



BASIC AGREEMENT

DLA Disposition Services Europe & Africa

**Sale Number
60-2305**

EXCESS FURNITURE

Located at various Locations in Europe

Enlistment Period
May 1, 2012 Through April 30, 2015



Pre-Payment Required -
See Article in this Basic
Agreement.

**DRMS BASIC AGREEMENT 60-2305
FOR EXCESS FURNITURE (Household and Office)**

Dear Customer:

This Basic Agreement Sale No. 60-2305 will be used to sell U.S. Department of Defense Foreign Excess Personal Property during the period of May 1, 2012 through April 30, 2015.

The purpose of the Basic Agreement method of sale is to significantly reduce the processing time of individual sales transactions from the date of listing the property until ultimate property removal. The Basic Agreement serves essentially as an "umbrella" agreement under which specific property will be offered for sale at future dates. Persons or parties responding to the Basic Agreement and who are determined to be responsible bidders will be afforded the opportunity to bid on the property as "listings" of material available for sale are issued. The purpose of this document is to provide potential bidders with the Terms and Conditions which will apply to contracts resulting from this Basic Agreement. By submitting and Signing the Basic Agreement, the bidder agrees to be bound by those terms and conditions that apply to property available for sale under the Agreement. Each Listing will provide more specific details relative to what material is available, where the material is located, quantities, and what specific terms and conditions apply to the property.

The type of property that will be included in Listings issued under this Basic Agreement will be EXCESS FURNITURE.

To participate in this Basic Agreement you must complete, sign and return the Agreement on Page No. 12 Further details relative to this requirement may be found at Article B15: Payments on Page No.7.

Only those customers who submit a completed form of the Basic Agreement Application will be eligible to automatically receive subsequent Listings of excess furniture for sale under this agreement. Everyone is eligible to join in the Basic Agreement during the period of May 1, 2012 – April 30, 2015. However, the application documentation and all other requirements must be submitted at least 2 calendar days prior to receiving a Listing. Listings will be sent by e-mail only to members as provided on your BA Application form. Additionally, in order for a Basic Agreement member to participate in a specific sale and be considered for award of property included in any Listing, Customer must bid on individual Items offered within the timeframe specified in the Listing.

After reviewing this Basic Agreement, if you have any questions or need further information, please contact our office at:

DLA Disposition Services Kaiserslautern,

ATIN: Werner Rohde (Sales Contracting Officer)
DLA Disposition Services Kaiserslautern
Postfach 2268
67610 Kaiserslautern
Telephone: +49 631 411 8578
Fax: + 49 631 411 7139

PROPERTY LOCATION

THE PROPERTY OFFERED UNDER THIS BASIC AGREEMENT MAY BE LOCATED AT EITHER LOCATION SERVICED BY DLA DISPOSITION SERVICES EUROPE AND AFRICA. THE SPECIFIC LOCATION WILL BE STATED IN EACH LISTING.

FOR GENERAL INFORMATION, CONTACT THE ABOVE ADDRESS OR BY TELEPHONE/FAX.

THE PROPERTY LISTED HEREIN HAS BEEN DETERMINED TO BE FOREIGN EXCESS PERSONAL PROPERTY AS DEFINED BY THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, AS AMENDED.

ITEMS OFFERED UNDER THE TERMS AND CONDITIONS OF THIS BASIC AGREEMENT WILL CONSIST OF **EXCESS FURNITURE, HOUSEHOLD AND OFFICE.**

SECTION I

ADDITIONAL GENERAL INFORMATION AND INSTRUCTIONS

(See DRMS pamphlet, *Sale by Reference, March 1994*, for General Instructions 1 thru 17)

18. SUBMISSION OF BASIC AGREEMENT. The Basic Agreement must be submitted using the forms provided herein, prepared in ink, indelible pencil or typewritten, and signed by the person submitting the Basic Agreement. Envelopes containing the forms must be sealed and identified by the name and address of the bidder and the number of the Basic Agreement. All documents must be submitted to the sales contracting officer (SCO) at the address listed in the single envelope below:

