



# Invitation for Bid

## Sealed Bid Sale

**Sale Number**

**33-2611**

## **DEMIL Required Vehicular Scrap**

**Bid Opening Date and Time**

OCTOBER 10, 2012; 9:00 AM EST

**Inspection Period Begins**  
SEPTEMBER 20, 2012

Full payment due prior to  
release of property.

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Department of Defense  
DLA Disposition Services  
National Sales Office

Invitation For Bid  
Sale Number  
**33-2611**

**Bid Opening Date**  
**OCTOBER 10, 2012; 9:00 AM EST**

Bids will be accepted until opening date and time set for Bid opening.  
Bids and all required documentation received after the bid opening date  
may be determined late and not considered.

The bid acceptance period must be at least 10 days from the bid opening  
or the bid will be considered nonresponsive.

**Mail bids to:**

SCO, Defense Reutilization and Marketing Service  
Bid Room, National Sales Office  
74 Washington Ave. N  
Battle Creek, MI 49037-3092

**Fax bids to:**  
**(269) 961-7568**

**Place bids electronically and view bid results at:**  
**<http://www.dispositionservices.dla.mil>**

Sales Contracting Officer (SCO) for this sale is:  
**Brett Johnson, (269) 961-5530**

Office Hours: 7:30a.m. to 3:30p.m. EST/EDST  
Monday - Friday

High Bid information will not be provided before award.  
For High Bid information after award, confirm credit of payment, or  
comments/recommendations, Please call 1-877-352-2255  
Unofficial abstracts are available for download/viewing at the DLA Disposition Services Web site:  
[www.dispositionservice.dla.mil](http://www.dispositionservice.dla.mil)

**Payments**

All payments must be made in guaranteed instrument payable in  
U.S. dollars to the Treasurer of the United States.

For additional information refer to the payment article in the Conditions of Sale in this catalog.

**Credit cards accepted: VISA, Discover, MasterCard and American Express**

For European sales assistance call +49(0)611-380-7908.

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## Property Location Index

**FORT BRAGG, BLDG J1334, KNOX ST, FORT BRAGG, NC 28307-5025**

ITEM 1

## Item Description Index

### Description

### Item Number

Metallic And Nonmetallic Scrap: ..... 1

It has been determined that this property is no longer needed by the Federal Government.

## List of Sale Items

**ITEM 1 IS LOCATED AT FORT BRAGG, BLDG J1334, KNOX ST, FORT BRAGG, NC 28307-5025**

### 1. Metallic And Nonmetallic Scrap:

High Mobility Multipurpose Wheeled Vehicle (HMMWV).

Purchaser will be required to provide full time on site trained individuals that are able to certify the DEMILITARIZATION of the property. Training information will be supplied upon award of the contract, supply a copy of the certificate of training to the SCO for verification/approval. Government will provide the verifier.

Purchaser will be required to drain/purge all fluids and store/dispose of those fluids in an approved manner. Recovered Fluids greater than 55 gallons may only be stored on site for 72 hour periods.

Property is to be DEMILED/DESTROYED ON GOVERNMENT PREMISES, DLA Disposition Services Bldg. J-1334 Knox Street, Fort Bragg NC.

CONTRACTOR WILL BE REQUIRED TO RELOCATE VEHICLES FROM CURRENT STORAGE LOCATION TO THE APPROVED WORK SITE NAMED P05, APPROXIMATELY 1/2 MILE WITHIN THE SAME COMPOUND. AT NO EXPENSE TO THE GOVERNMENT.

#### ON-SITE DEMILITARIZATION SURVEILLANCE PLAN

##### 1. References:

- a. Sale Listing. SZ9A-2-BJ3
  - b. Manual: DoD 4160.28-M, Volume 3, Category VII, paragraph (b).
  - c. Applicable DOT regulations with Security Controls.
  - d. DoDI 6055.1, DoD Safety and Occupational Health Program, Enclosure 1-8.
  - e. Applicable OSHA Regulations and Host Installation requirements
  - f. DTID(s)/NSN(s): Provided upon request
  - g. Quantity: 69 each. With a total weight of approximately 380,000 lbs.
2. Referral Item and Description:  
Consisting of aluminum and magnesium, steel, and iron scrap.
3. Property Location: DLA Disposition Services Bragg, Bldg. J-1334 Knox Street, Fort Bragg NC.
4. Demilitarization Codes: C is verified.
5. Demilitarization Statement: Demilitarization as a condition of sale is the most economical method. It is cost prohibitive to ship items to Centralized DEMIL Division. DLA Disposition Services Bragg does not have the resources for demilitarization performance, however, will be providing an area (P05) during this contract.
6. Method And Degree Of Demilitarization:  
Demilitarization on government premises at DLA Disposition Services Bragg.
- b. Contractor will transport, at contractor's expense, the vehicles from the regular storage area to P05 work area within the compound to complete draining of fluids, removal of all hazardous constituents and items to include batteries, fire extinguishers etc. and demilitarization process with a certifier/verifier present.
- c. Purchaser must remove the following items if still intact on the vehicles: ballistic glass, weapon mounts, engine, transmission, up-armor kits, deep water fording equipment, any armor or armored components, special reinforcements for mountings for weapons, run flat tires and identification plates.
- d. The vehicle and items removed by the Purchaser must completely destroy the material that will result in destruction of the item to prevent reuse, recognition or reconstruction of the item to the satisfaction of the government appointed Verifier. Automated size reduction prior to shredding is allowed. The process must be able to pulverize cast iron, cast aluminum and magnesium, and be capable of

removing and demilitarizing a minimum of two vehicles per day. This process will be used for the majority of the property stream.

- e. Any items that cannot be processed as above, due to size or metal thickness, may be processed by torch or shear with certifier and verifier concurrence.
- f. No parts removal. Harvesting of parts is forbidden. The use of precision torch fixtures, precision cutting saws or precision tools of any kind to minimize demilitarization is forbidden.
- g. All military marking and data plates are to be completely shredded and destroyed.
7. Equipment Required: a. Contractor will supply all equipment required to perform the draining of fluids (drums to containerize and identify content in each drum with accumulation start date and drums must be labeled) and demilitarization of all material. Equipment may include a mobile and/or stationary shear, scrap knuckle boom, shredder, torch cutter, plasma cutter and Personal Protective Equipment.
8. Removal and Processing Timeframe:
  - a. Removal and processing of property will begin no later than 5 days following award.
  - b. Purchaser will be required to remove, drain, and demilitarize a minimum of seven (7) to ten (10) vehicles per week during the length of the contract. Weather and safety conditions permitting.
9. Certified government scale is available. In the event it is not, a certified commercial truck scale may be used at the expense of the contractor. Weight tickets are required to be attached to DLA Form 1367, August 2004.
10. Demilitarization Timeframe: a. Same day property moved to P05 storage area at DLA Disposition Services Bragg.
  - b. Demilitarization of material must be accomplished Monday thru Friday from 8:00am to 3:00pm. (Excludes Saturdays, Sundays, and Federal/National Holidays or any days the Fort Bragg installation is closed). Any vehicles that cannot be demilitarized the same day as removal from the regular storage area must be inventoried and secured in the P05 area.
11. Purchaser is responsible for any clean up and removal of any and all environmental spills that may arise from the demilitarization and or removal process. In addition, Purchaser will be required to remove and dispose of all containerized drums consisting of fluids drained from the vehicles. Once the containerized drums are full, the Purchaser must remove and dispose of the fluids within 72 hours.
12. Purchaser is responsible for obtaining and providing all required permits to accomplish draining of fluids, demilitarization and transportation.
13. Supervisor is responsible for ensuring that employees performing surveillance have been briefed on the applicable safety procedures as outlined in DoDI 6055.1, DoD Safety and Occupational Health Program, Enclosure 1-8.
14. Government contract personnel will perform as certifier and government personnel only will perform as Verifier with written appointment in accordance with accordance with DoD 4160.28-M.
15. Surveillance Plan: requiring demilitarization as condition of sale, the SCO of the sale will contact the certifier, verifier, purchaser and property disposal custodian of the material to ensure demilitarization procedures, sale terms and conditions are understood. Processing of material will not begin until the aforementioned individuals clearly understand their responsibilities under the sales contract and surveillance plan.
  - b. Certifier/Verifier will survey 100% of material being demilitarized and ensure that the material is being properly demilitarized. Any residues of material not fully destroyed will require further processing until proper destruction is accomplished.
  - c. Verifier/Certifier will examine demilitarized residue. Certifier and Verifier will determine if residue has been completely destroyed. Once material has been inspected to ensure proper demilitarization, the certifier and verifier will complete and sign the demilitarization certification.
  - d. Title: Title to property does not pass until the Demilitarization Certificates are signed.

e. Method and degree of demilitarization recommended are in the best interest of the U.S. Government as applies to economics and financial return to the U.S. Government.

