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.

ARTICLE EIGHT

Purchaser Responsibilities

Section 1 – Scrap Yard Management: At locations identified in Schedule E, the Purchaser will be required to manage 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.

(A) Weighing: The Purchaser or Purchaser's agent shall load and remove the material. 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, another Certified Scale may 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. These weights are used for billing.

(B) 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.

(C) 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.

(D) 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, other than all processing facilities must be within the region and identified on the DLA Form 2536, Statement of Intent. Exceptions to use processing facilities outside the region must be approved by the SCO in advance.

(E) 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.

(F) Containers (commonly referred to as Roll-offs, dumpster, bins, etc.): The Purchaser shall be required to provide a covered container for each SCL at each location. Containers must be transportable with a lid in which scrap material is stored, transported, disposed of or otherwise handled. Containers must be capable of being sealed. 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. After commencing performance under the contract, the Purchaser and Area Manager or Site Lead may agree to change the planograph for the scrap yard to accommodate smaller containers for specific SCLs. The planograph shall be submitted to the SCO for approval. If approved, an SF114D shall be signed by both Purchaser and SCO as mutually agreed and at no additional cost to the Government. Change in container size must not impede rate of removal or customer support. Containers must be covered to prevent collection of rainwater, snow or other foreign debris. Lids or covers must be constructed of impermeable material to prevent rainwater, snow or other foreign debris from accumulating inside the container. Lids or covers must be able to secure load during transport to prevent material from falling or flying out of the container. Container size and quantity may vary based on SCL and the volume due to customer turn-in rates. Container size and quantity shall be of such capacity to accommodate 3-5 workdays' accumulation and prevent scrap from accumulating on the ground. Containers not meeting safety requirements shall be refused for delivery to Government facilities.

(G) Removal and Replacement of Containers: Locations shall provide written notice (use DLA Form 2535-1) to request 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 Statement of Intent.

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.

(H) 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.

At locations not designated in Schedule E, Agency personnel shall segregate scrap based on SCL and place all scrap into the containers provided by the Purchaser. Oversize items (such as vehicles, commercial trailers, boilers, conex, etc.) are required to be loaded by the Purchaser or their authorized Agent. 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. 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 and photos of the entire load and the dunnage in the load.

At locations designated on Schedule E, Purchaser is required to off-load, segregate and sort property from conveyances delivering scrap material to the Agency location. The Agency shall provide the Purchaser on-site space to allow for sorting and segregating all scrap. At each Agency location, the scrap yard space utilized shall be based on the history of generations and may be reduced or expanded to reflect current requirements. Schedule G specifies how many containers shall be used at each collection point.

Purchaser is required to remove downgraded material from the Agency location after Agency personnel have processed it. For downgraded material processed by Agency personnel at the location, the Site Lead shall establish the process for turning over downgraded material. Purchaser shall maintain a neat, clean collection location and shall operate the collection location in accordance with all laws and any DOD requirements specified herein and as directed by the Agency's Area Manager or Site Lead. All certificates (Inert, MDAS, Bio, ODS, Hard drive, etc.) will be maintained on the property whenever possible or in a file to accompany container at removal.

Except for "oversized items," all scrap property shall be maintained in containers and shall not be left stored on the ground or outside of containers overnight. Purchaser shall maintain the containers so that material does not overflow or overhang the containers or does not otherwise create unsafe conditions. Agency personnel shall provide oversight of the segregating and sorting of all scrap. Any irregularities, discrepancies or disagreement on the sorting and segregating of scrap that cannot be resolved at the local level must be elevated to the SCO prior to removal of a container.

Purchaser shall furnish all equipment, materials and services necessary to perform requirements for sorting, segregating and removal of all scrap (except for GFE/MHE, as discussed later within the contract in Article Nine). Equipment to be used must conform to the host installation, Federal, state and local standards for handling scrap and recyclable materials. Containers not meeting safety requirements shall be refused for delivery to government facilities. Purchaser furnished equipment; materials and services shall include, but are not limited to the following: containers, vehicles, material handling equipment (MHE) and spill response supplies.

(I) Storage Charges: Property must be removed within three working days after written notification has been made to the contractor 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 Contractor 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 will assess storage charges for all property not removed within three working days after written notification has been made to the contractor 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. In addition, DOD customers may require additional storage space; therefore, property issued to Purchaser may be required to be relocated by the Purchaser and at the Purchaser's expense.