NAME		
ADDRESS	<table border="1"><tr><td>POSTAGE REQUIRED</td></tr></table>	POSTAGE REQUIRED
POSTAGE REQUIRED		
CITY	ST ZIP	
DLA Disposition Services Kaiserslautern Postfach 2268 Attn; Sales Office Werner Rohde 67610 Kaiserslautern		
SALE NUMBER: <u>60-2305</u>		
Basic Agreement		
BIDDER IDENTIFICATION NUMBER:		

**** (ENVELOPE PREPARED AS ABOVE ASSURES PROMPT IDENTIFICATION AND PROCESSING OF BID) ****

When submitting the Basic Agreement Form, the following information must be included and specifically stated in English text:

Name and Title of Bidder Complete firm name (if corporation) Complete address and telephone number Facsimile number and/or email address (required for notification of award – See Article No. 21)

INCLUDE the following statement:

“I agree to be bound by all the terms and conditions of this Basic Agreement”.

_____ Bidder’s Signature

19. Subsequent bids on individual material Listings may be submitted via:

A. Telegraphic Methods (Mailgram/Facsimile) Facsimile bids are to be sent to Facsimile No. **+49 631 411 7139.**

When submitting a Bid, the following additional information is also required:

Listing Number Item Number(s) bid on, Total Bid Price

B. Bids must be stated in, and payments for property awarded must be made in U.S. dollars.

C. Telephonic and E-Mail bids will not be accepted under this Basic Agreement.

D. All bids must be addressed and faxed to: bids are to be sent to: Facsimile bids are to be sent to Facsimile No. **+49 631 411 7139, Attn: Werner Rohde (SCO).**

20. Notification of Award, Statement and Release Document (DRMS FORM 1427) will be sent by facsimile and/or email to the successful bidder.

22. CORRESPONDENCE AND COMMUNICATION IN ENGLISH: All correspondence shall be written in English. If buyer submits documents in languages other than English, such documents must be accompanied by an English language translation. Buyers must be able to communicate in English to the SCO regarding Listings, bids, awards, performance, terms and conditions. This communication may be accomplished via a designated interpreter. All costs incurred are the responsibility of the buyer.

23. DISPOSAL NOTIFICATION TO ALL PURCHASERS AND SUB-PURCHASERS. The use, disposition, export and re-export of this property is subject to all applicable U.S. laws and regulations, including the Arms Export Control Act (22 U.S.C. 2751 et seq.); Export Administration Act of 1979 (50 App. U.S.C. 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 (18 U.S.C. 793 et seq.), which among other things prohibits:

- a. The making of false statements and concealment of any material information regarding the use of, disposition, export or re-export of the property, and
- b. Any use or disposition, export or re-export of the property, which is not authorized in accordance with the provisions of this agreement. Before any export or re-export 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.

24. TRADE SECURITY CONTROLS. RESTRICTED AREAS DESIGNATED BY U.S. ASSISTANT SECRETARY OF DEFENSE (ISA). Sales and Re-sales of the above-described property will not be permitted to those prohibited destinations listed in Article PB: "Denied Areas/Exceptions/Commodity Restrictions", nor approved for export to or through the following countries: Cuba, Iran, North Korea and Sudan.

25. PRE-AWARD/POST-AWARD SURVEY. As part of the responsibility determination of all potential bidders and/or purchasers under this Basic Agreement, the sales contracting officer or his authorized representative may conduct a pre-award and/or post-award survey to determine whether the potential bidder or purchaser has the necessary permits/licenses, experience, organization and technical qualifications to handle the materials of the nature offered herein and is capable of complying with all applicable local laws, ordinance, and regulations.

SECTION II

CONDITIONS OF SALE

The General Information and Instructions and General and Special Conditions of Sale are hereby incorporated by reference and become a part of this Basic Agreement and any contract resulting from acceptance of bid submitted pursuant to this Basic Agreement as fully as though such Instructions, Terms and Conditions have been specifically set forth herein. The Instructions, Terms and Conditions are contained in the 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*". Copies are available for review at any activity of the DLA Disposition Services.