Surveillance Plan:

a. Prior to award of property requiring demilitarization as condition of sale, the SCO of the sale will contact the certifier, verifier, purchaser and property disposal custodian of the material to ensure demilitarization procedures, sale terms and conditions are understood. Processing of material will not begin until the aforementioned individuals clearly understand their responsibilities under the sales contract and surveillance plan.

b. Government Representative will ensure that proper loading and weighing methods are used.

c. Certifier/Verifier will survey 100% of material being demilitarized and ensure that the material is being properly demilitarized. Any residues of material not fully destroyed will require further processing until proper destruction is accomplished.

d. Verifier/Certifier will examine demilitarized residue. Certifier and Verifier will determine if residue has been completely destroyed. Once material has been inspected to ensure proper demilitarization, the certifier and verifier will complete and sign the demilitarization certification.

e. Title: Title to property does not pass until the Demilitarization Certificates are signed.

f. Method and degree of demilitarization recommended are in the best interest of the U.S. Government as applies to economics and financial return to the U.S. Government.

DEMIL CODE C

CONTACT: Roosevelt Tennison PHONE: 910-396-5298  
 Outside -P05 Lot  
 Loose on the ground.  
 Used -  
 Est Total Wt - 380000 lbs.  
 DOT HAZ CLASS: N/R

1 LOT

THE FOLLOWING ARTICLES APPLY:

TO BE DEMILITARIZED BY PURCHASER ON GOVERNMENT PREMISES.

- PART 05-B: Convict Labor.
- PART 05-C: Contract Work Hours and Safety Standards Act-Overtime Compensation.
- PART 05-D: Liability and Insurance.
- PART 05-I: Military Munitions List Items (MLI).
- PART 05-K: Munitions List and Commerce Control List Items (MLI/CCLI) Compliance.
- PART 06-A: Demilitarization or Mutilation on Government Premises.
- PART 06-C: Failure to Demilitarize or Mutilate.
- PART 06-D: Change in Contract Requirements.
- PART 07-E: Dangerous Property.  
 B08: Demilitarization.  
 LM: Inspection of Contract Performance.

END USE CERTIFICATE APPLIES AND MUST BE COMPLETED AND SUBMITTED WITH BIDS FOR THIS ITEM.

- PART 07-S: Government's Right of Surveillance
- PART 07-C: Transporting Hazardous Materials.
- PART 07-R: Disposition and Use of Hazardous Property.
- PART 07-S: Government's Right of Surveillance.
- PART 07-T: Right of Refusal for Hazardous Property.
- PART 07-U: Record Maintenance.
- PART 07-Y: Government's Right to Make Contingent Awards.  
 LD: Hazardous Property.

RCRA NOTICE APPLIES: SEE ADDITIONAL GENERAL INFORMATION AND INSTRUCTIONS PAGE.

PRE-AWARD SURVEY APPLIES: SEE ADDITIONAL GENERAL INFORMATION AND INSTRUCTIONS PAGE.

STATEMENT OF INTENT APPLIES AND MUST BE COMPLETED AND SUBMITTED WITH BIDS FOR THIS ITEM. PURCHASER WILL BE NOTIFIED BY THE SALES CONTRACTING OFFICER OR HIS AUTHORIZED REPRESENTATIVE WHEN REMOVAL IS REQUIRED. PROPERTY MUST BE REMOVED WITHIN FIVE (5) WORKDAYS AFTER ORAL NOTIFICATION OR SEVEN (7) WORKDAYS AFTER WRITTEN NOTIFICATION.

NOTE: Torch cutting will be allowed with permit from the Fire Marshal.

## Demilitarization Codes/Requirements

A DEMIL customer service helpline at 1-877-352-2255 (U.S.) is available 8:00-5:00 EST/EDST to address any demilitarization problems or concerns.

Code	Explanation
A	Non-United States Munitions List (USML)/non Commerce Control List (CCL) Item. <b>No demilitarization required. No Trade Security Controls required.</b> Department of Commerce may impose licensing requirement to certain destinations.
B	USML Items - Mutilation to the point of scrap required worldwide.
C	USML Items - <b>DEMIL-required.</b> Demilitarize installed key point(s) as DEMIL Code "D."
D	USML Items - <b>DEMIL-required.</b> Destroy item and components to prevent restoration or repair to a usable condition.
E	DoD Demilitarization Program Office (DDPO) reserves this code for their exclusive-use only. DEMIL instructions shall be furnished by the DDPO.
F	USML Items - <b>DEMIL-required.</b> Item Managers, Equipment Specialists or Product Specialists shall furnish Special DEMIL instructions.
G	USML Items - <b>DEMIL-required.</b> Ammunition and Explosives (AE). This code applies to both unclassified and classified AE items.
P	USML Items - <b>DEMIL-required.</b> Security Classified Items.
Q	CCL Items - <b>Mutilation to the point of scrap required outside the United States. In the United States, mutilation requirement is determined by the DEMIL Integrity Code (IC). In the U.S., mutilation is required when the DEMIL IC is "3" (Critical FSC/FSG MLI or Sensitive CCLI. Requires mutilation worldwide). Trade Security Controls (TSC) required in the United States.</b>

A copy of the Defense Demilitarization Manual, DOD 4160.28-M may be obtained upon request from DLA Logistics Information Service, ATTN: DLIS/FOI, 74 Washington Avenue N, Battle Creek, MI 49037-3084. Demil Integrity Codes are contained in the DoD 4100.39-M and this manual is also available at the same address.



## Additional General Information and Instructions (DRMS Form 82-3 May 89 EF)

See DRMS pamphlet, *Sale by Reference, March 1994*, for General Information and Instructions 1 thru 17.

- 18. Submission of Bids.** Bids must be in the possession of the Sales Contracting Officer by the hour (exact time) specified for the bid opening. Bids must be submitted on the forms provided in this Invitation. Forms must be typewritten or prepared in ink or indelible pencil, and signed by the person submitting the bid. Envelopes containing the bids must be sealed and identified by the name and address of the bidder, the number of the sale, and the date and hour of the bid opening. (See following format.)

NAME <hr/> ADDRESS <hr/> CITY                      ST                      ZIP <hr/>	POSTAGE REQUIRED
SCO, DLA DISPOSITION SERVICES BID ROOM, NATIONAL SALES OFFICE 74 WASHINGTON AVE. N BATTLE CREEK, MI 49037-3092	
SALE NUMBER: 33-2611 BID OPENING DATE: OCTOBER 10, 2012; 9:00 AM EST BIDDER IDENTIFICATION NUMBER: 300-FILL-IN-YOUR-NUMBER	

**19. Bids may be submitted via:**

- A. U.S. Mail—Users of the U.S. Postal Service (including USPS Express Mail)
- B. Express Mail/Hand Carried Bids—Users of Express Mail Services and hand carried bids.
- C. Electronic Method—Instructions for on-line bidding at <http://www.drms.dla.mil>
- D. Telegraphic Methods (Telegram/Mailgram/Facsimile)—Bids submitted by telegraphic means must be specific and must include the following information:
  - Name and title of sender, Complete firm name (if corporation),
  - Complete address and telephone number,
  - Invitation For Bid Number,
  - Item Number(s) bid on,
  - Unit price and total price,
  - INCLUDE the following statement:  
 "I agree to be bound by all the terms and conditions of this Invitation for Bid".

\_\_\_\_\_  
Bidder's Signature

**20. Telephonic bids will not be accepted on this sale.**

**21. All bids must be addressed and mailed or delivered to:**

SCO, DLA Disposition Services  
 Bid Room, National Sales Office  
 74 Washington Ave. N  
 Battle Creek, MI 49037-3092  
 Facsimile Number: (269) 961-7568

**22. All payments must be addressed and mailed or delivered to:**

DLA Disposition Services  
 ATTN: Cashier  
 74 Washington Ave. N  
 Battle Creek, MI 49037-3092  
 Facsimile Number: (269) 961-7314

- 23. Personal Checks:** Personal checks will be accepted for payments of debts, interest, liquidated damages, overages and storage charges, for amounts of \$25.00 or less. Make checks payable to the U.S. Treasury.

- 24. Facsimile Notification Of Award:** The bidder may request facsimile notification or award by checking the appropriated block on the Item Bid Page. When requested by the bidder, facsimile notification will be sent simultaneously with the mailing of the contract and will include the contract number and item(s) awarded.

- 25. Disposal Notification to All Purchasers and Sub-Purchasers:** The use, disposition, export and reexport of this property is subject to all applicable U.S. laws and regulations, including the Arms Export Control Act (22 CFR 2751 et seq.); the Export Administration Act of 1979 (560 U.S.C. App. 2401 et seq.); International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.); and the Espionage Act (37 U.S.C. 791 et seq.) which among other things, prohibits:
- a. The making of false statements and concealment of any material information regarding the use or disposition, export or reexport of the property, and
  - b. Any use or disposition, export or reexport of the property which is not authorized in accordance with the provisions of this agreement.
- Before any export or reexport of this property is attempted, contact the Office of Defense Trade Controls, Department of State and the Bureau of Export Administration, Department of Commerce for export licensing requirements.

