INVITATION FOR BID (IFB)

FOR SALE OF

EXPENDED SMALL ARMS CARTRIDGE CASING (ESACC) SALE

IFB 33-6053

SEALED BID

One-Time

For

DLA Disposition Services Texarkana, TX

Offer Closing Date/Time: October 14, 2026, 1:00 p.m., EST Battle Creek, Michigan, USA

Inspection Period Begins September 14, 1:00 p.m. PST. By appointment only

Sales Point of Contact (SPOC) Red River:

Will Seidenschwarz, Email: Will.Seidenschwarz@dla.mil, Phone: 903-559-5753
Eric Schulkins, Email: Eric.Schulkins@dla.mil, Phone: 903-949-9227

Email bid to: dla.sales@dla.mil

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A INTRODUCTION

Defense Logistics Agency (DLA) Disposition Services (hereinafter, the "Agency") is offering a one-time sales contract for Expended Small Arms Cartridge Casings (ESACC) through this Invitation for Bid (IFB).

A.1 Base Access Requirements:

All locations where property is located may have strict rules that may prohibit access to some individuals. To access our facilities, an Apparent High Bidder (AHB) or their agent shall be required to obtain base access through the host installation. The local location will be able to provide information on how to obtain base access. Purchaser is solely responsible for determining installation access requirements and complying accordingly. If necessary, the SCO can confirm that Purchaser is performing requirements under this IFB and the resulting contract.

Applicants must show vehicle registration, proof of current vehicle insurance and identification that meets the requirements of the REAL ID ACT of 2005 in order to register for enrollment in the Defense Biometric Identification System (DBIDS).

A.2 Useful Websites:

DLA Disposition Services: https://www.dla.mil/DispositionServices.aspx
System for Award Management: https://sam.gov/
Bureau of Industry and Security: https://www.bis.doc.gov/
U.S. Department of the Treasury: https://home.treasury.gov/
Consolidated Screening List Search Engine: https://legacy.export.gov/csl-search

The following is for reference only and does not indicate endorsement of the information provided.
Commercial Scale Locator: https://catscale.com/cat-scale-locator/

A.3 Item Description:

Two (2) authorized end uses 1. Reloading and 2. Recovery of material content.

Expended Small Arms Cartridge Casings (ESACC). Section 346 of the Ike Skelton National Defense Authorization Act for Fiscal Year 2011 (Public Law 111-383-124 Stat. 4191; 10 U.S.C. 2576) require the Department of War to make ESACC available for commercial sale. ESACC are defined as cartridge cases from small arms ammunition (i.e., ammunition without projectiles that contained explosives (other than tracers), that is .50 caliber or smaller, or for shotguns) used in live-fire training or testing and collected after use during operations. ESACC is also referred to as "fired cartridge cases," or simply, "brass cartridges."

There is no guarantee that every cartridge will be suitable for reloading. All cartridges are sold as-is/where-is and refunds will not be made for cartridges that cannot be reloaded.

During the period of performance, the Government estimates that it will provide total material subject to the variation in weight Identified in A.4. Table 1.

Bidders are advised that removals may vary in both quantity and type. The only quantity the USG guarantees a Purchaser will receive/remove is the stated overall minimum Identified in A.4. Table 1.

The estimated material may be comprised of material from each of the Identified in A.4. Table 1. The Government does not guarantee any specified quantity for any Item/SCL and there are no maximum or minimums for any specific Item/SCL. The Government segregates Items by SCL and the purchaser will load Items and weigh items by SCL. Material with different SCLs may not be loaded and weighed together. Each load will be sold at the bid price provided from the awardee for that Item/SCL.

This is a sales contract. Award will be given on an "All-or-None" basis to the single, responsive, and responsible bidder offering the highest total projected revenue to the Government for all four (4) line items combined.

Bidders must submit an individual price-per-pound (or positive bid rate) for each of the four (4) Contract Line Item Numbers (CLIN) listed in Table 2.

Bid Evaluation Formula (Projected Revenue): For bid evaluation purposes only, the Government will calculate a projected total contract value for each bidder. The Government will multiply the bidder's offered price-per-pound for each CLIN by that CLIN's corresponding historical weight (listed below) to determine a projected revenue for each line. The sum of these four (4) projected revenues will represent the bidder's Total Evaluated Bid Value.
The contract will be awarded to the bidder with the highest Total Evaluated Bid Value.

Payment and Actual Quantities: The winning Purchaser will pay the Government the actual price-per-pound they bid for each specific CLIN as the material is weighed and removed. The historical weights used in the evaluation formula are for projected revenue evaluation purposes only; they do not guarantee the minimum or maximum generation of any individual CLIN. The contract's minimum and maximum quantity guarantees apply strictly to the cumulative total weight of all four (4) CLINs combined, not to individual line items.

Weights to be Used for Revenue Evaluation:
• CLIN 10 DS000D5MQ – 5.56 MM: 39,706 lbs.
• CLIN 20 DS000D7MQ – 7.62 MM: 4,408 lbs.
• CLIN 30 DS000D9MQ – 9 MM: 5,002 lbs.
• CLIN 40 DS000D50Q – .50 CAL 14,240 lbs.

ESACC are a Commerce Control List Items (DEMIL Code Q6) and subject to DoW Trade Security Controls, as outlined in DoDI 2030.08, "Implementation of Trade Security Controls (TSC) for Transfers of DoW U.S. Munitions List (USML) and Commerce Control List (CCL) Personal Property to Parties outside DoW Control."

Export outside the US is not allowed due to the inability to obtain the appropriate Trade Security Clearances.

ESACC is considered as Material Potentially Presenting an Explosive Hazard (MPPEH) until certified as Material Documented as Safe (MDAS). Trained and qualified Government appointed representatives have inspected and certified all material as MDAS.

PURCHASERS ARE CAUTIONED THAT ARTICLES OR SUBSTANCES OF A DANGEROUS NATURE MAY REMAIN IN THE PROPERTY REGARDLESS OF THE CARE EXERCISED TO REMOVE SAME. THE GOVERNMENT ASSUMES NO LIABILITY FOR DAMAGES TO PROPERTY OF THE PURCHASER OR FOR PERSONAL INJURY, DISABILITY OR DEATH OF THE PURCHASER, ITS EMPLOYEES OR TO ANY OTHER PERSON ARISING FROM OR AFFILIATED WITH THE PURCHASE, USE OR DISPOSITIONS OF THIS MATERIAL. THE PURCHASER SHALL HOLD THE GOVERNMENT HARMLESS FROM ANY AND ALL SUCH DEMANDS, SUITS, ACTIONS, OR CLAIMS ARISING FROM OR OTHERWISE RELATING TO THE PURCHASE OF THIS MATERIAL.

A.4 Table 1: IFB CLIN Details:

Material	**SCL**	**Bid Qty**	**Minimum Guaranteed QTY (LBS.)**	**Maximum Allowed QTY (LBS.)**
CLIN 10	D5M	39,706	46,400	95,000
CLIN 20	D7M	4,408		
CLIN 30	D9M	5,002		
CLIN 40	D50	14,240		

A.5 Table 2: CLIN, Material, SCL, Descriptions:

Table 2 is material description(s) for the Contract Line-Item Number (CLIN) for the material listed in Table 1.

CLIN	MATERIAL	SCL	DESCRIPTION
10	DS000D5MQ	D5M	Small arms brass, 5.56 MM expended cartridge cases.
20	DS000D7MQ	D7M	Small arms brass, 7.62 MM expended cartridge cases.
30	DS000D9MQ	D9M	Small arms brass, 9.00 MM expended cartridge cases.
40	DS000D50Q	D50	Small arms brass, .50 caliber expended cartridge cases.

A.6 Packing:

Material is packaged in various pallets, crates, and barrels which are included in sale as well as the price. Bidders are cautioned to consider packaging weight when submitting a bid.

A.7 Removal:

Monday-Friday 8:00AM-3:30PM Central Standard Time (CST) excluding federally recognized holidays. Purchaser will pick up property from Bldg. 473 Texas Avenue East, Red River Army Depot.

The Sales Point of Contact (SPOC) will contact the Purchaser by email with the removal request schedule. The Purchaser must respond within three (3) business days to the request with confirmation or a request for an alternate date, which will not exceed five (5) business days of the SPOC's original requested schedule date. All change requests must be authorized by the SPOC.

Note: The purchaser will ensure the SPOC receives a copy of the shipping paperwork at time of removal to validate the shipping destination is the authorized destination listed in the purchaser's SOI.

A.8 Inspection:

Monday-Friday 7:30AM-3:30PM Central Standard Time (CST) excluding federally recognized holidays.