ARTICLE NINE

Government Furnished Equipment (GFE) & Purchaser Owned Equipment

When Material Handling Equipment (MHE) is required, the use of MHE at each Agency location shall comply with all Federal, state, local and DOD requirements. Purchasers shall be required to use their own personnel to operate the MHE. Purchaser is required to ensure personnel are trained in accordance with 29 CFR 1910.178 to operate the MHE and shall ensure that all personnel possess the required licenses to operate the MHE. The Purchaser shall ensure that all work is performed in full compliance with all Federal, state, local and DOD occupational safety and health regulations. All incidents, including near miss incidents, involving operation of MHE shall be reported in accordance with Agency and location regulations. Agency staff will provide awareness training for specific, known hazards in and around the worksite areas of operations.

Section 1 – Requirement for Purchaser to use Purchaser owned MHE: At all locations, the Purchaser is required to provide MHE when it is required to meet specific requirements under this contract. The Purchaser shall not allow Agency personnel to use Purchaser owned equipment, and Agency employees shall not allow the Purchaser's employees to utilize Agency equipment. All equipment used for contract performance at an Agency location is subject to the approval of the Agency and subject to host installation constraints.

Section 2 – Government Furnished MHE: The Purchaser's personnel and sub-contractors are permitted to use Government owned MHE at specified locations identified in Schedule A. MHE is dispatched (checked out and turned-in) on a daily basis in accordance with local policies. MHE shall not be left in the custody of Purchaser's employees overnight or during periods when the Agency location is closed.

If the Purchaser alleges that Agency personnel are not allowing sufficient use of MHE at these locations in order for Purchaser to meet the requirements under this contract for segregating, sorting and placing scrap in containers, Purchaser shall notify the SCO immediately. Initial notification can be verbally then followed-up with a written report, providing substantiated, specific examples and additional information as required.

Purchaser shall be liable for loss or damage to MHE caused by intentional acts or negligence of the Purchaser's personnel operating the equipment. All repairs shall be made at the Government's direction and at the Purchaser's expense. In the case of damaged MHE, the amount of compensation due the Government by the Purchaser shall be the actual cost of repair, provided such amount does not exceed the economical repair value (75 percent of the costs to replace such item). In the case of items lost or damaged beyond economical repair, the amount of the Purchaser's liability will be the depreciated replacement value of the item as determined by the SCO. Purchaser shall make payment for lost items or items damaged

beyond economical repair within 30 calendar days from the SCO determination. Any failure of the Purchaser to agree with such determination shall be treated as a dispute pursuant to the clause of this sale entitled "Disputes."

The Agency remains responsible for all regular preventive maintenance of equipment provided under this section.

Section 3 – Requirement for Purchaser to use Purchaser owned MHE: At all other locations not covered by Sections 1 or 2 above, the Purchaser is required to provide MHE when it is required to meet specific requirements under this contract. The Purchaser shall not allow Agency personnel to use Purchaser owned equipment, and Agency employees shall not allow the Purchaser's employees to utilize Agency equipment. All equipment used for contract performance at an Agency location is subject to the approval of the Agency and subject to host installation constraints.

ARTICLE TEN

Government Facilities

Section 1 – Workspace: At locations identified in Schedule E where Purchaser is required to off-load, segregate and sort property, Agency will provide, subject to Host Installation and the Agency's approval, space (including administrative space) for the Purchaser's use, in as much as the use of this space is restricted to the performance of this contract. Provided space is free of charge. The Agency may at its own discretion and at any time during the performance of this contract reallocate the space and facilities made available to the Purchaser. Purchaser is required to maintain all Government facilities (including inventory referred to the Purchaser) and equipment, made available for its use, in accordance with local policies. The Agency will conduct inspections (example inspection form is provided in Attachment B to this IFB) of its facilities and equipment; these inspections include checks for safety and housekeeping. Purchaser is required to correct deficiencies identified by the Agency as soon as reasonably possible, but in not more than five business days from notification. The Purchaser shall ensure that all work is performed in full compliance with all Federal, State, local and DOD occupational safety and health regulations. Purchaser shall be fiscally responsible for any physical damage that is caused to any Government equipment or facility that arises out of an accident or negligence of Purchaser. Purchaser shall be required for cleaning up spills of hazardous material that are caused by Purchaser, including spills from hydraulic lines on GFE, without regard to degree of culpability. For any spill that occurs, Purchaser shall follow the Spill Prevention Control and Countermeasures Plan and Spill Contingency Plan. Purchaser shall notify the SCO and the Agency's Site Lead of any such spill on a Government installation by the Purchaser or their agents and shall cooperate with the SCO to meet the installation's reporting requirements.