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**ADDITIONAL GENERAL INFORMATION AND INSTRUCTIONS - SEALED BID - CONTINUED****26. ENVIRONMENTAL CONSIDERATION:**

DRMS is committed to protecting the environment. It is the responsibility of this agency, as well as you, our buyers, to ensure that the sale of hazardous property, and the ultimate end use of that property, is performed in an environmentally compliant manner. As such, prior to the award of any hazardous item, each high bidders premises may be subject to an on-site inspection by a government representative.

**27. MOTOR CARRIER RATING:**

A motor carrier that receives a safety rating from the Federal Highway Administration of "unsatisfactory" and does not improve such safety rating to "conditional" or "satisfactory" within the prescribed regulatory period is prohibited by the Code of Federal Regulations at 49 CFR 385.13 from operating a commercial motor vehicle to transport hazardous material for which vehicle placarding is required. Any motor carrier who operates a commercial motor vehicle in violation of this prohibition may be subject to civil penalties of up to \$25,000 per violation. The assigned rating of a motor carrier may be obtained by providing the motor carrier name, principal office address and the ICC assigned docket number, or the U.S. DOT identification number to: OMC--Safety Rating, P.O. Box 13028, Arlington, VA. 22219 or by calling (703) 280-4001.

**28. RESOURCE CONSERVATION AND RECOVERY ACT NOTICE**

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, treaters, storers and disposers of hazardous waste. Civil and criminal penalties are available for noncompliance. While the material offered under this solicitation is not subject to these regulations in its present form, subsequent actions taken with regard to the material may cause a hazardous waste to come into existence. Purchaser is cautioned that he is solely responsible to ascertain the extent to which these regulations effect it and to comply therewith.

**29. CHEMICAL AGENT RESISTANT COATING (CARC) PAINT**

Purchaser is cautioned that this item is likely to be coated with chemical agent resistant coatings containing trivalent chrome, lead, cobalt-zinc hexamethylene diisocyanate and other chemicals which represent a potential hazard to human health if not processed properly. The Government brings the following precautions/warnings to the attention of prospective purchasers who plan to disturb this property in any way:

- a. Airline respirators should be used for processing; unless air sampling shows exposure to be below OSHA/host government standards, then either chemical cartridge respirators or airline respirators should be used.
- b. Chemicals should be isolated from heat, electrical equipment, sparks and open flame. Local exhaust ventilation should be used for inside processing.
- c. Overexposure to vapor/mist can cause irritation to respiratory tract (lung, nose, throat), edema, dermatitis, dizziness, rash, itching, swelling of extremities, eye irritation or damage to nervous system, kidney or liver. Coating may be fatal if swallowed.

**30. PRE-AWARD SURVEY**

Prior to the award of a contract, the Sales Contracting Officer (SCO) or his authorized representative, will determine whether the potential Purchaser has the necessary permits/licenses, experience, organization and technical qualifications (either through its own facilities or the facilities of another firm) to handle materials of the nature offered herein and is capable of complying with all applicable Federal, State and Local Laws, Ordinances and Regulations.

**31. MAINTENANCE FREE/NON-MAINTENANCE FREE BATTERIES**

WARNING: Care should be taken when recycling batteries. A toxic gas that can be formed when lead-calcium and lead antimony batteries are melted down, could be fatal if inhaled.

## Inspection Dates and Times

### INSPECTION DATE (EXCLUDES SATURDAYS, SUNDAYS, AND FEDERAL/NATIONAL HOLIDAYS).

BEGINS: 09/12/12 8:00 A.M. TO 3:00 P.M., LOCAL TIME EXCEPT:

ITEMS(S):

HOURS:

1

7:30AM-3:00PM

## Conditions of Sale (DRMS Form 83 Jan 98 Computer Generated)

The General Information and Instructions and General and Special Conditions of Sale are hereby incorporated by reference and become a part of this Invitation for Bids and any contract resulting from acceptance of bid submitted pursuant to this Invitation for Bids as fully as though such Instructions, Term and Conditions had been specifically set forth herein. The Instructions, Term and Conditions are contained in Defense Reutilization and Marketing Service pamphlet entitled *Sale by Reference - Instructions, Terms and Conditions Applicable to Department of Defense Personal Property Offered for sale by Defense Reutilization and Marketing Service dated March 1994*, and may be obtained from the DRMS Web site, [www.drms.com](http://www.drms.com) or upon request from the Defense Logistics Information Service Freedom of Information Office. Their address is DLIS/VSM, 74 Washington Avenue N, Suite 7, Battle Creek, MI 49037-3084.

The specific Instructions, Terms and Conditions applicable to this sale are as follows:

DRMS pamphlet *Sale by Reference, March 1994*:

- Part 1: **General Information and Instructions** (DRMS Form 81, Oct 93): Complete except: Paragraph 6 should read: Any sale or use tax imposed by any state, country or political subdivision will be paid by the Purchaser; Delete paragraph 3.
- Part 2: **General Sale Terms and Conditions** (Standard Form 114C, Jun 86 ed., and DRMS Form 84, Oct 93). All Conditions.
- Part 3: **Special Sealed Bid Conditions** (Standard Form 114C-1, Jan 70 ed., and DRMS Form 99, Oct 93). All Conditions except Article A and E.
- Part 5: **Additional Special Circumstance Conditions - Miscellaneous** (DRMS Form 86, Oct 93). As specified in item description.
- Part 6: **Additional Special Circumstance Conditions - Demilitarization and Mutilation** (DRMS Form 95, Oct 93). As specified in item description.
- Part 7: **Additional Special Circumstance Conditions - Hazardous and Dangerous Property** (DRMS Form 98, Oct 93). As specified in item description.

In addition to the above, the following is also incorporated as part of this sale:

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**CONDITIONS OF SALE - SEALED BID - CONTINUED****Articles****Article B08: Demilitarization**

Property requiring demilitarization will be demilitarized by the Purchaser. All costs incident thereto shall be the sole responsibility of the purchaser. Demilitarization will be effected by cutting, chipping, chopping, melting, burning, tearing, shredding, crushing, or baling in a manner that prevents the further use of the item(s) for its/their intended military or lethal purpose. The use of precision cutting torch fixtures, saws, or tools of any kind to minimize mutilation or demilitarization is forbidden. Title of the property will not pass to the purchaser until demilitarization has been completed.

**Article S: Government's Right Of Surveillance**

(a) The Government reserves the right to conduct inspections of the Purchaser's and/or its agent's representatives, assignee's and/or vendee's transportation conveyances and/or equipment utilized to effect removal of the property purchased under this Invitation for Bid. Such actions may be accomplished prior to, during and/or subsequent to removal of the property from Government premises. The Purchaser shall furnish Government employees, or authorized representative with the free access and reasonable assistance required to conduct such inspections.

(b) The Government reserves the right to conduct inspections of treatment, storage and disposal facilities of the Purchaser, its agent, representative, assignee and vendee including the equipment, instrumentalities, and records thereof. Such action may be accomplished prior to, during and subsequent to removal of property from Government premises. The Purchaser shall furnish Government employees, or authorized representative with free access and assistance as requested to conduct such inspections.

(c) Where the Purchaser transfers any property acquired under this contract to a third party, the Purchaser warrants that by the terms of that transfer, the Government shall retain all rights and privileges conferred upon it by parts a and b of this clause.

**Article LD: Hazardous Property**

(Applicable to Item(s) The Government cautions that the subject item, material, or substance, or one or more components, parts, constituents or ingredients thereof may be corrosive, reactive, ignitable or exhibit other hazardous or toxic properties. The Government assumes no liability for any damage to the property of the Purchaser, to the property of any other person, or to public property, or for any personal injury, illness, disability or death to the Purchaser, Purchaser's employees, or any other person subject to Purchaser's control, or to any other person including members of the general public, or for any other consequential damages arising from or incident to the purchase, use, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance. The Purchaser agrees to hold harmless and indemnify the Government for any and all costs and expenses incurred incident to any claim, suit, demand, judgment, action, debt, liability costs and attorney's fees or any other request for monies or any other type of relief arising from or incident to the purchase, use, processing, disposition, subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

**Article LM: Inspection Of Contract Performance**

All work shall be performed in a good workmanlike manner and subject to inspection by the Government as it deems necessary to ensure strict compliance with the terms of the contract. No inspector is authorized to change any provisions of the contract without written authorization of the Sales Contracting Officer, nor shall the presence or absence of an inspector relieve the purchaser from the performance of any requirements of the contract.