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). All conditions are complete except: Condition 6 should read: Any sale or use tax imposed by any state, country or political subdivision will be paid by the Purchaser. Conditions 3, 5 and 16 do not apply.
- Part 2: General Sale Terms and Conditions (Standard Form 114C, Jun 86 ed., and DRMS Form 84, Oct 93). All conditions except Conditions 4, 9, 29 and 30.
- Part 3: Sale of Government Property Special Sealed Bid Conditions (Standard Form 114C-1, Jan 70 ed). All conditions except Article A and E.
- Part 8: Additional Special Circumstance Conditions – Foreign Excess Personal Property (FEPP) (DRMS Form 94, Oct 93). All conditions except Article D, F, G, I and K.

IN ADDITION TO THE ABOVE, THE FOLLOWING ARE ALSO INCORPORATED AND MADE A PART OF THIS SALE:

ARTICLE AX: LIMITED GUARANTEED DESCRIPTION. Notwithstanding the provisions of Part 2, Condition 30, Sale by Reference, prior to the property being removed from Government control, the Government guarantees to the original purchaser of the property that the property offered for sale will be as described in the Listing. If a miss-description is determined to exist prior to removal of the property from Government control, the sole and exclusive remedy will be to cancel the item from the contract and refund the purchase price paid. Subsequent to removal of the property from Government control, the provision of Part 2, Condition 2, Sale by Reference, applies (as-is, where-is) and there will be no further relief available under this article. The foregoing is in place of all other guarantees or warranties, expressed or implied. The Government does not warrant the merchantability of the property or its fitness for any use or purpose. The amount of recovery under this Article is limited to the purchase price of the miss-described property. The purchaser is not entitled to any payment for loss of profit or any other monetary damages, special, direct, indirect or consequential.

ARTICLE B15: PAYMENTS.

Payment of the full purchase price for the property awarded must be received by the Sales Contracting Officer within 48 hours of notification of award.

No cash payments.

a) **All Payments must be in U.S. DOLLARS.** Acceptable payments may be made by Electronic Wire Transfer or Credit Card (Visa, Discover, Master Card or American Express Cards only). When a credit card is used as payment, the credit card number, and the name as printed on the credit card, and the expiration date must be provided. If more than one credit card is used, the bidder must identify the exact monetary amount to be applied against each credit card. **Manual credit card** payments will only be accepted at DLA Disposition Services Battle Creek. Please, use provided form on page 13 to submit credit card information.

Or go to <http://www.dispositionservices.dla.mil/sales/payments.shtml>

Payments may be mailed to:

DLA Disposition Services
Attn: Cashier
74 Washington Ave N
Battle Creek, MI 49037-3092
or fax to +1(269)961-7314

International Wire info:
Bank Name: Federal Reserve Bank of New York/ITS
Bank Address: 388 Greenwich Street
New York, NY. 10013
Swift Code: CITIUS33XXX
Account #: 36838868
Account Name: Citibank Europe plc.
Purpose Reference: Please fill in your "Contract number"

All international wire payments must include the following reference for payments to Post to our account: block 70 line 1: ITSALC00006355DOD Columbus. This line will only Accept 35 characters. Block 71 must contain the word "OUR" so that the fee will be absorbed by treasury. Payment is for DLA Disposition Services-XXXX (insert DLA Disposition Services Name) from XXXX (indicate your name here), contract # 60-2305 XXXX (insert your contract number here)
Type of Payment: Contract Payment
Type of Sale: Basic Agreement

For more information on this process: Phone: +49 631 411 8578.

ARTICLE B44: GOVERNMENT'S RIGHT TO MAKE CONTINGENT AWARDS. In the event that more than one bid is received on any Listing under this Basic Agreement, the Government, at the discretion of the Sales Contracting Officer, if in the best interest of the Government, may award the item to one or more bidders, provided the bid prices are reasonable for the property listed. This provision will go into effect when the high bidder refuses to accept any or all of the property contained in an item awarded, fails to pay for and/or remove the property within the timeframe specified in the Listing, or otherwise fails to perform. The primary award will be made to the highest bidder; secondary awards would be made on a contingency basis to the next highest bidder.

ARTICLE PA: MAILGRAMS, TELEGRAPHIC, FACSIMILE, (SCANNED DOCUMENTATION WITH SIGNATURE AND DATE) BIDS. E-mail bids will not be accepted.