Section 2 – Utilities: The Government will allow the Purchaser to use the Agency's facilities for water and restrooms. The Government will also provide electricity for the Purchaser's portable structure(s) (trailer) where available. Available electricity is for portable structure use only, such as lighting, heating, and office equipment. If electrical access is unavailable, the Government will assist the Purchaser in obtaining access; the Purchaser is required to provide power to its portable structure until the electricity becomes available. The Government will not provide telephone, computer or facsimile service. Purchaser provided computer service must be approved for use by the local Government Information Technology Office. Use of photographic equipment is not authorized for use on US Government facilities by Purchaser personnel.

Section 3 – Office Space: The Government will provide maintenance and repair of Government real property facilities. Office space is available as identified in Schedule E; however, this office space may not be adjacent to the scrap collection location. As such, the Purchaser may place a portable structure if it does not require the Government to seek a permit. However, if the Purchaser chooses to place a portable structure they will be responsible for repair and maintenance of such equipment and must coordinate with the Agency's Area Manager or Site

Lead for placement. The use and maintenance of this portable structure will adhere to Government, Host Installation or Agency policies and regulations.

Section 4 – Physical Security: The Purchaser shall be required to safeguard all property owned by the Purchaser and any Government furnished equipment in its control under this contract.

Section 5 – Key Control: There will be no keys issued to the Purchaser for Government facilities. Purchaser personnel will have access to enter the Agency's locations and collection locations during operating hours. Access after normal hours will be coordinated with the Agency's Area Manager or Site Lead. If the Purchaser elects to have a secured area inside the locations scrap yard, keys shall be furnished to the location's Key Control Officer.

ARTICLE ELEVEN

Contract Compliance, Audits and Reviews

Section 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.

Section 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.

Section 3 – Duties of Care and Loyalty: The Purchaser shall not cause or permit any action or omission in the course of 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.

Section 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:

- (A) Enter into 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
- (B) Enter into 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 USC 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
- (C) 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.

Section 5 – Purchaser Cooperation in 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.

Section 6 – 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.

Section 7 – Purchaser Record Retention: 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 Wind-Down Period is concluded, or for such period as Purchaser, for its own purposes, retains its books, records, documents and other supporting evidence, whichever is longer.

Section 8 – Records Maintenance: Purchaser shall maintain all records accurately and in a manner that shall allow clear and accurate auditing.

Section 9 – Inspection of Records and Workplace by Government: The Government has the right to audit the records and inventory in order to review Purchaser's operations. The audit may consist of a complete or random sample examination.

Section 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 below in Section 12. 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.

Section 11 – Methods and Procedures for Compliance Reviews:

(A) 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.

(B) 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.

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

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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 US Treasury or at the rate provided by applicable law.

Section 18 – Contracts with Third Parties: Purchaser shall ensure that all contracts entered into shall expire or terminate within the Performance Period.

ARTICLE TWELVE

Disputes and Claims

Section 1 – Disputes: Any contract awarded from this sale is subject to the Contract Disputes Act of 1978 (41 USC 7101-7109).

Section 2 – Claims: The term, “Claim” as used in this Article is defined as a written demand or a written assertion by one of the contracting parties seeking the payment of money, adjustment, or interpretation of the contract terms, or other relief arising under or relating to this contract. A claim by the Purchaser shall be made in writing and, unless otherwise stated in this contract, submitted within six years after accrual of the claim to the SCO for a written decision. A claim by the Government against the Purchaser shall be subject to a written decision by the SCO. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Contract Disputes Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed as to liability or as amount, may be converted to a claim pursuant to the Contract Disputes Act.

Section 3 – Decisions: For Purchaser claims, the SCO will render a decision within 60 calendar days of the request or shall notify the Purchaser of the date by which the decision shall be made. The SCO’s decision will be final unless the Purchaser appeals or files a suit as provided in the Contract Disputes Act. The Purchaser shall proceed with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the SCO. Amounts shall include interest calculated by the US Treasury or at the rate provided by applicable law from the submission date of claim.