### Loading Table

(See DRMS pamphlet, "Sale By Reference, March 1994", Part 2, Condition No. 8, Standard Form 114C)

### Removal Days

TIME FOR REMOVAL. The removal period is established on the basis that a written notice of award will be made within seven days after Bid Opening Date. Should the written notice of award on any item(s) not be made within that time an appropriate allowance will be made in the date of removal for such items.

Property must be removed by: 80 DAYS AFTER AWARD DATE, ITEMS: 1

### Loading Legend

- I - Government will load .....
  - (a) Rail
  - (b) Truck or Trailer
- II - Government will load - Open top conveyance only ....
  - (a) Rail
  - (b) Truck or Trailer
- III - Purchaser must load (no government assistance) ....
  - (a) Rail facilities available adjacent to property
  - (b) Rail facilities available on the installation but remote from property
  - (c) No rail facilities available
- IV - Other

ITEM	LOCATION	LOADING LEGEND
1	FORT BRAGG, NC	IV -Other loading options

### LOADING HOURS: 8:00 A.M. TO 3:00 P.M. LOCAL TIME EXCEPT:

ITEMS(S):	HOURS:
1	8:00AM-3:00PM

### Loading Notes

ITEM(S): 1  
Purchaser will be required to supply all equipment containers, and trucks needed for removal of demiled property, and recovered fluids. A 24 hour notice is required prior to inspection and/or removal of property.

## Change of Information Page

If you are a current bidder and any of the following information has changed, please indicate those changes below.

**Your Bidder Number:** 300 \_\_\_\_\_

**Old Information**                      PLEASE PRINT YOUR INFORMATION.

Last Name \_\_\_\_\_  
 First Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Attention \_\_\_\_\_  
Physical Address \_\_\_\_\_ (no P.O. Box)  
 City \_\_\_\_\_  
 State \_\_\_\_\_  
 ZIP Code \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_  
 ZIP Code \_\_\_\_\_  
 Phone Number \_(\_\_\_\_\_) \_\_\_\_\_  
 FAX Number \_(\_\_\_\_\_) \_\_\_\_\_

**New Information**                      PLEASE PRINT YOUR INFORMATION.

Last Name \_\_\_\_\_  
 First Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Attention \_\_\_\_\_  
Physical Address \_\_\_\_\_ (no P.O. Box)  
 City \_\_\_\_\_  
 State \_\_\_\_\_  
 ZIP Code \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_  
 ZIP Code \_\_\_\_\_  
 Phone Number \_(\_\_\_\_\_) \_\_\_\_\_  
 FAX Number \_(\_\_\_\_\_) \_\_\_\_\_

**Please submit this page with your bid.**

### **Limited Bid Acceptance Period**

Please be aware that if you indicated a limited bid acceptance period of less than 60 days, on the Sale of Government Property Item Bid and Award Page, and the Government wishes to perform an on-site inspection or pre-award survey of the premises as indicated on the Statement Of Intent Form (DRMS Form 1645). The award may not be completed on time and you may lose consideration for award.



# Sale of Government Property Item Bid and Award Page

Address your bid to:  DLA Disposition Services Bid Room, National Sales Office 74 Washington Ave. N Battle Creek, MI 49037-3092  Sale No: 33-2611	Bids will be opened at:  DLA Disposition Services National Sales Office 74 Washington Ave. N Battle Creek, MI 49037  Date: OCTOBER 10, 2012; 9:00 AM EST
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Bids will be publicly opened on the date and time specified, subject to:

1. TERMS AND CONDITIONS

- General Sale Terms and Conditions, SF 114C, Jun. 86 ed.; and  
Special Sealed Bid Conditions, SF 114C-1, Jan. 1970 ed
- Terms/conditions incorporated herein by reference;
- Special terms/conditions incorporated into the Invitation for Bid;

2. PAYMENT REQUIREMENTS

- Bidder is required to pay for any or all of the items listed on the Item Bid Page(s) at the price bid for each item, in accordance with Article B01.

**BID (This section to be completed by the Bidder)**

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted within \_\_\_\_\_ calendar days (60 calendar days if no period is specified by the Government or the Bidder, but not less than 10 calendar days) to pay for and remove the property. The total amount is \$ \_\_\_\_\_.

**THE BIDDER (Check appropriate boxes)**

- 1.  has,  has not, inspected the property on which the bid is submitted.
- 2a.  is,  is not, an individual or a small business. (CFR, Title 13, Chapter 1, Part 121, Sec. 121.3-9, for the definition of small business.)
- 2b.  25 employees or less;  100 employees or less

**Complete the following only if the total amount of the bid(s) exceeds \$25,000.**

- 3a.  has,  has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract, and
- 3b.  has,  has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting officer, (For interpretation of the representation, including the term "bona fide employee", see CFR, TITLE 41, SUBPART 101-45.3.)

Name and address of bidder (Street, City, State, and Zip Code) (type or print) - (MUST be the same as on envelope)   Telephone number: Bidder identification no. (If assigned) 300 _____ Bidder's Tax ID or SSN _____	Signature of person authorized to sign this bid   Signers name and title (type or print) _____ Date of bid _____
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**Acceptance by the Government (This section for Government use only)**

Accepted as to item(s) numbered (For acceptance information see DRMS Form 1427 attached)	United States of America By:  (Contracting Officer)	Date of Acceptance
Total Amount	Contract Number(s)	Name and Title of Contracting Officer



## PRIVACY ACT NOTICE

In accordance with Privacy Act (5 U.S.C 552a), the following notice is provided: The information requested on this form is collected pursuant to section 31001 of the Debt Collection Improvement Act of 1996 (Pub.L. 104-134) for purposes of collecting and reporting on any delinquent amounts arising under or relating to any contract awarded to you as a result of this sale. The information collected is mandatory. Failure to provide the information prior to contract award will result in rejection of your bid or offer. Routine uses which may be made of the collected information are as follows:

1. Disclosure where pertinent in any legal proceeding to which GSA is a party before a court or administrative body.
2. Disclosure to the Department of Justice, U.S. Attorney, or the Department of Treasury, or the Department of Treasury in a proceeding when (a) the United States, GSA, a component of GSA, or when arising from his/her employment, an employee of GSA, is party to litigation or anticipated litigation or has an interest in such litigation, and (b) GSA determines that the disclosure is relevant or necessary in the litigation.
3. Disclosure to a Member of Congress or a congressional staff member in response to any inquiry from that congressional office made on behalf of and at the request of the individual about whom the record is maintained.
4. Disclosure to any Federal agency where the debtor is employed or receiving some sort remuneration for the purpose of enabling that agency to collect a debt owed the Federal government on GSA's behalf.
5. In the event a record indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute or particular program statute or regulation, rule or order issued pursuant thereto, disclosure to the appropriate Federal agency and/or state or local agencies charged with the responsibility of investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation or order.
6. Disclosure to a Federal agency in response to a request in connection with hiring or retention, the letting of a contract, or the issuing a license, grant, or other benefit.
7. Disclosure to a debt collection contractor or to other Federal agencies for the purpose of collecting and reporting on delinquent debt.
8. Disclosure for purposes of debt collection, publication or public dissemination regarding the identity of delinquent non-tax debtors and the existence of non-tax debts.
9. Disclosure to credit reporting agencies/credit bureaus for the purpose of adding to a credit history file or obtaining a credit history file or comparable credit history information for use in the administration of debt collection.
10. Disclosure to the Internal Revenue Service to: (1) obtain mailing addresses to locate a taxpayer to collect a Federal claim against the taxpayer; or (2) offset a Federal claim against a taxpayer's income tax refund.
11. Disclosure to the Internal Revenue Service and applicable state and local governments for tax reporting purposes.
12. Disclosure to banks enrolled in the Treasury Credit Card Network to collect payment or debt when the individual has given his/her credit card number for this purpose.
13. Disclosure to Treasury or other Federal agencies with which GSA has entered an agreement for debt collection cross servicing operations to satisfy, in whole or in part, debts owed the U.S. Government.
14. Disclosure to Treasury, government corporations, state or local agencies, or other Federal agencies to conduct computer matching programs to identify and locate individuals who are receiving Federal salaries or benefit payments in order to collect the debts by voluntary repayment or administrative or salary offset.
15. Disclosure to the National Archives and Records Administration for records management inspections.
16. Disclosure for any other use specified by GSA in the system of records entitled "Credit Data on individual Debtors, PPFM-7," as published in the Federal Register periodically by GSA.

**THIS PAGE IS INTENTIONALLY BLANK.**

### Credit Card Information

**Please Note**

Credit Card authorization must be received before pick up of property will be allowed, and remember fraudulent use of credit cards will result in your being recommended for debarment from the DRMS sales program.