Bidders interested in inspecting the property under this IFB may travel to the designated site to perform inspection for the purposes of bidding on this IFB. 24 hours' notice is required.

A.9 Loading:

Monday-Friday 7:30AM-3:30PM Central Standard Time (CST) federally recognized holidays. Purchaser will load Purchaser provided conveyance.

Primary POC Will Seidenschwarz, 903-559-5753, will.seidenschwarz@dla.mil
Alternate POC: Eric Schulkins, 903-949-9227, eric.schulkins@dla.mil

Pick up location: Bldg. 473 Texas Avenue East, Red River Army Depot

On-site scale located at Bldg. RT001 (Adjacent Scrap Yard), Texas Avenue East, Red River Army Depot

B TERMS AND CONDITIONS OF SALE

Certain contents and provisions of this IFB, including Appendices, Attachments and Schedules, are described in general. Any historical data provided in support of this IFB was derived using existing sources and is presented for general reference only.

B.1 FAR Provision 52.204-24:

FAR Provision 52.204-24 is applicable.

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
Full clause text included in attachment. The provision at FAR 52.204-24 requires an offeror to represent, on an offer-by-offer basis, whether it will or will not provide any "covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation." The Representation that must be marked, signed and returned with bid.

The Representation that must be signed will be sent at the same time as the Statement of Intent (SOI) is sent to AHB as part of the pre-award process.

B.2 FAR Clause 52.204-25:

FAR Clause 52.204-25 is applicable.

FAR Clause 52.204-25 titled, "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment" is incorporated by reference from the Federal Acquisition Regulation.
https://www.acquisition.gov/far/52.204-25

C SALE BY REFERENCE (SBR)

The following general information, instructions and special conditions of sales contained in Agency's Disposition Services pamphlet entitled the "Sale by Reference Instructions, Terms and Conditions Applicable to Department of War (DoW) Personal Property Offered for Sale by DLA Disposition Services", published July 2012, are hereby incorporated by reference and become a part of this IFB and any contract resulting from acceptance of a bid submitted pursuant to this IFB as fully as though such instructions, terms and conditions had been specifically set forth herein:

The Terms and Conditions of this IFB supersede the Sales by Reference wherever conflicted.

Note: The following SBR Parts have been amended to: DRMS Form 1427 has been redesignated as DLA Form 2541.

- Part 1, Paragraph 4
- Part 2, Paragraph 29
- Part 7, Article U

C.1 SBR Part 1:

General Information and Instructions: All conditions apply except: 2, 5, 8 & 12.

C.2 SBR Part 2:

Sale of Government Property General Sale Terms and Conditions: All conditions apply except: 12,13(c), 28, 29 & 34.

Modified Paragraph 33. DISPUTES is changed to read "Any contract awarded as a result of this sale is subject to the Contract Disputes Act 1978 (41 U.S.C. 7101-7109)"

C.3 SBR Part 3:

Sale of Government Property Special Sealed Bid Conditions: All conditions apply except: C

C.4 SBR Part 4:

Sale of Government Property Special Sealed - Term Conditions: Does not apply.

C.5 SBR Part 5:

Additional Special Circumstance Conditions - Miscellaneous: All articles apply except: A, E, G, H & L.

C.6 SBR Part 6:

Additional Special Circumstance Conditions - Demilitarization and Mutilation: Does not apply.

C.7 SBR Part 7:

Additional Special Circumstance Conditions - Hazardous and Dangerous Property: All articles apply except: A, B, D, F, G, H, I, J, K, L, M, N, O, P, R, S, U, V,W, X & Y.

C.8 SBR Part 8:

Additional Special Circumstance Conditions - Foreign Excess Personal Property: Does not apply.

C.9 SBR Part 9:

Special Spot Bid Conditions of Sale of Government Property: Does not apply.

C.10 SBR Part 10:

Sale of Government Property Special Auction Conditions: Does not apply.

D BID EVALUATION AND CONTRACT AWARD

D.1 Bidding Process:

The Purchaser's bid shall consist of an amount per unit of issue specified in U.S. currency. Prospective bidders should be aware of certain risk factors that could affect a bidder's assessment of this contract and the calculations supporting the resulting bid. Under no circumstances is the Agency or the Government responsible for any assumptions, planning factors, or decisions the Purchaser made related to determining their high bid. This is a firm fixed price contract where the bid price is expressed in U.S. currency specified by the bidder, per unit of issue.

The Government expects the Purchaser to perform all the requirements under this contract at the bid price submitted by the Purchaser. At no time shall the Government pay the Purchaser to take material offered. There shall be no reimbursement to the Purchaser under this contract except for the limited circumstances related to reimbursement of actual expenses incurred for return of property directed by the Government. The Government is not responsible for any indirect, inconsequential, or completeness (through assumption of sales value, act or omission of factors) of expenses related to performance under this contract. The measure of the Government's liability, in any case where liability of the Government to the Purchaser has been established, shall not exceed refund of such portion of the purchase price as the Government may have received.

D.2 Identification of Sales Purchaser:

Bidders should take care to ensure that their bid submission indicates whether they are submitting the bid as an authorized representative of a legal entity such as a corporation or limited liability company, or in their individual capacity or as owner of a sole proprietorship. The legal entity designated as the bidder on the SF 114 is the entity to whom the contract will be awarded upon receiving an affirmative responsibility assessment. Individuals or companies may use subsidiaries, affiliates or partners in a joint venture as subcontractors with SCO approval as per the contract terms (however such entities may also require an ERD) but may not substitute such entities as a party to the Agency's sales contract. AHBs should ensure the SOI and other pre-award documentation identify any subcontractors that will be performing removals or processing materials on their behalf so that the appropriate reviews may be conducted.

D.3 How to Bid:

Bidders shall use the following documents provided with this IFB to submit a bid: the SF114 and SF114A. Bidder shall enter bid as a price per unit of issue not to exceed five (5) decimal places (example 0.01005). Minimum bid is .01000 per unit of issue. Multiply your bid price by the quantity indicated in the "Bid QTY" column being advertised to calculate your extended bid amount.

The bidder awarded this contract will be awarded all Contract Line Items Numbers (CLINs) or none of the Items. Bidders must place a bid on each individual Item to be considered for award. Purchaser will be expected to pay the Unit Bid Price for each Item upon removal based on weight.

The highest priced cumulative bid will be determined by each bidder's total contract price identified in the "total amount" on the SF114. "Total Amount" block on the SF 114 will be equal to the cumulative total from all CLINs from column "Total Price Bid" on the SF 114A.

A responsive and responsible bidder with the highest "TOTAL AMOUNT" bid will be considered the AHB and will be vetted prior to award in accordance with provisions in Section D below. It is expected that the awarded company will remove all of the items in this IFB or none of the items in this IFB. The awarded company must possess all appropriate license for all items or have subcontractors with appropriate licenses to remove all Items. Award will not be made to a bidder who fails to demonstrate the capability to remove the items listed in the IFB.

For illustrative purposes, the example IFB has six (6) items advertised for sale and they are being sold by weight (LBS), CLIN 1- 39,706 lbs., CLIN 2- 4,408 lbs., CLIN 3- 5,002 lbs. CLIN 4- 14,240 lbs. Bidder A bids- CLIN 1 $1.00, CLIN 2 $1.00, CLIN 3- $1.00, CLIN 4 $1.00. "Total Priced Bid" on Example 1 shows Bidder A's total bid price per CLIN. Example 2 shows Bidder A's "Total Amount" equals $63,356 for all CLINs. Do not email bids or call-in bids directly to the SCO. Email bid to: dla.sales@dla.mil

EXAMPLE 1: SF 114A

SALE OF GOVERNMENT PROPERTY - ITEM BID PAGE - SEALED BID	IFB NUMBER 33-XXXX	PAGE NO. 1

Enter a price per unit in the "Unit Price Bid" column and extend the total to the "Total Price Bid" column when bids are solicited in units of each, foot/centimeter, pound/kilogram, etc. Enter only a total price for the lot in the "Total Price Bid" column when bids are solicited by the lot.