Section 4 – 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.

ARTICLE THIRTEEN

Miscellaneous Provisions

Section 1 – Binding Effect: Subject to the restrictions on transfers and encumbrances set forth, this contract shall insure 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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 Department of Defense 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.

Section 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.

Section 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.

Section 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.

Section 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, Auction or contract number and specific Site Code when applicable in the subject line of E-Mails, file names and on coversheets of facsimiled (Faxed) documents.

Section 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, USC, 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.

ARTICLE FOURTEEN

Government Required Reports

Section 1 – Purchaser Operating Schedules: Purchaser shall report all planned or unplanned changes to operating schedules of both the Purchaser and Agents when such schedules would have an impact upon the Agency mission, Government employees or Government shipping and deliveries. Planned changes shall be reported not less than 10 calendar days prior to the first affected date if Government shipping and deliveries are potentially disrupted. All other planned changes shall be reported not less than two weeks prior to the first affected date and unplanned changes are to be reported within 24 hours of the Purchaser receiving notice or from the date of an event causing an unplanned change. The specific reporting requirements shall be further coordinated between the SCO and the Purchaser during the post award conference.

Section 2 – 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.

Section 3 – Monthly Reporting Requirements: The Purchaser shall provide monthly reports for unprocessed property, status of completed and pending scrap warranties, and unresolved RODs to the SCO by the 15th of the following month.

ARTICLE FIFTEEN

Additional Contract Advisements

Section 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 USC 4082(c) (2)) and Executive Order 11755, December 29, 1973 (convict labor), and/or the Contract Work Hours and Safety Standards Act (40 USC 327-333) and regulations of the Secretary of Labor there under (overtime compensation).

Section 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 USC 311 et seq. and regulations promulgated there under forbid the sale of adulterated or misbranded medical devices.

Section 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.

Section 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 diisocyanate 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:

(A) 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.

(B) 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.

(C) 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.

Section 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.

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.

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: 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 cost. A line item may be comprised of one or multiple units.

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.

Phase-In Period: A defined period required to establish operations in compliance with all the terms and conditions of the contract at each identified location.

Phase-out Period: A defined period required to cease operations in compliance with all the terms and conditions of the contract at each identified location.

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

Reasonable Cost: A cost is reasonable if, in its nature and amount, does not exceed that which would be incurred by a prudent person in the conduct of competitive business. Reasonableness of specific costs shall be examined with particular care in connection with firms or their separate divisions that may not be subject to effective competitive restraints. The Purchaser shall attach no presumption of reasonableness to the incurrence of costs. If an initial review of the facts results in a challenge of a specific cost by the SCO, the burden of proof shall be upon the Purchaser to establish that such costs is reasonable.

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 in excess of that of the item's material content.

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

ACRONYMS

ADR	Alternative Dispute Resolution
BIS	Bureau of Industry and Security
CARC	Chemical Agent Resistant Coating
CCL	Commerce Control List
CLIN	Contract Line Item Number
CFR	Combined Federal Regulation
DFAS	Defense Finance and Accounting Service
DHS	Department of Homeland Security
DLA	Defense Logistics Agency
DOC	Department of Commerce
DOD	Department of Defense
DOS	Department of State
DSD	Disposal Support Directorate
EAR	Export Administration Regulations
EMS	Environmental Management System
EPA	Environmental Protection Agency
ERD	Environmental Responsibility Determination
ESACC	Expended Small Arms Cartridge Cases
FAR	Federal Acquisition Regulations
GFE	Government Furnished Equipment
IFB	Invitation For Bid
LOA	Letter of Authorization
MDF	Medium Density Fiberboard
MHE	Material Handling Equipment
OSHA	Occupational Safety and Health Administration
QTY	Quantity
RCRA	Resource Conservation and Recovery Act
RIP	Receipt In Place
ROD	Report of Discrepancy
SBR	Sale By Reference
SCL	Scrap Classification
SCO	Sales Contraction Officer
SOUN	Safety Of Use Message
SPOC	Sales Point of Contact
USC	United States Code
USML	United States Munitions List
USTD	United States Treasury Department