After awards are complete, if a credit card is to be used as a payment, complete the following information and return by facsimile to (269) 961-7314.

**(Please type or legibly print information)**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Card Holder Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ - \_\_\_\_\_

Phone Number: \_\_\_\_\_

Master Card ( )      Visa ( )      Discover ( )      American Express ( )

Credit Card Number: \_\_\_\_\_

Expiration Date: Month \_\_\_\_\_ Year \_\_\_\_\_

I (we) authorize the sales contracting officer to obtain payment by credit card for:

Contract Number: \_\_\_\_\_ Item (s) \_\_\_\_\_

Amount Authorized for payment: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**This page intentionally blank.**

## STATEMENT OF INTENT

**NOTE: The bidder has a duty to demonstrate responsibility and compliance with federal, state, county, city or local environmental/safety regulations or ordinances on the use and storage of Hazardous Property (HP) to qualify for an award. The DRMS Sales Contracting Officer may use the bidder's failure to provide complete or accurate information on this basis to deny the award.**

**Completion of ALL information is Mandatory.**

**SECTION 1. BIDDER INFORMATION** *If bidder is agent, check here*

a. NAME AND PHONE NUMBER OF PRINCIPAL

b. PRINCIPAL'S ADDRESS

c. PLEASE LIST OTHER BUSINESS OR NAMES USED BY THE PRINCIPAL BIDDER

d. NATURE OF BUSINESS

- (1) BROKER, MARKETER, RETAILER or WHOLESALER
- (2) TREATMENT, STORAGE AND/OR DISPOSAL FACILITY
- (3) OTHER *(Specify)* \_\_\_\_\_

e. INDICATE ALL RELEVANT TRAINING AND EXPERIENCE RELATED TO THE USE AND STORAGE OF HAZARDOUS PROPERTY.

BIDDER MUST INDICATE THE ITEM(S) FOR WHICH THE INFORMATION IN THIS SECTION APPLIES.

**SECTION 2. DESTINATION OF PROPERTY**

**NOTE:** LIST THE ACTUAL STREET ADDRESS WHERE THE PROPERTY IS TO BE DELIVERED. POST OFFICE BOXES ARE NOT ACCEPTABLE.

- a.  1. PRINCIPAL BIDDER(S)  
 2. OTHER *(List)* \_\_\_\_\_

NAME, ADDRESS AND PHONE NUMBER OF DESTINATION

EPA ID NO. AND/OR LICENSE/PERMIT(S) NO. *(Mandatory if facility is regulated by federal/state or local authorities)*

TYPE(S) OF ACTIVITY DESTINATION POINT IS LICENSED/PERMITTED FOR:

b. DOES THE PRINCIPAL OWN THE STORAGE FACILITY?  YES  NO

IF THE STORAGE FACILITY IS NOT OWNED BY THE PRINCIPAL, PROVIDE THE NAME AND PHONE NO. OF THE OWNER AND THE RELATIONSHIP BETWEEN THE PARTIES. IF THE STORAGE FACILITY IS RENTED, DOES THE LEASE SPECIFICALLY INCLUDE THE STORAGE OF HAZARDOUS PROPERTY?  YES  NO IF YES, ENCLOSE A COPY OF THE LEASE AGREEMENT.

c. PROVIDE THE NAME, ADDRESS AND PHONE NO. OF THE FEDERAL/STATE ENVIRONMENTAL REGULATORY AGENCIES AND/OR NON-EMERGENCY PHONE NO. FOR THE LOCAL, STATE, COUNTY, CITY OR OTHER AGENCY THAT HAS JURISDICTION FOR FIRE/SAFETY INSPECTIONS OR WOULD RESPOND TO EMERGENCIES WHERE THE PROPERTY WILL BE STORED. FAILURE TO ACCURATELY COMPLETE THIS BLOCK WITH REQUESTED INFORMATION MAY RESULT IN YOUR BID BEING NON-RESPONSIVE AND ULTIMATELY NO AWARD. *(911 is Not Acceptable)*

d. LIST ALL FEDERAL/STATE/LOCAL ENVIRONMENTAL REGULATORY AGENCIES THAT HAVE INSPECTED THE FACILITY/BUSINESS OR THE DESTINATION SITE DURING THE PAST TWO (2) YEARS. INCLUDE THE NAME OF THE INSPECTORS, AND THE NAME, ADDRESS, AND PHONE NO. OF EACH AGENCY. FAILURE TO ACCURATELY COMPLETE THIS BLOCK WITH REQUESTED INFORMATION MAY RESULT IN YOUR BID BEING NON-RESPONSIVE AND ULTIMATELY NO AWARD.

**STATEMENT OF INTENT**  
(CONTINUED)

**SECTION 3. SPECIFIC USAGE** *(Insert Item Number(s) as Appropriate)*

a. AS A PURCHASER, I WILL:

- (1) RESELL ITEM(S): \_\_\_\_\_
- (2) USE ITEM AS INTENDED: \_\_\_\_\_
- (3) SCRAP ITEM(S) FOR RECOVERY OF CONTENTS: \_\_\_\_\_
- (4) RE-REFINE/REPROCESS ITEM(S) \_\_\_\_\_
- (5) OTHER *(Specify Item and Use)* \_\_\_\_\_

b. IF ITEM(S) ARE RESOLD, LIST ALL CUSTOMERS AND PROVIDE ALL APPLICABLE INFORMATION REQUESTED IN SECTION 2, PARAGRAPHS C & D OF ABOVE FOR EACH CUSTOMER. USE ADDITIONAL PAPER IF NECESSARY AND ATTACH TO THIS FORM.

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**SECTION 4. ACKNOWLEDGEMENTS**

- a. Bidder acknowledges the responsibility to comply with ALL applicable federal/state/local laws, ordinances, and regulations with respect to processing, storing or using the material 29 CFR OSHA, transporting, handling 49 CFR and disposal of items with respect to the environment, specifically 40 CFR Part 260 et seq.
- b. Bidder acknowledges that no false statements have been made or any information concealed regarding the business, disposition of the property, or compliance history.
- c. Bidder acknowledges that sanctions may be imposed against any persons who knowingly/unknowingly violates any law relative to environmental protection, illegal transportation or storage/safety requirements/regulations or who knowingly falsifies or conceals information regarding the business, disposition, violation or use of the property and may include the denial of any future participation in the DoD Surplus Sales Program.
- d. Bidder acknowledges that the information provided in this statement will be considered a part of the bid under the IFB, and a part of the contract of sale if the bid is accepted by the United States of America.

**SECTION 5. CERTIFICATION**

I CERTIFY THAT ALL OF THE INFORMATION GIVEN IN THIS STATEMENT IS TRUE AND CORRECT, AND THAT I HAVE NOT KNOWINGLY OMITTED ANY ADDITIONAL INFORMATION WHICH IS INCONSISTENT WITH THIS STATEMENT. I UNDERSTAND THAT THIS STATEMENT IS INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT OF SALE WITH THE U.S. GOVERNMENT. PRIOR TO EFFECTING ANY CHANGE OF FACT OR INTENTION FROM THAT STATED HEREIN OR IN ANY PRIOR AMENDMENT, WHETHER OCCURRING BEFORE OR AFTER THE RELEASE OF PROPERTY UNDER CONTRACT, I WILL SUBMIT A WRITTEN REQUEST FOR AMENDMENT OF THIS STATEMENT TO THE DRMS CONTRACTING OFFICER. I AGREE THAT I WILL NOT EFFECT SUCH CHANGES WITHOUT FIRST RECEIVING THE WRITTEN APPROVAL OF THE DRMS CONTRACTING OFFICER.

\_\_\_\_\_  
DATE OF SIGNING

\_\_\_\_\_  
SIGNATURE OF OFFICIAL BIDDER

\_\_\_\_\_  
PRINT OR TYPE NAME OF BIDDER



STATEMENT OF INTENT (Continued)

SECTION 6. SPECIFIC USAGE

As a purchaser, I will:

(a) Ensure that a minimum of 75% of the hazardous property purchased from DRMS will be managed by one of the following methods within 12 months of the purchase date: (Specify Item)

- (1) Resell Items:
- (2) Use Item as Intended:
- (3) Scrap Item(s) For Recovery of Contents:
- (4) Re-Refine/Reprocess Item(s):
- (5) Other (Specify Item and Use)

(b) Maintain accurate log which records management of hazardous property by one of the following methods for purchases from DRMS: (Specify Item)

- (1) Resell Items:
- (2) Use Item as Intended:
- (3) Scrap Item(s) For Recovery of Contents:
- (4) Re-Refine/Reprocess Items(s):
- (5) Other (Specify Item and Use):

(c) Provide DRMS Sales Office with a Semi-Annual Report (See section 7) June 1st and December 1st recording management of hazardous property received from DRMS by one of the following methods: (Specify Item)

- (1) Resell Items:
- (2) Use Item as Intended:
- (3) Scrap Item(s) For Recovery of Contents:
- (4) Re-Refine/Reprocess Items(s):
- (5) Other (Specify Item and Use):

NOTE:

If the conditions of these requirements are not met, DRMS will not consider releasing any further property to you until the requirements have been satisfied.