Notwithstanding the provisions of Condition No. 3 of Part 2, General Sales Terms and Conditions of the DRMS pamphlet "Sale by Reference", March 1994, telegraphic, facsimile bids, bids submitted by mailgrams (Scanned Documentation with Signature and Date) -- attachment types/extensions of .pdf, .doc, .png, or .bmp ONLY -- are acceptable under this Basic Agreement. By submitting a telegraphic, facsimile, mailgram (Scanned Documentation with Signature and Date) -- attachment types/extensions of .pdf, .doc, .png, or .bmp ONLY --, the bidder agrees to be bound by all terms, conditions and provisions of this Basic Agreement. Bidders are cautioned that all such bids must be in the possession of the Sales Contracting Officer at the time set for bid opening, and payment must be made in accordance with the provisions of Article B15, entitled "Advance Payment and Payments", appearing elsewhere in this Basic Agreement.

ARTICLE PB: DENIED AREAS/ EXCEPTIONS/COMMODITY RESTRICTIONS.

- a. The Bidder understands and agrees that the ultimate destination of the property shall not be to Afghanistan, Albania, Angola (UNITA), Bulgaria, Burma, Cambodia, People's Republic of China, Cuba, Estonia, Ethiopia, Haiti, Iran Laos, Latvia, Liberia, Libya, Lithuania, Madagascar, Mongolia, Mozambique, Nigeria, North Korea, Peru, Romania, Rwanda, Somalia, Sudan, Syria, Vietnam and all former states of Yugoslavia (Croatia, Slovenia, Bosnia-Herzegovina, Montenegro, Serbia, and other republics), South Africa, and all states of the former Soviet Union, or any other prohibited destinations that may be specified in this contract.
- b. EXCEPTIONS: Notwithstanding anything herein to the contrary, certain property (DEMIL "A", non-MLI/CCLI items and ferrous and non-ferrous, true scrap (property which was not downgraded to a scrap condition) may be exported to any country and territory except: Cuba, Iran, Iraq, Libya, North

Korea, Unita (Angola), and the following areas of the former Republic of Yugoslavia, Kosovo, and the Bosnian Serb-Controlled area of the Republic of Bosnia-Herzegovina.

c. **COMMODITY RESTRICTIONS:** The Bidder understands and agrees that, although not on the Denied Areas List, the sale of Munitions List and Commerce Control List Items (MLI/CCLI) designated as CAT II items, and any property requiring demilitarization or mutilation under U.S. supervision shall not be sold for ultimate destinations to Chile, Poland, Hungary, the Czech and Slovak Federal Republics, and South Yemen.

d. If awarded this property, Bidder is solely responsible to obtain appropriate import and export approvals and clearances from the United States and any other importing and exporting countries.

ARTICLE PD: CONDITION OF PROPERTY. All property is offered for sale “as is” and “where is”. The Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose. No request for adjustment in price or for rescission of the sale will be considered except as provided for in Article AX: Limited Guaranteed Description.

ARTICLE PE: DEFAULT/FAILURE TO PERFORM. If, after award, the Purchaser breaches the contract by failing to make payment within the time allowed by the contract as required by Condition No. 6 of Part 2, General Sales Terms and Conditions (Standard Form 114C), or by failing to remove the property as required by Condition No. 8 of Part 2, General Sales Terms and Conditions, the Purchaser will be considered in default and, without further notice lose all right, title, and interest in the property unless an extension is authorized by the Sales Contracting Officer prior to the default date. It is not anticipated that such extension will exceed 3 working days. The granting of such extension is solely within the discretion of the Sales Contracting Officer. The Purchaser agrees that in the event he defaults, the Government may terminate the contract and retain (and/or collect) as liquidated damages a sum equal to greater of 20 percent of the contract price or \$25.00. If the Purchaser otherwise fails in the performance of his obligations, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract. If the purchaser effects partial removal of any item awarded and fails to remove the remainder of the item within the specified time for removal, the purchaser shall be considered to be in default, and no portion of the purchase price will be refunded.

ARTICLE PF: TRANSFER TO INACTIVE BASIC AGREEMENT (BA) MEMBERSHIP STATUS. The parties agree that if a BA member is terminated for default on two or more Listings, that SCO shall consider the firm to be no longer a responsible BA member. The firm will be transferred to an inactive status and will not receive future Listings issued under the BA. Such firm may request reinstatement to an active status. SCO approval may be contingent upon the inactive BA member submitting a performance bond in the amount of \$5,000.00 to provide the Government with further assurance of satisfactory performance on future Listings. The performance bond/letter of credit will be forfeited in the amount of the purchase price in the event of a subsequent Listing default termination.