ITEM NO.	MATERIAL	TOTAL QTY	Units	UNIT PRICE BID	TOTAL PRICE BID			
10	DS000D5MQ	39,706	LBS	1.00	39,706.00			
20	DS000D7MQ	4,408	LBS	1.00	4,408.00			
30	DS000D9MQ	5,002	LBS	1.00	5,002.00			
40	DS000D50Q	14,2470	LBS	1.00	14,240.00			

EXAMPLE 2: SF 114

SEALED BIDS

Sealed bids for purchasing any or all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above and at that time publicly opened. *(Copies of the below mentioned forms, if not attached, are on file at the issuing office and are available upon request).* Bidder is required to pay for any or all of the items listed on the Item Bid page(s) as part of this Bid, at the price sent opposite each.	NO. OF COPIES

SUBJECT TO

	SF 114C, General Sale Terms and Conditions		Incorporated by reference:
	Other Special Terms and Conditions Attached		

BID DEPOSIT REQUIRED	IF "YES", PERCENTAGE OF TOTAL BID	DEPOSIT MADE PAYABLE TO	PAYMENT DUE *(Calendar Days)*	REMOVAL OF PROPERTY *(Calendar Days)*
☐ YES ☒ NO				Per IFB Terms

BID *(Completed by Bidder)*

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted (60 calendar days if no period is specified by the Government or the Bidder, but not less than 10 calendar days in any case) after date of Bid opening, to pay for and remove the property.

BID ACCEPTANCE *(Calendar Days)*	TOTAL AMOUNT	DEPOSIT ATTACHED	DEPOSIT FORM(S)	AMOUNT OF DEPOSIT
90	$63,356.00	☐ YES ☒ NO		

D.4 A Responsive Bid:

Bids must be in possession of the Agency's Public Sales Contracting Division by the offer closing date and time specified in this IFB. If the bid is not submitted on time, it shall be considered non-responsive. Only responsive bids may be considered for award. A responsive bid submission shall contain at a minimum:

- SF114 completed and signed.
- SF114A or SF114A Local Reproduction.
- The bid must remain valid 90 calendar days from the bid opening unless otherwise modified or cancelled.

D.5 When to Send Bid:

Bids must be in the possession of the Agency's Public Sales Contracting Division by the offer closing date and time specified in this IFB. If the bid is not submitted on time, it shall be considered non-responsive.

Late bids are handled in accordance with the Federal Management Regulation (FMR) public sales provisions at 41 CFR § 102.38. The selling agency will consider late bids for award if the bid was delivered in a timely fashion to the address specified in the sales offering but did not reach the official designated to accept the bid by the bid opening time due to a government delay.

D.6 How to Modify/Cancel Bid:

In addition to SBR Part 3, Articles B and C, to modify a bid, submit a new bid in the same manner as the previous bid. Separately, without disclosing bid amounts, notify the SCO of the modification. To cancel a bid, submit a zero (0) bid in the same manner as the original bid. Notify the SCO of the bid cancellation (specify date, time and method of bid submission). The submission of a modified bid withdraws and nullifies previous bids.

D.7 Bid Acceptance Period:

The bid must remain valid 90 calendar days from the bid opening unless otherwise modified or cancelled.

D.8 Bid Evaluation:

A responsible bidder is one that has the necessary organization, experience, financial resources, accounting process, operational controls, technical equipment and facilities, or the ability to obtain them, to perform the requirements of the sales contract, has no disqualifying factors (i.e., is not suspended, debarred or an ineligible transferee) and able to pass the Agency's vetting process. A responsive bid is one that has complied with all instructions for properly submitting a bid. Submitting the highest bid price does not convey any special right nor does it imply that the Purchaser shall be the primary removal company or exclusively allowed to remove throughout the term of this contract. The Government reserves the right to reject any bids that are not in the best interest of the Government. The general standards in FAR Part 9 on contractor responsibility determinations that are applicable to procurement contracts are not directly applicable to sales contracts awarded under 40 U.S. Code § 545 but may be considered by the Sales Contracting Officer in evaluating bidder responsibility.

The Government intends that a single award will be made to a responsible bidder with the highest cumulative total price responsive bid unless a determination is made to reject the bid under 41 CFR § 102-38.90. For illustrative purposes, if Bidder A's bid submission cumulative total submits a bid for $150,000.00 "Total Amount," and if Bidder B's bid submission cumulative total submits a bid for $160,000.00 "Total Amount," then Bidder B is the AHB since he/she would have the highest cumulative total priced responsive bid.

D.9 Ineligible Bidder:

Bidder will not be eligible for award if they are:

- Indebted to the U.S. Government
- Excluded from federal programs by the General Services Administration as identified in the System for Award Management at https://sam.gov/.

- Subject to denial, suspension, debarment, or other sanctions pursuant to export control and related laws, regulations, or orders administered by the DOS, DOC, DHS, or USTD. The DOS, DOC, DHS, and USTD name these entities, individuals, and countries in the Federal Register and at the following website: Consolidated Screening List Search Engine (https://legacy.export.gov/csl-search).

D.10 Pre-Award Survey:

The Agency will conduct a pre-award survey of only the AHB. The SCO will provide notification that you are the AHB, the End Use Certificate (EUC) DLA Form 1822 and SOI DLA Form 2536 will be included in the notification. A Trade Security Contract Assessment will be made by Agency personnel. The SOI must have parts 1-6 completed and signed. Complete the EUC according to the instructions provided and sign. The pre-award survey may be conducted at the AHB's facility. The pre-award survey may include but is not limited to a review of facilities, equipment, financial capability, quality assurance, safety, environmental responsibility, and transportation capabilities.

The AHBs shall cooperate in the pre-award vetting process by assisting in arrangements and/or by providing requested information in a timely manner. The AHB is advised that accomplishment of a pre-award survey or furnishing documents to the Agency in support of the pre-award survey is part of the assessment of the bidder's responsibility and is not a guarantee the bidder will receive award of a contract. The SCO may rely upon information obtained in the pre-award survey in making his assessment of the bidder's present responsibility.

Pre-award Survey will include but is not limited to the following:

- An Environmental Responsibility Determination (ERD) will be conducted by Agency personnel.
- A Trade Security Control Assessment will be made by agency personnel.
- Necessary licenses, permits and certifications will be reviewed.
- Complete and return FAR Provision 52.204-24.

If at any point the SCO determines the bidder that submitted the apparent high, responsive bid cannot be found responsible, the next highest bidder will be assessed in the same pre-award survey process. This same process of vetting the next highest responsive bidder may continue, at the sole discretion of the Sales Contracting Officer, until a responsive bidder is identified and is determined to be responsible.

D.10.1 Environmental Responsibility Determination (ERD):

The Environmental Support Branch of the Agency conducts an ERD on sale destinations to verify if the DoW purchased property will be managed in accordance with the Invitation for Bid, Statement of Intent, Federal, State, and local regulations. List all downstream facilities receiving Government property to be processed in the Statement of Intent. Do not list downstream recipients of processed property.

The purchaser is responsible for providing copies of requisite permits and/or registration numbers for downstream processors for the ERD.

Permits, licenses, and registration for the State of Texas for the processing of scrap metal includes but is not limited to:

- Industrial Stormwater Permit for processors of scrap metal

The State of Texas requires scrap recycling facilities to obtain coverage under Multi-Sector General Permit TXR050000 for Discharges of Stormwater Associated with Industrial Activity

https://www.tceq.texas.gov/permitting/stormwater/industrial/

If the initial and/or downstream processing of property will occur outside of the State of Texas, the Purchaser is responsible for understanding and ensuring compliance with the regulatory requirements of that State. The Purchaser is responsible for providing copies of the required permits, licenses, and registrations for the processing facilities in accordance with State requirements for that location.

The purchaser is responsible for providing copies of requisite permits and/or registration numbers for downstream processors for the ERD.

DLA Environmental Support Branch may perform a cursory review of transporter based on the type of material(s) included as a part of the sale. Certain commodities may require special licensing or permitting for transport based on state regulations. The Apparent High Bidder will be responsible for ensuring the transporters meet those regulations.

ERDs typically take 10 business days to complete. Any findings annotated by the Government during an ERD must be corrected prior to a proposed destination/facility's use. Purchasers are not authorized to process Government material at a site other than those listed on the SOI.

Should Purchaser desire to use an alternate or additional destination at any time during the performance period, Purchaser will provide an updated SOI. Purchasers are not authorized to use a facility that has not been approved through the ERD process.

The Purchaser represents and warrants that the ultimate destination, use, and disposition of the property shall be in accordance with the SOI submitted and approved by the SCO.

D.11 Necessary Licenses, Permits and Certifications Shall be Reviewed:

Prior to the award of a contract, the Agency shall determine whether the potential Purchaser has the necessary permits/licenses, experience, organization, and technical qualifications (either through its own facilities or facilities of a subcontractor) to perform the work specified in this contract and can comply with the applicable federal, state, and local laws, ordinances, and regulations.