Printed Name of Buyer(s)

Signature of Buyer(s)

Date Signed

SECTION 7. SEMI-ANNUAL REPORT

a. NAME OF ITEM
b. UNIT OF ISSUE
c. QUANTITY
d. CONTRACT NUMBER(s) <i>(include the contract waste form #)</i>
e. STORAGE LOCATION
f. DATE OF REMOVAL <i>(n/a if item stored in original location)</i>
g. POINT OF CONTACT (POC) IF DIFFERENT FROM ORIGINAL DESTINATION:  PRINTED NAME ADDRESS  TELEPHONE NUMBER SIGNATURE
h. IF PROPERTY IS RESOLD BUYER(s)  PRINTED NAME ADDRESS  TELEPHONE NUMBER DRMS SALES CONTRACTOR SIGNATURE



**DEFENSE LOGISTICS AGENCY**  
DLA DISPOSITION SERVICES  
74 WASHINGTON AVENUE NORTH  
BATTLE CREEK MI 49037-3092

IN REPLY  
REFER TO

J-422

April 2, 2012

Dear Customers:

DLA Finance has advised DLA Disposition Services that the US Department of Treasury, Financial Management Service (FMS) has released policy statement A-2012-2 to announce upcoming changes pertaining to limitations on credit and debit card transactions.

Therefore, we are advising our sales customers of the policy changes regarding credit card payment limitations that will be effective on **June 30, 2012**. The new policy lowers the maximum dollar amount allowed for a credit card transaction to \$49,999.

Large dollar card transactions are costlier for the Federal Government than small dollar transactions. We incur a variety of fees for each transaction, the largest of which is an interchange fee based on a percentage of the dollar value of the transaction. Paying high fees for accepting credit card transactions is not in the Federal Government's best interest.

Agencies may not split individual transaction greater than \$49,999 into two or more transactions over one or multiple days. Splitting a transaction violates the credit card network and FMS rules. For a customer that attempts multiple transactions on the same day with the same credit card, those transactions that cause the total charge to exceed the limit of \$49,999 will be rejected.

This policy also eliminates the maximum dollar amount for debit card transactions. Therefore, DLA Finance will accept and process VISA/MasterCard branded Debit card for payments. Other acceptable forms of payments are cash, certified check, cashier's check, travelers check, bank draft, or money order.

Currently our DLA Finance is working with both the FMS and the Card Acquiring Service to see if any alternatives are available for our public sale buyers. In the meantime, the above policy will be implemented effective on **June 30, 2012** for the credit card transaction limitation to \$49,999.

A handwritten signature in cursive script that reads "Guy M. Stutzman".

GUY STUTZMAN  
Chief, Sales Branch  
Customer Support

<p align="center"><b>END-USE CERTIFICATE</b>  <b>(STATEMENT REGARDING DISPOSITION AND USE OF PROPERTY)</b>  <i>(Please read Privacy Act Statement on reverse before completing this form.                  If additional space is required, use separate sheets and identify by Block Number)</i></p> <p align="center"><b>TYPE OR PRINT ALL INFORMATION</b></p>	<b>FOR AGENCY USE ONLY</b>				Form Approved OMB No. 0704-0382 Expires Feb 29, 2011		
	TSC CLD	PRIMARY PURCHASER	SUB-PURCHASER				
			1	2		3	4
	YES						
	NO						

The public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to DoD, Washington Headquarters Services, DIOR (0704-0382), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to either of these addresses. RETURN COMPLETED FORM TO THE OFFICE STATED ON THE IFB, SOLICITATION OR PROPOSAL.

**INSTRUCTIONS.** This form **must be fully completed** by all applicants for Munitions List Items (MLI)/Commerce Control List Items (CCLI) prior to acceptance by the U.S. Government and constitutes an integral part of this bid. The information given must be true and correct and will become a part of this contract. **Every block MUST have an entry.** If necessary, insert "NONE", "SAME AS BLOCK X", or "NOT APPLICABLE" (do not use "N/A"). If the applicant is acting solely as an Agent, A DLA Form 1822 must be signed by the Principal. The term Approving Official is used to indicate the person authorized to act for the U.S. Government (Sales Contracting Officer, Plant Clearance Officer, or other designated individual). FOR ALL SALES OF PROPERTY APPROVED BY PLANT CLEARANCE OFFICERS, UPON THE REMOVAL OF THE PROPERTY, ALL DOCUMENTATION REQUIRED BY THIS FORM WILL BE FORWARDED TO THE IDENTIFIED TRADE SECURITY CONTROL OFFICE.

The following applies to all property subject to sale using this form: the use, disposition, export, or re-export of this property is subject to the publications, penalties, and other provisions of the economic programs administered by the Office of Foreign Assets Control, U.S. Treasury Department, 31 CFR Chapter V.

THIS STATEMENT IS SUBMITTED IN CONNECTION WITH: <input type="checkbox"/> SALE <input type="checkbox"/> EXCHANGE <input type="checkbox"/> OTHER:		LINE ITEM NUMBER/COMMODITY	
NAME (Last, First, Middle)		SSN/ALIEN CARD NO./COUNTRY ID	
DATE OF BIRTH (MM/DD/YY)	PLACE OF BIRTH (City or County, State, Country)	TELEPHONE NUMBER (Include Area Code)	
MAILING ADDRESS		PHYSICAL ADDRESS	

**SECTION I. GENERAL INFORMATION**

**APPLICABILITY.** This statement applies to the property for which we have submitted our bid/offer pursuant to the above identified invitation.

1. TYPE OF FIRM <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify):			
2. NATURE OF END-USER'S BUSINESS		3. NATURE OF PRINCIPAL'S BUSINESS	
4. FIRM'S ID/FEDERAL TAX NUMBER			
5. BUSINESS/CORPORATION HEADQUARTERS		6. BRANCH OFFICE	
A. NAME		A. NAME	
B. ADDRESS (Physical location)		B. ADDRESS (Physical location)	
7. ALL CORPORATE OFFICERS, PARTNERS AND/OR AGENTS ARE TO PROVIDE, ON SEPARATE SHEETS OF PAPER, THEIR NAMES, ADDRESSES, SSNs, DATES AND PLACES OF BIRTH. FAILURE TO PROVIDE THIS INFORMATION COULD RESULT IN SIGNIFICANT DELAY OR DENIAL OF THE AWARD.			

**SECTION II. END USE/USER INFORMATION.** If this is a negotiated exchange, identify the property being exchanged: \_\_\_\_\_

1. PURPOSE. THE PROPERTY REFERRED TO IN ABOVE IFB/OFFER NUMBER WILL BE UTILIZED FOR THE FOLLOWING:

Enter an "X" in the appropriate item(s) below. In the case of resale, Item 1.F. or 1.G MUST be marked.

<input type="checkbox"/> A. Retention for the following specific use (see note):	<input type="checkbox"/> B. Resold in the form received for the following use (see note):	<input type="checkbox"/> C. The property will not be sold or otherwise disposed of for use outside of the United States or to non-U.S. Citizens/Nationals in the United States.
<input type="checkbox"/> D. The property may be exported or reexported in the form received to the following country/countries:	<input type="checkbox"/> E. Resale after following alteration (description of final production) _____ in (Country/Countries): _____ and distribution in (Country/Countries): _____	<input type="checkbox"/> F. If sold, name, address, and telephone number of sub-purchaser (s):
<input type="checkbox"/> G. The customers are unknown at this time. If required by the contract/transfer document, I will obtain prior written approval for the resale of any of the property covered by this contract.		

ADDITIONAL INFORMATION: State any other material facts relating to end user and use of the property which may be of value in considering the proposal:

**NOTE: Example of specific uses: AIRCRAFT.** The bidder/recipient certifies that the aircraft will be used: as a flyable aircraft; as a nonflyable aircraft to be used only for parts, display, or ground instruction, etc.; for resale as a flyable aircraft.