ARTICLE PG: ITEM DESCRIPTION. The item description portion of this Basic Agreement provides only a general description of the property to be offered for sale. Specific item descriptions and locations will be provided in the individual Listings only to those potential bidders who are participants in this Basic Agreement or request to have a listing mailed..

ARTICLE PH: HOLD HARMLESS. The Purchaser shall hold and save the Government and its personnel free and harmless from liability of any nature or kind occasioned by operations of the purchaser during the course of its performance of the contact.

ARTICLE PJ: LISTINGS. Specific items or groups of items will be offered to Basic Agreement participants as property becomes available over the term of this Basic Agreement. Specific Listings will automatically be issued to participants and will include the following:

1. **PERIOD OF LISTING VALIDITY:** Beginning and ending dates during which property on each Listing will be available for bid.
2. **SPECIFIC LOCATION:**
3. **SPECIFIC ITEM DESCRIPTIONS:** Excess Furniture.
4. **APPLICABLE ARTICLES AND TERMS AND CONDITIONS:**
5. **POINT OF CONTACT:** The activity and person to contact for information about the specific item.
6. **REMOVAL INFORMATION:** Removal period, loading hours (MON – FRI), instructions for property site and loading notes. ALL PROPERTY MUST BE REMOVED WITHIN 10 DAYS AFTER AWARD
7. **ADDITIONAL INFORMATION:** As necessary to advise potential bidders.

ARTICLE PK: RETURN OF UNAUTHORIZED PROPERTY Any classified material, MLI, CCLI, demilitarization required or hazardous property, not covered by this contract, found while in possession of the contractor or any subcontractor(s) in or among the property must be immediately returned to Government control as directed by the SCO at Government expense. The contractor shall be credited for such transportation expense and the contractor's purchase price of any item on a delivery order submitted by the Government in the ordinary course of administering this contract within a reasonable time after the return of such property.

SECTION III

LOADING TABLE

LOADING NOTES: The specific loading legend will be listed with every offer/item description

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

IN ORDER TO PARTICIPATE AND/OR BID ON PROPERTY OFFERED UNDER THIS BASIC AGREEMENT, THIS PAGE MUST BE SIGNED AND RETURNED TO DLA DISPOSITION SERVICES.

SALE OF GOVERNMENT PROPERTY BASIC AGREEMENT (BA) SALE NO. 60-2305

Bids for purchasing any or all items, listed in specific Listings will be received at the place designated above during the validity period of each Listing. The undersigned agrees by signing and returning this signature sheet that any bid made as a result of a Listing and any contract resulting from acceptance by the Government of said bid, will be subject to the Instructions, Terms and Conditions of Sale as specified in this Basic Agreement or as formally modified thereafter.

BASIC AGREEMENT APPLICATION FORM

NAME (First and Last): _____

NAME OF COMPANY (If corporation): _____

ADDRESS: _____

_____ COUNTRY: _____ ZIP: _____

TELEPHONE NO: _____ CELLULAR PHONE NO: _____

FACSIMILE NO: _____

E-MAIL ADDRESS: _____ (Listing will be sent to this address.)

SSN, Passport or Driver's License Number: _____

"I agree to be bound by all the terms and conditions of this Basic Agreement".

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BASIC AGREEMENT AND BIDS ON FUTURE LISTINGS:

SIGNATURE DATE

NAME (Type or Print) TITLE

Credit Card Information Please Note

Effective immediately, if you use a credit card for payment and, at the time of processing, it is declined by the bank, you will be advised, in writing, that your credit card will no longer be accepted for a period of one (1) year, Fraudulent use of credit cards will result in your being recommended for debarment from the DLA Disposition Services sales program.

CREDIT CARD PAYMENTS MUST BE IN U.S. DOLLAR.

After awards are complete, if a credit card is to be used as a payment, complete the following information and return by facsimile to +1(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 Number(s): _____

Amount Authorized for payment: \$ _____ Authorized

_____ Signature

_____ Date Signed