D.12 Contract Award:

The SCO shall determine if each bid is responsive prior to award of the contract. The contract shall be awarded to the highest responsive bid submitted by a responsible bidder. In the event of termination of the original Purchaser, the SCO may award the contract to the next highest responsive, responsible bidder if bids have not expired, and such award is otherwise determined to be in the Government's best interest.

Under 41 CFR § 102-38.90, the Agency will award the sales contract to the bidder with the highest responsive bid, unless a determination is made to reject the bid.

When you have successfully completed the pre-award assessment as the AHB, you will receive a Statement indicating the amount of payment due. Submit payment within three (3) business days of the Statement (An extension of up to 10 business days may be authorized by the SCO upon written request by the AHB that is submitted before the initial three (3) business day suspense).

When payment is posted and confirmed by the SCO; and all other vetting has been completed, a Start of Work meeting will be scheduled.

D.13 Start of Work Meeting:

The purpose of the meeting is to ensure the Purchaser fully understands the terms and conditions of this contract. The Agency shall determine the method, date, time, and location of the start of work meeting. The Purchaser is responsible for any cost incurred by their organization and staff. The Government shall not provide any compensation for costs incurred to attend meetings. At the conclusion of this meeting, the official signed Notice of Award will be sent to the Purchaser and SPOC, and this will constitute the official award of the contract to the AHB. After the start of work meeting, property is authorized for release.

E PARTIES TO THE CONTRACT

E.1 Purchaser Information:

Within 10 calendar days of the date of contract award, the Purchaser shall provide the Agency the following information: Designation of key persons, to include their full name, title, telephone number, email address and a synopsis of their duties under the contract. Purchaser shall provide the SCO notification of any changes to the above within 10 calendar days of the change.

E.2 Transfer and Hypothecation:

General Prohibition - Except as specifically provided herein or specifically approved by the Agency in writing, the Purchaser shall not directly or indirectly sell, transfer, assign, pledge, offer as collateral or otherwise hypothecate all or any part of its rights or obligations under the contract.

Attempted Transfer - Any attempted transfer in violation of the provisions of this Article shall be invalid and shall constitute a material breach of this contract.

E.3 Contract of Sale:

Relationship of Parties - This contract is an agreement for the sale of the material by the Agency as seller to the Purchaser. Purchaser and the Agency expressly disavow the creation of any other relationship, including without limitation principal-agent, master-servant, employer-employee, general or limited partnership, or joint venture, between the Agency and the Purchaser.

Parties to the Contract: The parties to this contract are the Agency and the Purchaser.

E.4 Authority of Sales Contracting Officer (SCO):

On behalf of the Agency, the SCO has the authority to represent the Agency and to commit the Agency to take such actions as permitted or required and to extend or waive timing requirements or deadlines as may reasonably be required under the performance of this contract. The exclusive representative of the Agency for all purposes under this contract is the SCO, and all notices, demands, requests, consents, approvals, declarations, reports and other communications to the Agency from the Purchaser shall be deemed invalid unless addressed to the SCO. Communications from the Purchaser to anyone other than an SCO shall not be deemed received by the Agency.

E.5 Authority of Sales Point of Contact (SPOC):

The SCO designates the SPOC to provide direct oversight of the Purchaser and/or their agents to ensure they meet the terms and conditions of the contract. The SPOC does not have the authority to make binding contractual obligations, such as adding, deleting, or modifying terms and provisions in this IFB. All changes or modifications to contractual provisions in this IFB must be approved in advance by the SCO.

F CONTRACT FINANCIAL RETENTION & INSURANCE AND BOND REQUIREMENTS

F.1 Payment:

Purchaser shall provide the Agency with payment in the amount specified on the Notice of Award. The payment shall be made via Electronic Fund Transfer (EFT), Bank Account (ACH), or credit card (Master Card, Visa, Discover Card, and/or American Express). Payment options and instructions will be provided to the AHB with the Notice of Award. This is a one-time sale, and full payment must be received before the removal of any property.

F.2 Insurance and Bond Contract Requirements:

Purchaser shall obtain the minimum coverage specified unless the Agency approves a variance from such minimum coverage. Purchaser shall obtain and maintain the insurance and bond requirements throughout the performance period. See SBR Part 5, paragraph D, Liability and Insurance.

G CONTRACT PERFORMANCE

G.1 Performance Period:

The Purchaser shall have 15 business days to remove the material specified in this IFB. There are no extension options available. The SCO may extend the removal period for extenuating circumstances beyond the control of the Purchaser. 10 days prior to the end of the removal period, a written request for extension must be received from the Purchaser detailing the circumstances that delayed removal.

G.2 Regulatory Compliance:

The Purchaser shall assume full responsibility and liability for compliance with all applicable federal, state, local codes and DoW regulations pertaining to the health and safety of personnel and environmental management during the execution and loading operations. All work shall be completed and performed IAW the best practices of the trade and in compliance with all- applicable federal, state, local codes and IAW regulations.

Anticipated Regulatory Changes: Performance under any contract resulting from this solicitation must be in compliance with all local, state, and federal laws and regulations. Accordingly, it is the responsibility of the offeror to ensure that all such laws and regulations are considered in the preparation of its proposal. Such consideration should include not only relevant laws and regulations currently in effect, but also revisions thereto for which public notice has been given that may reasonably be anticipated to be effective during the life of the contract.

G.3 Environmental and Safety Notice:

It is the responsibility of the Purchaser to ensure that the ultimate end use of the property is performed in an environmentally compliant manner. As such, prior to the award of any hazardous item, each high bidder's premises and/or the intended disposal facility may be subject to an on-site inspection by a Government representative. All Bidders/Purchasers are advised that they must comply with all applicable federal, state and local laws, ordinances, regulations, etc. with respect to human safety and the environment during the processing, use, or disposal of material purchased from the DoW.

G.4 Right to Appeal:

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

The following shall be deducted from any amount due the Purchaser under this clause:
Any claim which the Government has against the Purchaser under this contract; and the agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Purchaser or sold under the provisions of this clause and not recovered by or credited to the Government. If contract is partially terminated, this clause has the same full effect.

G.5 Records:

Unless otherwise provided in this contract or by statute, the Purchaser shall maintain all records and documents relating to the terminated portion of this contract for six (6) years after final settlement. This includes all books and other evidence bearing on the Purchaser's costs and expenses under this contract. The Purchaser shall make these records and documents available to the Government, at the Purchaser's office during normal business hours without charge. Records and documents may be digitally scanned for electronic storage at no cost to the Government.

H PAYMENTS

H.1 The Billing Cycle:

This is a one-time sale; full payment must be received prior to the removal of any property.

In the event that property is either over or under delivered from the offer weight the account will adjust with a refund or additional billing.

H.2 Types of Acceptable Payments:

All payments, including those for storage charges, liquidated damages and interest shall be in U.S. currency. Acceptable forms of payment include Electronic Fund Transfer (EFT), Bank Account (ACH), or credit card (Master Card, Visa, Discover Card, and/or American Express).

When using a credit card method of payment, the credit card number, credit card security code (3-or 4-digit code on the back of the card), name as printed on the credit card, and the expiration date shall be provided. The U.S. Treasury limits all credit card transactions to $24,999.99. Transactions greater than $24,999.99 cannot be split into two (2) or more credit card transactions.

Checks or other paper financial instruments such as personal checks, money orders, cashier's checks, travelers' checks, or bank drafts will not be accepted as a form of payment.
Credit Card and Bank Account (ACH) payments within the United States can be made using the website at:
https://www.pay.gov/public/form/start/25176217

H.3 Payment Confirmation:

The Government does not provide payment confirmation. Purchaser shall submit proof of payment to the SCO within one (1) business day, showing type of payment, amount, and date submitted. The SCO will ensure payment is applied to the Purchaser's account.Payment submission through Pay.gov is recommended to reduce processing time. Pay.Gov confirmation email is proof of payment.

I PRODUCT POOL, MATERIAL REFERRALS, TITLE TRANSFER, RETURNS AND MATERIAL BREACH

I.1 Product Pool:

Section 346 of the Ike Skelton National Defense Authorization Act for Fiscal Year 2011 (Public Law 111-383-124 Stat. 4191; 10 U.S.C. 2576) requires the Department of War to make ESACC available for commercial sale. ESACC are defined as cartridge cases from small arms ammunition (i.e., ammunition without projectiles that contained explosives (other than tracers), that is .50 caliber or smaller, or for shotguns) used in live-fire training or testing and collected after use during operations. ESACC is also referred to as "fired cartridge cases," or simply, "brass cartridges."

There is no guarantee that every cartridge will be suitable for reloading. All cartridges are sold as-is/where-is and refunds will not be made for cartridges that cannot be reloaded.
The Government guarantees to issue the Purchaser a minimum total weight equal to the "Bid QTY (lbs.)" identified per SCL as authorized by Table 1.