**SECTION III. UNDERSTANDING AND NOTIFICATIONS**

1. The use, disposition, export and re-export of this property is subject to all applicable U.S. Laws and Regulations, including but not limited to the Arms Export Control Act (22 USC 2751 et seq.); Export Administration Act of 1979 (50 USC App. 2401 et seq.) as continued under Executive Order 12924; International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.) and the Espionage Act (18 USC 793 et seq.); which, among other things, prohibit:
  - A. The making of false statements and concealment of any material information regarding the use or disposition, export or re-export of the property; and
  - B. Any use, disposition, export or re-export of the property not permitted by applicable statute and regulation.
2. The submission of false or misleading information and/or concealment of any material facts regarding the use, disposition or export of this property may constitute a violation of provisions of 18 USC 793/1001, 22 USC 2778/2779, 50 USC App. 2410, and 50 USC App. 1-44. Sanctions for violations will be in conformity with U.S. laws and regulations (including Federal Acquisition Regulations and DoDD 2030.8) and may include the denial of U.S. export privileges and of any participation in future U.S. Government contracts.
3. Transfers of MLI and CCLI property by purchasers/bidders are subject to the requirements of the appropriate licensing department or agency. In many cases, an export license or other authorization may be required. With respect to MLI, registration of the purchaser's/bidder's business with the Department of the State may also be required. It is the responsibility of the purchaser/bidder to determine what the applicable requirements may be and to obtain all necessary authorizations or approvals.
4. When MLI/CCLI property is transferred, the information in this form regarding the above laws and regulations must be passed to the subsequent purchaser/ receiver. Records of Resale in buyer's possession should be available for Trade Security Controls Office review, if requested.
5. The Invitation For Bid and Sale/Exchange Contract number can be referenced when submitting an application for an export license or other authorization to the Department of State for MLI or Department of Commerce for CCLI.
6. The Government expects the Purchaser/Recipient to cooperate with all authorized Government representatives to verify the existence and condition of MLI/ CCLI.

**SECTION IV. CERTIFICATION STATEMENT TO BE SIGNED BY BIDDER AT TIME OF RESPONSE TO IFB**

1. I do certify that all information given in this Statement Regarding Disposition and Use of Property is true and correct to the best of my knowledge and belief and have not knowingly omitted any information which is inconsistent with this statement. I understand this statement will be referred to and be a part of the contract of sale/exchange with the U.S. Government. I agree to submit a written request for amendment of this statement to the Approving Official prior to effecting any change of fact or intention from that stated herein or in any prior amendment, whether occurring before or after the release of the commodities, and not to effect such changes without first receiving written approval of the Approving Official.
2. I acknowledge having been advised that the MLI/CCLI property I purchased is controlled by the U.S. Government and cannot be transferred (exported, sold or given) to a foreign country, a non-U.S. Citizen/National or non-Permanent Resident without a valid State/Commerce Department export authorization. Should I transfer this property to foreign country, non-U.S. Citizen/National or non-Permanent Resident, I will obtain any required authorization before making such transfers. I will not transfer this property to countries, regimes and nationals targeted under the sanctions program administered by the U.S. Treasury Department's Office of Foreign Assets Control.
3. Neither the applicant, corporate officers, directors or partners is:
  - A. The subject of an indictment for or has been convicted of violating any of the U.S. Criminal statutes enumerated in 22 CFR 120.27 since the effective date of the Arms Export Control Act, Public Law 94-329, 90 Statute 729 (June 30, 1976); or
  - B. Ineligible to contract with, or to receive, a license or other approval from any agency of the U.S. Government.
4. The person signing this DLA Form 1822 is:
  - a Citizen of the United States of America, or
  - lawfully admitted to the United States for Permanent Residence and maintains such residence under the Immigration and Nationality Act, as amended, (8 USC 1101(a), 20, 60 Stat. 163) or
  - a Citizen of \_\_\_\_\_, and/or
  - is an official of a foreign government entity in the United States.

A. NAME (Type or print)	B. SIGNATURE	C. DATE SIGNED
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**PRIVACY ACT STATEMENT**

**AUTHORITY:** 10 USC 136; 40 USC 471; 50 USC 2411; 22 USC 2751; and EO 9397.

**PRINCIPAL PURPOSE(S):** Determine applicant eligibility to participate in the program and ensure that property recipients comply with the terms of the sale.

**ROUTINE USES:** Data may be disclosed to Department of State, Commerce, Treasury, Transportation and Justice for determining compliance with applicable laws and regulations and to the General Services Administration to determine presence of debarment proceedings against a recipient.

**DISCLOSURE:** Voluntary; however, failure to provide the requested information may result in ineligibility to receive surplus or foreign personal property. DLA PRIVACY ACT SYSTEM NOTICE S800.10 DLSC APPLIES - SEE THIS NOTICE FOR FURTHER INFORMATION.

**INSTRUCTIONS FOR COMPLETING DLA FORM 1822,  
END-USE CERTIFICATE  
(3/25/02)**

All individuals wanting to acquire Department of Defense surplus property, identified as Munitions List Items (MLI) or Commerce Control List Items (CCLI), are required to fully complete this End-Use Certificate (EUC), DLA Form 1822. It is your responsibility to fully and accurately complete this form. The use of "home made" EUCs is discouraged because they are not covered under the Paperwork Reduction Act. Due to the critical nature of this document, failure to comply with any of these instructions and/or accurately provide the required information will result in this EUC being deemed unacceptable and will cause significant delay or denial in obtaining the Trade Security Control (TSC) clearance required to receive MLI/CCLI property.

All entries must be typed or clearly printed. When providing the required information and additional space is needed, the use of a separate sheet of paper is acceptable. At the top of each additional sheet of paper you must place your name and the IFB/Contract no./Offer No./Standard Form-122/Standard Form-123 Order No. You must also cite the appropriate block number(s) and/or letter(s) for each entry and enter "See Attached" in corresponding block.

**Every block on the EUC must have an entry.**

If the information being requested does not apply to your situation, the only entries which will be acceptable are: "NONE", "DOES NOT APPLY", or "NOT APPLICABLE" (do not use N/A, N/R or draw a line). If you have to repeat information that was previously entered in another block, cite the SECTION, block number and/or letter; i.e., "SAME AS SECTION 'X', BLOCK 'X'". The Approving Official (Sales Contracting Officer, Plant Clearance Officer, or other designated individual) will review the EUC for completeness and accuracy.

PAGE 1

AT TOP OF PAGE: **IFB/CONTRACT/OFFER/SF122/SF123 ORDER NO:**

Enter the number (if not pre-printed) of the Invitation For Bid (IFB), contract/offer, proposal number, order number, etc., that is used to identify the specific sale or exchange.

**1. THIS STATEMENT IS SUBMITTED IN CONNECTION WITH:**

Place an "X" in the block that best identifies the type of transaction you are entering into:  
SALE - purchasing property from the Defense Reutilization and Marketing Service (DRMS) or from a DRMS contractor, or the Defense Contract Management Agency (DCMA).

EXCHANGE - an agreement with a Military Service Museum to exchange property for agreed upon property or /services.

OTHER - for those transactions which are not a sale or exchange and where title to property may or may not pass from government control.

**2. LINE ITEM NUMBER and/or COMMODITY:**

Enter the line item number for each MLI/CCLI item you are interested in acquiring.

For negotiated exchanges, or other types of transactions, enter the name or nomenclature of the property, which you will be receiving upon completion of the negotiations.

**3. NAME** (Last, First, Middle): This should be the name of the individual who is signing this form.

Please print/type your complete legal name legibly. Provide last name, complete first name (initials for first name will not be accepted) and middle name (if any). If you do not have a middle name, use NMN (No Middle Name). Include any other names ever used (i.e., maiden name, nicknames, acronyms, aliases, doing business as (DBA) and/or also known as (AKA)" name(s).)

If an individual is the bidder, that individual's name must be provided in this block.

If the bid is for a business, the individual authorized to sign this EUC for the business must provide his/her name in this block.

**4. SOCIAL SECURITY NUMBER (SSN)/ALIEN CARD NO./COUNTRY ID:**

If the bid is by an individual, that individual's SSN must be provided in this block.

If the bid is for a business, the individual signing this EUC for the business must provide their SSN in this block.

If the bid is in the name of a Permanent Resident, enter your Alien Identification Number.

If the bid is in the name of a Non-U.S. Citizen/National, non-Permanent Resident, enter your Country Identification Number

**5. DATE OF BIRTH (DoB):** Enter DoB as Month/Day/Year (MM/DD/YY).

If the bid is by an individual, that individual's Date of Birth must be provided in this block.

If the bid is for a business, the individual signing this EUC for the business must provide their Date of Birth in this block.

**6. PLACE OF BIRTH (City or County, State, Country):** City/County name must be spelled out. Only the two-letter or standard abbreviation for the State or Country is acceptable.

If the bid is by an individual, that individual's Place of Birth must be provided in this block.

If the bid is for a business, the individual signing this EUC for the business must provide their Place of Birth in this block.

**7. TELEPHONE NUMBER:** (Include Area Code).

If the bid is by an individual, that individual's telephone number (including Area Code) must be provided in this block.

If the bid is for a business, the individual signing this EUC for the business must provide their daytime telephone number (including Area Code) in this block.