Purchasers are cautioned that articles or substances of a dangerous nature may remain in the property regardless of the care exercised to remove same. The Government assumes no liability for damages to property of the Purchaser or for personal injury, disability or death of the Purchaser, its employees or to any other person arising from or affiliated with the purchase, use or dispositions of this material. The Purchaser shall hold the Government harmless from any and all such demands, suits, actions, or claims arising from or otherwise relating to the purchase of this material.

This is not a sale by sample. The Purchaser shall not reject property issued under the terms of this contract, unless an item is outside the scope of the contract. The Government is the sole authority of determining condition code and determining whether property is considered scrap under its property regulations and thus eligible for referral under this contract. Purchaser's opinion on whether the property is able to clear customs, sell or market, or the availability of customers for items have no bearing on whether the Government considers the property scrap. No changes, modifications, or reductions of price will be applied. Under no circumstances is culling for effecting partial or incremental removals authorized.

I.2 Classified Material:

Performance of this contract neither requires nor authorizes the Purchaser to handle classified property or documents. Should Purchaser's employees handle actual or suspected classified property or documents, the Purchaser shall immediately secure the documents or property from both physical loss and compromise and immediately notify the Agency's Site Lead and the SCO of the discovery. The Purchaser shall submit a SF364 ROD. The Agency will arrange for pick up and removal of such material. Under no circumstances shall the Purchaser release the property or documents to anyone other than designated personnel. If the contents of said documents or property are at a level that requires debriefing, the Purchaser's personnel shall be made available to the proper Government authorities for this action.

I.3 Material Potentially Presenting an Explosive Hazard (MPPEH):

Performance of this contract does not require nor authorize the Purchaser to handle MPPEH. Despite all best efforts by the Government, MPPEH may be discovered; the Purchaser shall immediately take the necessary action for protection of personnel and property, as needed. This shall include the evacuation and security of the immediate area, as needed. The Purchaser shall not attempt to handle or move the suspected property until a technically qualified trained Government representative investigates the incident. The Purchaser shall notify the Agency's Site Lead and the SCO of the discovery immediately and submit a SF364 ROD. The Agency will arrange for pick up and removal of such material. The finding of live small arms ammunition mixed with ESACCs does not constitute and explosives or munitions emergency that would require EOD support or automatically invalidate its explosive safety. Live small arms ammunition found must be placed in a metal box (e.g., ammunition box) or other suitable container and returned to the nearest military installation/locale law enforcement agency for disposition. The SCO can assist in this situation.

I.4 Radioactive Property:

Performance of this contract does not require nor authorize the Purchaser to handle radioactive property. Despite all best efforts by the Government, should property activate a radiation detector alarm; the Purchaser shall immediately take the necessary action for protection of personnel and property. This shall include the evacuation and security of the immediate area. The Purchaser shall not attempt to handle or move the suspected property until a technically qualified trained Government representative investigates the incident. The Purchaser shall notify the Agency's Site Lead and the SCO of the discovery immediately and submit a SF364 ROD. The Government will arrange for pick up and removal of such material.

I.5 Hazardous Waste:

Performance of this contract does not require nor authorize the Purchaser to handle Hazardous Waste (HW). Despite all best efforts by the Government, should HW be discovered after receipt, the Purchaser shall immediately take the necessary action for protection of personnel and property. The Purchaser will immediately contact the SPOC and SCO. Purchaser must provide analytical showing property to be a HW. SCO will provide a list of approved TSDF facilities in the area and direct the Purchaser to transport the HW to the approved TSDF for disposal. Purchaser will create a HW manifest and list the generating DOD Installation as the generator on the HW manifest that is destined to the authorized disposal TSDF. The generating DOD Installation will sign as the generator on the HW manifest or authorize in writing that the recycling facility of purchaser can sign the manifest on behalf of the generator. Purchaser will adhere to all Federal, State, and local regulations regarding the transport and disposal of HW.

Purchaser will submit an SF364 ROD to SCO within three business days after disposal. Purchaser can submit a request for equitable adjustment (REA) for reimbursement of costs associated with transport and disposal of HW. Purchaser must provide documentation/receipts for items requested for reimbursement (a copy of the return HW manifest, disposal fees, etc.). SCO will review and make a final decision within 30 business days of REA.

I.6 Demilitarization Code Assignment

Other DoW agencies have the responsibility to identify property that requires Demilitarization/Mutilation by assigning the applicable Demilitarization Code. Due to changes in requirements, these codes are subject to change without notice. The Agency has no control over the Demilitarization coding of individual items or commodity streams. The Agency's customers determine material for turn-in. The Agency cannot forecast future commodity streams or quantities. Historical quantities are provided for planning purposes only and are not indicative, warranted, or guaranteed in any form that may indicate future commodity streams or quantities delivered under this contract.

I.7 Foreign Attachment

Most SCLs include foreign attachments as part of the total weight. The weight of foreign attachments is an important factor in determining bid amounts. Foreign attachments are not dunnage or miscellaneous debris.

I.8 Miscellaneous Debris and Dunnage:

Any open container is susceptible to miscellaneous debris, which may include but shall not be limited to cardboard, dirt, sand, snow, water, rocks, glass, rubber pieces, wood chips, etc. Miscellaneous Debris and Dunnage shall be no more than 5% of the total SCL weight per removal. Amounts in excess of 5% will be brought to the SCOs attention by initiating a SF364 ROD. The weight of miscellaneous debris and dunnage is an important factor in determining bid amounts.

I.9 Standard Form (SF) 364 Report of Discrepancy (ROD):

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

I.10 Title Transfer:

Title shall transfer when the DLA Form 1367 is released by the Government and accepted by the Purchaser or their agent as indicated by their respective signatures, on both forms, when removed from Government premises.

I.11 Notice of Default:

In the event of a material breach or default of the respective duties in the performance of this contract, the Agency will serve written notice upon such material breach. The Agency reserves the right, based on the severity of the default, to pursue lesser means of resolution to the default other than written notice. The Notice of Default, regardless of form, will provide corrective actions (cure) that must be taken and a date specific (cure date) to be completed. Failure to submit payment in full for monthly billing statements is directed by Treasury and DFAS Policies and the SCO has no discretion but to exercise actions stated in Section H above.

The SCO will, based on the severity of the default, choose to:

- Resolve through informal discussions.

- Request the Purchaser to provide a written plan of action on how the default will be corrected, a specific date to be completed, and what procedures will be implemented to prevent reoccurrence of the default. (Show Cause)
- Assess Liquidated Damages, normally in the form of storages charges or actual cost of repair.
- Terminate the contract.

The Agency may take any, a combination, or all, of the following actions to satisfy its claims for any non-payments or other damages:

- Present a claim against Purchaser.
- Present a claim upon any other applicable insurance or surety policy.
- Seek appointment of a receiver or trustee for Purchaser.
- Seek monetary damages, restitution or any other legal or equitable remedy to which it is entitled.
- Assert any other right, claim, or remedy available pursuant to the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109).

I.12 Response to Notice:

Except as otherwise provided, the default will be cured within 14 calendar days of such notice, referred to as the cure period. However, the notice may provide a longer cure period. The SCO may withdraw the notice within the cure period or extend the cure period in writing.

I.13 Termination for Default:

Termination shall be effective immediately upon written notice by the Government to the Purchaser (breaching party) served upon or after the date of such decision. If the Purchaser is terminated for default, the Purchaser is put on notice that this acts as a Sales Contracting Officer's Final Decision (SCOFD). If the Purchaser did not receive notice of its appeal rights with the letter terminating its contract for default, the following rights apply:

Appeal Rights - This is the final decision of the Contracting Officer. You may appeal this decision to the Armed Services Board of Contract Appeals (ASBCA). If you decide to appeal, you must, within 90 days from the date you receive this decision, mail, or otherwise furnish written notice to the ASBCA and provide a copy to the Contracting Officer from whose decision the appeal is taken.
The notice shall indicate that an appeal is intended, reference this decision, and identify the contract(s) by number. With regard to appeals to the agency board of contract appeals, you may, solely at your election, proceed under the board's small claim procedure for claims of $50,000 or less or its accelerated procedure for claims of $100,000 or less. Instead of appealing to the ASBCA, you may bring an action directly in the United States Court of Federal Claims (except as provided in the Contract Disputes Act of 1978, 41 U.S.C. §7102, regarding Maritime Contracts) within 12 months of the date you receive this decision

J COMPLIANCE WITH GOVERNMENT REGULATIONS

J.1 Bureau of Industry and Security (BIS):