**8. MAILING ADDRESS:** Enter complete mailing address. Street and City names must be spelled out; abbreviations are unacceptable. Post Office Box is acceptable. The two-letter or standard abbreviation for the State or Country is acceptable.

If the bid is by an individual, that individual's mailing address must be provided in this block.

If the bid for a business, the individual signing this EUC for the business must provide their personal mailing address in this block.

9. **PHYSICAL ADDRESS:** Enter complete physical address. Street and City names must be spelled out; abbreviations are unacceptable. The two-letter or standard abbreviation for the State or Country is acceptable. Entering Post Office Box is not acceptable.

If the bid is by an individual, that individual's physical address (Street, City, State, Zip) must be provided in this block. If the physical address is the same as mailing address (not a Post Office Box), enter "Same as MAILING ADDRESS".

If the bid is for a business, the individual signing this EUC for the business must provide their personal physical address (Street, City, State, Zip) in this block. If the physical address is the same as mailing address (not a Post Office Box), enter "Same as MAILING ADDRESS".

SECTION I. GENERAL INFORMATION

10. **BLOCK 1. TYPE OF FIRM:**

If the bid is by an individual, enter "Not Applicable".

If the bid is for a business, check the box that most closely describes the organization:

"Sole Proprietorship" = solitary owner/independent control

"Partnership" = two or more persons contractually associated as joint principals in a business with joint rights and responsibilities.

"Corporation" = an association or group of individuals united in trade or similar interests that has filed Articles of Incorporation.

"Other" = (Specify affiliation with official bidder.)

= Principal (Person having controlling authority)

= Agent (Person acting for or in place of another by authority from him).

If the "Type of Firm" is a corporation, provide the state in which the Articles of Incorporation were filed. The two-letter standard abbreviation for the state or country is acceptable.

11. **BLOCK 2. NATURE OF END-USER'S BUSINESS:**

This should best describe the type business/interest of the ultimate end-user. If unknown, state "Unknown".

12. **BLOCK 3 - NATURE OF PRINCIPAL'S BUSINESS**

This should best describe the type business/interest of the bidder for these items.

13. **BLOCK 4 - FIRM'S ID/FEDERAL TAX NUMBER:**

If the bid is by an individual, enter "Not Applicable".

If the bid is in a company name and that company does not have a Federal Tax Number but is using some other form of tax identifying number (i.e., a personal SSN) list that number and specify (i.e., SSN registered to provide name).

BLOCK 5 - BUSINESS/CORPORATION HEADQUARTERS

14. **BLOCK 5A - NAME:**

If bid is by an individual, enter "Not Applicable".

If the bid is in a company name, the individual signing this EUC for the company must provide the company headquarters name in this block (include aliases/acronyms/trade styles).

15. **BLOCK 5B - ADDRESS:** Street and City names must be spelled out; abbreviations are unacceptable. Only two-letter (or standard) abbreviation for State or Country is acceptable.

If the bid is by an individual, enter "Not Applicable".

If the bid is in a company name, the individual signing this EUC for the company must provide the complete address of company headquarters. (Post Office Box is unacceptable). Provide business daytime phone number in this block.

BLOCK 6 - BRANCH OFFICE:

16. **BLOCK 6A - NAME:**

If the bid is by an individual, enter "Not Applicable".

If the bid is in a company name, the individual signing this EUC for the company must provide all company branch name(s) in this block (include aliases/acronyms/trade styles). Provide business daytime phone number in this block.

If the official company branch and headquarters' names are the same, enter "Same as Block 5A".

If the bid is in a company's name and there is no branch office for this company, enter "Not Applicable".

17. **BLOCK 6B - ADDRESS:** Street and City names must be spelled out; abbreviations are unacceptable. Only two-letter or standard abbreviation for State or Country is acceptable.

If the bid is by an individual and there are no branch offices, enter "Not Applicable".

If the bid is in a company name, the individual signing this EUC for the company must provide the complete physical address (Street, City, State, Zip Code) of all company branch office(s). (Post Office Box is unacceptable).

If company's branch and headquarters offices use the same address, enter "Same as Block 5B"

If there are no branch offices, enter "Not Applicable".

18. **BLOCK 7 - ON SEPARATE SHEET(S) OF PAPER, ATTACH THE NAMES, ADDRESSES, SSNs, DATES AND PLACES OF BIRTH OF CORPORATE OFFICERS, PARTNERS AND/OR AGENTS.**

Failure to comply will cause your transaction to be placed on hold or not considered. In order to preclude delays in processing, it is essential that complete disclosure of all company officials be fully identified.

If the bid is by an individual, enter "Not Applicable".

If the bid is submitted by a sole proprietorship, enter "Not Applicable".



If the bid is for a company, the required information for each of the officers, partners and/or agents must be submitted on separate sheet(s) of paper and attached to the corresponding EUC. The submitter has the option of (1) providing this information individually on separate sheets for each person identified or (2) submitting the information for all persons identified on a single sheet.

SECTION II. END-USERS/USER INFORMATION

If this is a negotiated exchange, identify the item(s) you will be providing the government in this exchange: If not a negotiated exchange, enter "Not Applicable".

**BLOCK 1 - PURPOSE. THE PROPERTY REFERRED TO IN ABOVE IFB/OFFER NUMBER WILL BE UTILIZED FOR THE FOLLOWING:** This information pertains to the intended disposition by the official bidder.

Enter an "X" in the appropriate item(s) below. In the case of resale, item 1F or 1G must be marked in addition to any other item.

19. **BLOCK 1A. RETENTION FOR THE FOLLOWING SPECIFIC USE** (see note at bottom of page 1 of this form)

If property is being retained for official bidder's own use, explain intended use.

If statement in Block 1A does not apply, enter "Not Applicable" and go to Block 1B.

20. **BLOCK 1B. Resold in form received for the following use** (see note at bottom of page 1 of the form).

If property is being resold by the bidder, give specific information about resale customer's intended use.

If statement in Block 1B does not apply, enter "Not Applicable" and go to Block 1C.

21. **BLOCK 1C. The property will not be sold or otherwise disposed of for use outside of the U.S. or to non-U.S. Citizens/Nationals in the United States.**

If the official bidder will not sell/dispose of property outside of the U.S. or to non-U.S. persons in the U.S., check this box.

If statement in Block 1C does not apply, enter "Not Applicable" and go to Block 1D.

22. **BLOCK 1D. The property may be exported/re-exported in the form received to the following country/countries:**

If the bidder is going to export/re-export the property, check this box if applicable, and list the country(ies). If this EUC is for a Munitions List Item being resold or exported, attach a copy of your current Department of State Registration Form.

If statement in Block 1D does not apply, enter "Not Applicable" and go to Block 1E.

23. **BLOCK 1E. Resale after following alteration (description of final production):**

Describe the altered product;

**in (Country/Countries):** List all countries where this product will be sold. (If necessary use a separate sheet of paper to list countries. Identify this as "BLOCK 1E" on the sheet of paper).

**and distribution in (Country/Countries)** List all countries where this product will be distributed. (If necessary use a separate sheet to list countries. Identify this as SECTION II, "BLOCK 1E" on the sheet of paper).

If this EUC is for a Munitions List Item being resold or exported, attach a copy of your current Department of State Registration Form.

If this statement does not apply to you, enter "Not Applicable" and go to Block 1G.

**24 BLOCK 1F. If sold, name, address, and telephone number of sub-purchaser(s):**

Provide the full name, physical address and telephone number of the individual/company that purchased the item(s).

If this block does not apply to you, enter "Not Applicable".

**25. BLOCK 1G. The customers are unknown at this time. If required by the contract/offer, I will obtain prior written approval for the resale of any of the property covered by this contract.**

If this block does not apply to you, enter "Not Applicable".

**26. ADDITIONAL INFORMATION:** State any other material facts relating to end user and use of the property that may be of value in considering the proposal:

If this block does not apply to you, enter "Not Applicable".

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**SECTION III - UNDERSTANDING AND NOTIFICATION**

Please read carefully. This section cites various laws and regulations you must comply with in the use, disposition and export of property.

**SECTION IV - CERTIFICATION STATEMENT TO BE SIGNED BY BIDDER AT TIME OF RESPONSE TO IFB.**

This section is self-explanatory. By signing and dating this form, you are certifying that all the information you are providing is true and correct and you understand and agree to all the provisions in this end use certificate. This form will become part of the contract.

**26. PARAGRAPH 4.** The person signing this DLA Form 1822 is:

Check the block that applies to you and fill out any applicable portion.

**28. BLOCK A - NAME** (Type or Print)

Be sure your name is legible and use the following format: First, Middle, Last.)

**29. BLOCK B - SIGNATURE.** Be sure to sign this form.

If signer of EUC is an Officer, Director, Partner, Principal, Agent, etc., for official bidder, provide title/authority.

30. **BLOCK C - DATE SIGNED** Be sure you date this form.

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