The BIS advances U.S. national security, foreign policy and economic objectives by ensuring an effective export control and treaty compliance system, and by promoting continued U.S. leadership in strategic technologies. BIS accomplishes its mission by maintaining and strengthening adaptable, efficient, effective export controls and treaty compliance systems, along with active leadership and involvement in international export control regimes. If required, on Destination Control Statement BIS form 711 (All exports of CCL not designated as EAR99, unless export is made under License Exception BAG or GFT, the minimum BIS statement is as follows: "These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end- user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from U.S. Government or as otherwise authorized by U.S. law and regulations." https://www.commerce.gov/bureaus-and-offices/bis

U.S. Export Administration Regulations (EAR) - Links to important EAR information for exporters. https://www.state.gov/strategictrade/resources/c43182.htm. U.S. Department of Commerce, Bureau of Industry and Security https://www.commerce.gov/ Bureau of Industry and Security Mission: Advance U.S. national security, foreign policy, and economic objectives by ensuring an effective export control and treaty compliance system and promoting continued U.S. strategic technology leadership. https://www.bis.doc.gov/

The Purchaser warrants and covenants that none of the items identified in the Public Sales offering and listed on its Public Sales contract shall be directly or indirectly used or disposed of for military use or exported unless a full disclosure of the origin of the property is made by the Purchaser.

Once title transfers, the Purchaser shall consult with Department of State and Department of Commerce export control regulators if there are doubts about the type of export controls that apply to any item, regardless of DEMIL code. The Purchaser may request a formal Commodity Classification from the Department of Commerce, Bureau of Industry and Security, or submit a General Correspondence request to the Department of State, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the Bureau if Industry and Security website at https://legacy.export.gov/csl-search.

The Purchaser shall comply with U.S. export control laws and regulations. The Purchaser is referred to the EAR including parts 732, 736 and 746. The Purchaser is advised that USML and CCL items may not be sold in foreign countries or to foreign persons unless there is compliance with Department of State/Commerce licensing requirements, or a proper determination is made that no license is required.

The Purchaser shall notify all subsequent Purchasers, in writing, of their responsibility to comply with U.S. export control laws and regulations. The Purchaser shall refer buyers in writing to the EAR, and provide them guidance and information in subchapter C, parts 732, 746, and 736. Specifically, the Purchaser shall advise buyers that exports of these items may require licenses when destined to certain prohibited entities or destinations and this property may not be re-exported or transferred in contravention of the General Prohibitions specified at 15 CFR Part 736.

The Purchaser is cautioned that prior to resale of the property acquired under this contract, they should become familiar with their customer and the purposes for which it is acquiring the property. The US export control regulations specified above may apply to subsequent transactions of the property. The Purchaser shall obtain a statement from the buyer, containing information similar to that contained in the Government's EUC, and must check any prospective buyer to ensure the buyer is not on the Department of Commerce proscribed party list (entity and person), and prohibited country list; that the transfer shall not violate 15 CFR Part 736 and issue a destination control statement in accordance with the EAR. Additional Information on managing exports of CCL items can be found at the Bureau if Industry and Security (BIS) website at https://legacy.export.gov/csl-search.

The Purchaser shall retain all relevant export control information on file for all prospective resale buyers and transactions. The Agency or any other U.S. Government entity including investigative and enforcement agencies must make this information available for review. Failure to obtain and maintain such data may result in a negative determination of responsibility and prevent participation in future Public Sales contracts with the Government. Purchaser shall refer to the BIS website provided above, for information on compliant export management policies.

K PURCHASER RESPONSIBILITIES

K.1 Scrap Yard Activity:

Purchaser will be required to conduct all activities performed at the location's scrap yard in accordance with OSHA, EPA and other federal regulations as well as maintaining the yard in accordance with Agency and local installation policies.

K.2 Weighing:

Government is responsible for loading. Purchaser will use the on-site Certified Government Scale(s), for all material leaving an Agency location. In the event a Certified Government Scale is unserviceable, the nearest Certified Scale shall be used at Purchaser's expense. All weighing shall be observed by both parties, recorded on a DLA Form 1367 (filled out by Government personnel) and signed by both parties at the time of release. Weight tickets shall accompany the DLA Form 1367.

K.3 Letter of Authorization (LOA):

Purchaser will provide DLA Form 2538 Sales Contract Letter of Authorization (LOA) to the SCO and the location's Sales POC, for any contracted transportation picking up property on the Purchaser's behalf.

K.4 Purchaser shall not be allowed to sell material at Agency locations:

All sales of material must occur after removal from the Agency's location or RIP location. For property removed from Agency locations or RIP locations the Purchaser is not limited to the number of processing facilities. All processing facilities will be identified on DLA Form 2536 (SOI).

K.5 Purchaser Use of Subcontractors:

Purchaser may sub-contract with other entities to perform the special terms and conditions required for removal of scrap at Agency locations. All subcontractors shall be approved by the Government and shall comply with all terms and conditions of this IFB. Subcontractors shall be vetted through the same process as the Purchaser as described throughout this IFB. Material may also be processed at subcontractor facilities approved under the terms of this IFB. Failure of subcontractors to perform the special terms and conditions required under this sale are grounds for default and shall result in termination if not cured. The Purchaser's contract with the subcontractor must include Sales by Reference, Part 5, Article C, subparagraphs a through c.

L CONTRACT COMPLIANCE, AUDITS AND REVIEWS

L.1 Compliance with Applicable Laws and Regulations:

Purchaser shall comply with the requirements of all applicable federal, state, installation, and local laws, regulations, ordinances, directives and instructions connected with the performance of this contract, including without limitation such requirements pertaining to income and payroll taxes, environmental matters, occupational safety and health, and retention of business documents and records.

L.2 Licenses and Permits:

Purchaser shall obtain any necessary licenses and permits, and comply with all federal, state, and local laws and regulations in connection with the performance of the work. This responsibility requirement shall be a matter of inquiry during the SCO's pre-award evaluation of the bidder's capability to perform the contract satisfactorily. It shall also be a continuing matter of inquiry by the SCO during the performance of the contract.

L.3 Duties of Care and Loyalty:

The Purchaser shall not cause or permit any action or omission in the course of performing the contract that constitutes gross negligence, recklessness or intentional harm. Purchaser shall carry out their responsibilities under the contract with honesty, good faith and fairness toward the Agency.

L.4 Prohibited Activities:

Purchaser shall not undertake the following activities without written permission from the SCO, for which permission may be granted or withheld by the Agency in the exercise of its sole discretion:

Enter contracts or other arrangements that would assign all or a substantial portion of responsibility for and control of performance of the contract to another party or parties, without the prior written approval of the Agency which shall consider such request in accordance with the Assignment of Claims Act of 1940, as amended, 41 U.S.C. sec. §6305, and the Government's best interest. In the event of any improper assignment without the written approval of the Agency, this contract shall be terminated at the option of the Government in the exercise of its sole discretion.

L.5 Purchaser’s Cooperation in Investigations/Audits/Compliance Reviews:

Purchaser agrees to cooperate fully with all federal, state and local authorities when informed by the Agency of an ongoing investigation, compliance reviews or audits. Purchaser agrees to provide the Agency with all requested information regarding material or information relating to the Purchaser’s buyers or subcontractors. Purchaser shall make all sales records pertaining to such investigations available to the Agency at the earliest available opportunity but no later than three (3) business days from the date of the request. Requests for information shall be provided in electronic format when possible. Purchaser personnel with knowledge of the particular subject matter shall be available to cooperate with any investigation, compliance review or audit. The Agency will not reimburse for any expense incurred to comply with federal, state or local requirements. The Agency may provide an equitable adjustment for costs incurred to comply with new requirements within the scope of the existing contract.

L.6 Purchaser Record Retention:

Purchaser shall make all books, records, documents and other supporting evidence available to satisfy contract administration and audit requirements by any Government agency identified by the SCO. Records shall be made available for six (6) years after the last removal is concluded, or for such period as Purchaser, for its own purposes, retains its books, records, documents and other supporting evidence, whichever is longer.

L.7 Records Maintenance:

Purchaser shall maintain all records accurately and in a manner that shall allow clear and accurate auditing.

L.8 Inspection of Records and Workplace by Government:

The Government has the right to audit the records and inventory to review Purchaser’s operations. The audit may consist of a complete or random sample examination.

L.9 Contracts with Third Parties:

Purchaser shall ensure that all contracts entered shall expire or terminate within each Performance Period. This means contracts with third parties shall expire or terminate no later than at the end of the performance period.

L.10 Disputes:

Any contract awarded from this sale is subject to the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109).

L.11 Alternative Dispute Resolution (ADR):

The parties agree to use their best efforts to resolve any disputes that may arise without litigation. If unassisted negotiations are unsuccessful, the parties shall use Alternative Dispute Resolution (ADR) techniques in an attempt to resolve the dispute. If the ADR is not successful, the parties retain their existing rights. If the Purchaser refuses an offer for ADR, the Purchaser shall inform the SCO in writing of the Purchaser’s specific reasons for rejecting the offer. Litigation shall only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

M MISCELLANEOUS PROVISIONS

M.1 Binding Effect:

Subject to the restrictions on transfers and encumbrances set forth, this contract shall ensure to the benefit of and be binding upon the Agency and the Purchaser and their respective legal representatives, successors and assigns. Whenever this contract refers to any party, such reference shall be deemed to include a reference to the legal representatives, successors and assigns of such party.

M.2 Notices:

All notices, demands, requests, consents, approvals, declarations, reports and other communications required with regard to this contract shall be in writing except as otherwise provided and addressed to the SCO.

M.3 Severability:

If any provision of this contract or the application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this contract and the application of such provisions to other persons or circumstances shall not be affected and the intent of this contract shall be enforced to the greatest extent permitted by law. The SCO may in the exercise of his/her sole discretion cause termination by notice served within 30 calendar days of the date upon which such judgment becomes final, such termination to be effective five (5) calendar days after the date of service of such notice.

M.4 Headings:

The headings appearing in this contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any article or section of this contract.

M.5 Survival:

The rights and obligations of the parties under this contract shall survive for a period of six (6) years after the completion of the wind-down period.

M.6 Waiver:

No consent or waiver, expressed or implied, by any party to or of any breach or default by any other party in the performance by such other party of its obligations under this contract shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party under this contract. Failure on the part of any party to complain of any act or failure to act by any of the other parties or to declare any of the other parties in default, regardless of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

M.7 Force Majeure:

The parties shall be excused for the period of any delay in the performance of any obligations under this contract when prevented from performing such obligations because or causes beyond their reasonable control, including, without limitation, civil commotion, war, invasion, rebellion, hostilities, military or usurped power, sabotage, pestilence, riots, fire or other casualty or acts of God.

Upon occurrence of a Force Majeure Event claimed by either party, one party to this IFB shall promptly notify the other that a Force Majeure Event has occurred, its anticipated effect on performance, including its expected duration. If either party can provide evidence to the satisfaction of the other of any event or combination of events beyond its reasonable control, it will be entitled to relief from performing the obligations affected by the said event under this IFB for such period as the event or combination of events continues to prevent performance.

The party claiming the Force Majeure event shall furnish to the other periodic reports regarding the progress of the Force Majeure Event. The party claiming the Force Majeure event shall use reasonable diligence to minimize damages and to resume performance as well as to avoid, overcome, or minimize wholly or partly the effect of any Force Majeure event upon the performance of its obligations under this IFB. Neither the Agency nor the Purchaser shall be entitled to claim relief in respect of any period during which it could have complied with any obligation (or any part thereof) by using its best endeavors to avoid, overcome or minimize wholly or partly the effects of the said event or combination of events.

M.8 Use of the Agency Name and Public Communications:

Purchaser shall not use the name of the Agency, DLA or DoW or its logos for any marketing or other purposes without the express prior written consent of the Agency, which consent may be withheld for any reason whatsoever and is subject to the sole discretion of the Agency. Purchaser shall not publicly denigrate the surplus material disposition program of the DoW or the conduct thereof by the Agency. Purchaser agrees to coordinate public releases with the SCO. The Purchaser shall refer all inquiries concerning this contract to the SCO. Under no circumstances shall any statement be released to the news media directly from the Purchaser or any agents of the Purchaser. Purchaser shall immediately notify the SCO if contacted by the media. Purchaser shall not release information regarding this IFB, resulting contract(s), relationships, or activities except when required by legal authorities.

The Purchaser will keep all data, reports or other information relating to the contract confidential. The release of all such information is conditioned on Agency prior written approval with this being limited to the extent that the otherwise confidential information is already in the public domain by acts of other parties (FOIA) or that the Purchaser is ordered by competent judicial or administrative authority to disclose the information.

The Agency requires the Purchaser to be obligated to notify the Agency immediately upon receipt of such an order. The Agency requires the Purchaser not to share information related to the contract in any forum in a way that would create a conflict of interest with or otherwise adversely affect the Agency.

M.9 Tense and Gender:

Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neutral gender is used inappropriately in this contract, this contract shall be read as if the appropriate gender had been used.

M.10 Entire Agreement and Modification:

This contract, and the materials incorporated herein by reference, constitute the entire agreement between the parties regarding the matters contained in this contract. If there is any inconsistency between the terms of this contract and those of any Appendix, Schedule or Exhibit, the terms of this contract shall govern. There are no promises or other agreements, oral or written, express or implied, between the parties other than as set forth in this contract. No change or modification of, or waiver or compromise under, this contract shall be valid unless it is in writing and signed by a duly authorized representative of the party against which it is to be enforced. Purchaser understands and agrees to submit a written request for contract modification to the SCO prior to effecting any change from that stated in its technical proposal (including any Resale Buyers identified therein), and/or sale of Government material-item bid page, whether occurring before or after the release of the material. Purchaser further agrees not to effect such changes without first receiving the written approval of the SCO.

M.11 Computation of Time:

In calculating, any period prescribed or allowed by this contract, the day of the act, event, or default from which the designated period begins to run shall not be included. The last day of the period so computed shall be included unless it is not a business day, in which event the period runs until the end of the next business day.

M.12 Electronic Communication:

The Agency and Purchaser shall facilitate the delivery of all written communication, Reports, Statement of Accounts, and other required reports to the extent practical by electronic mail, file transfer or facsimile, rather than by delivery by United States Postal Service or other courier means. All electronic communication shall be clearly identifiable by IFB, contract number and specific Site Code when applicable in the subject line of E-Mails, file names and on coversheets of facsimiled (Faxed) documents.

M.13 No Reimbursements:

There shall be no reimbursement to the Purchaser under this contract except for the limited circumstances related to reimbursement of actual expenses incurred for return of property directed by the Government. At no time shall the Government pay the Purchaser to take material offered. This is not a service contract administered in accordance with the FAR. This is a contract for the sale of scrap pursuant to provision in Title 40, U.S.C., Chapter 5. The Government is not responsible for any indirect or inconsequential expenses related to performance under this contract. The measure of the Government's liability, in any case where liability of the Government to the Purchaser has been established, shall not exceed refund of such portion of the purchase price as the Government may have received. Purchaser may be required to attend special training, seminars, instructions, classes, safety orientations, etc., provided by the Government or to provide information to perform work or gain access to the location. Example: Pass and ID requirements, antiterrorist training, and/or equipment training.

The Agency has the discretion to determine the items to be sold to Purchaser regardless of federal Supply Code or location. Purchaser has no right to any property that is not issued under the terms of this contract. The Agency reserves the right to sell property that otherwise could be issued under this contract through other offerings or contract means.

All property covered under this contract is being sold as is, where is, with no warranty or guarantee of use or salability expressed or implied. No request for adjustment in price for any item or rescission of the sale will be considered.

This is not a requirements contract requiring the delivery of all the Agency's excess and surplus generations of a particular type of property at a location. In this contract, the Agency is obligated to sell the "Minimum Guaranteed Qty" as specified in section A.4, Table 1.

The future volume, quality, condition, market value, types (i.e., distribution of property referrals across Federal Supply Classes (FSCs), and geographic concentrations (i.e., referrals for sale at delivery points) of the property cannot be predicted. Applicable statutes, regulations, policies and inter-service agreements govern whether the disposition of particular items of surplus is through the Agency or through other disposition methods. The volume and nature of the property referred for sale under this contract could be affected by such changes.

The items in this IFB are offered for sale as is and where is in accordance with Condition 2, Part 2, Sale of Government Property General Sales Terms and Conditions, Defense Logistics Agency Disposition Services, Sale by Reference, incorporated by reference herein. The Government makes no warranty, expressed or implied, regarding information provided relating to the possible presence of potentially regulated material.

M.14 Market, Resale and/or Export:

The Government does not imply that the scrap residue offered is marketable, eligible for resale, or permitted for export to other countries:

- Chapter 39 of Title 22, United States Code (U.S.C.), also known as "The Arms Export Control Act (AECA)"
- Parts 120 through 130 of Title 22, Code of Federal Regulations (CFR), also known as the International Traffic in Arms Regulations (ITAR), and
- Parts 730 through 774 of Title 15, CFR, also known as the Export Administration Regulations (EAR)" may apply to the entry, export or re-export of property offered for sale under this IFB.

This is not a sale by sample. The Purchaser shall not reject property issued under the terms of this sales contract, unless an item is outside the scope of the sales contract. Purchasers' opinion on whether the property is able to clear customs, sell or market, or the availability of customers for items has no bearing on whether the Government considers the property excess. No changes, modifications, or reductions of price will be applied. Under no circumstances is culling for effecting partial or incremental removals authorized.

N GOVERNMENT REQUIRED REPORTS

N.1 Government Use of Purchaser Reported Information:

Purchaser agrees the Government may use all reported information, as it deems necessary in the execution of its operations. This may entail but is not limited to public disclosure of information.

N.2 Contract Performance Report (DLA 2533):

The Agency will complete a DLA Form 2533 Contract Performance Report (CPR) and submit to the SCO for any issue in questions to receive resolution.

O ADDITIONAL CONTRACT ADVISEMENTS

O.1 Public Law Pertaining to Location Operations:

Prospective bidders shall note that work performed on Government premises, such as at field locations and other delivery points, may be subject to the provisions of Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c) (2)) and Executive Order 11755, December 29, 1973 (convict labor), and/or the Contract Work Hours and Safety Standards Act (40 U.S.C. §3701-3708) and regulations of the Secretary of Labor there under (overtime compensation).

O.2 Public Law Pertaining to Material:

Prospective bidders shall also note that there are certain Public Laws that may affect the flow of material. The Food, Drug and Cosmetic Act, 21 U.S.C. 311 et seq. and regulations promulgated there under forbid the sale of adulterated or misbranded medical devices.

O.3 Resource Conservation and Recovery Act (RCRA) Notice:

Environmental Protection Agency (EPA) Hazardous Waste Regulations, 40 CFR Part 260 et seq. published at 45 Federal Register 33063-33285, May 19, 1980, became effective on November 19, 1980. These cradle-to-grave regulations detail the responsibilities of generators, transporters, treatment facilities, storage facilities, and disposal facilities of hazardous waste. Civil and criminal penalties are available for noncompliance. The Agency does not intend to transfer any RCRA regulated hazardous waste under this contract as regulated waste is disposed of under the Agency's hazardous waste contracts. However, the Agency can make no representations as to when and under what circumstances federal, state or local environmental regulations may be applicable to material transferred to and held by the Purchaser.

O.4 Chemical Agent Resistant Coating (CARC) Paint:

Purchasers are cautioned that some items are, likely to contain, or be coated with a chemical agent resistant coating containing trivalent chrome, lead, cobalt-zinc hexamethylene diisocyanate and other chemicals which are a hazard to human health if not processed properly. The Government brings the following precautions/warnings to the attention of Purchasers who plan to apply the CARC paint or disturb the coating on the material in any way:

Airline respirators shall be used during application processing (applying/sanding/torch cutting, etc.) unless air sampling shows exposure to be below OSHA/host Government standards, then a chemical cartridge air-purifying respirator shall be used.
CARC paint shall be isolated from heat, electrical equipment, sparks and open flame during storage or application.
Local exhaust ventilation shall be used for inside processing.
Exposure to vapor/mist/dust or fumes can cause irritation to respiratory tract (lung, nose and throat), edema, dermatitis, dizziness, rash, itching, and swelling of extremities, eye irritation or damage to nervous system, kidney or liver.
Coating may be fatal if swallowed.

O.5 Pollution Prevention and Right-to-Know Information Definitions (As used in this clause):

Priority chemical means a chemical identified by the interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

A Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65. Executive Order 13148 requires federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

The Purchaser shall provide all information needed by the federal facility to comply with the following:

The emergency planning reporting requirements of Section 302 of EPCRA.
The emergency notice requirements of Section 304 of EPCRA.
The list of Safety Data Sheets required by Section 311 of EPCRA.
The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.
The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.
The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Section 502 and 503 of Executive Order 13148.

O.6 End Use Certificate (EUC) DLA Form 1822 Disposition and Use of Property:

Two (2) authorized end uses 1. Reloading and 2. Recovery of material content.

The Purchaser represents and warrants that the ultimate destination, use, and disposition of the property shall be in accordance with the EUC submitted and approved by the SCO.

When property is annotated "Cat II" in the item description, changes to the Purchasers EUC will require the prior written approval of the SCO.

The Purchaser further agrees to notify in writing any and all subsequent Purchasers or Receivers of this property regarding the provisions of this article and of the Purchaser's EUC relative to the authorized destination; the requirement for approval by the SCO of any change of such destination prior to exportation thereto; the specific United States restrictions on exports and re-exports directly and indirectly to denied areas or other prohibited destinations that may have been specified in this contract; the documentation (e.g., IC/DV documents, lading certificates, answers to follow-up requests) that may be required; and the United States sanctions against violators. Subsequent Purchasers and Receivers must also agree to make similar notification to its Purchasers and Receivers. Any unauthorized disposition of the property shall be the responsibility of such sub- Purchaser or sub-receiver and, where at fault, of the original Purchaser from the United States.

When property purchased under a single contract is intended for more than one destination, the Purchaser agrees to submit, with the EUC, a listing of those items specifying quantities intended for each destination and consignee. The Purchaser further agrees to furnish the listing referred to herein with each request for approval of a change in destination. Whenever requested by the SCO to furnish information regarding the actual disposition made of the property awarded to the Purchaser, the Purchaser agrees to furnish the requested information within 30 calendar days after the date of the request.

On those items requiring resale approval, the Purchaser agrees to maintain detailed records of their disposition and to provide such records to the SCO whenever requested. The Trade Security Control actions required by paragraphs (a) through (c) of this article will be applied to all items included in the original sale. Resale breakdowns of such sales will still be subject to the same control requirements applicable to the original sale.

P DEFINITIONS

Actual Cost: An amount determined based on the cost incurred.

Alternative Dispute Resolution (ADR): Any procedure (for example, mediation, conciliation, facilitation, fact-finding, etc.), or any other method to which the parties agree for resolving issues in controversy, except the term does not include unassisted negotiations.

Breach: The failure of a contracting party to perform their obligations according to the terms of the agreement.

Business Day: Any day that is not a Saturday, Sunday or a Federal Government observed holiday. The holiday is observed on the preceding Friday or the following Monday when the holiday occurs on Saturday or Sunday, respectively.

Business Hours: Installation specific normal hours of operations for this contract are available upon request from the SCO. This contract is for various military and Government activities of which may have different work schedules. Excluding weekends and observed or declared federal holidays, the Purchaser agrees that, for the portions of work performed on a Government installation, the services shall be provided during the normal hours of operation for the installation.

Container: Any portable device with lid in which a scrap material is stored, transported, disposed of or otherwise handled. Otherwise known as Roll-offs, dumpsters, hoppers, dump-bins, bins, tri-walls, crates, etc.

Day: A calendar day (except when identified as a business day, which excludes the weekend and holidays).

Default: Failure to comply with the terms and conditions of the agreement by intentional action, inaction or neglect. According to the law of obligations and banking law, means to refuse to pay a debt when due. Shall be used in this contract to mean breach.

Demilitarization Code (DEMIL Code): A single character alpha code assigned by the Item Manager identifying the degree of DEMIL necessary prior to accomplishing final disposition of an item.

DEMIL Code A: Non-United States Munitions List (USML)/Non-Commerce Control List Items (CCLI) – No Demilitarization required. No Trade Security Control Assessment/Clearance required. Department of Commerce (DOC) may impose licensing requirements for certain destinations.

DLA Disposition Services (Agency): The organization vested with operational command and administration of the disposal solutions for Department of War (DoW) surplus material.

DoW: Department of War.

Disposal Turn in Document Number (DTID): A 14-position alpha/numeric combination used to identify a line item of material consisting of Department of War (DoW) address code, Julian date and serial number. The DD Form 1348-1A/2 is the standard document for turn-in of material.

Dunnage: Loose materials placed around cargo to prevent shifting or damage while in transit. Materials may include, but limited to, padding, cardboard, wood, packaging, Styrofoam, strapping, and paper.

ESACC: Expended small arms cartridge casings (ESACC) are cartridge cases from small arms ammunition (i.e., ammunition without projectiles that contain explosives (other than tracers), that is .50 caliber or smaller, or for shotguns) used in live-fire training or testing and collected after use during operations. Section 346 refers to ESACC as "fired cartridge cases," and ESACC are often referred to as brass cartridges.

Export Administration Regulation (EAR): A set of rules and regulations as well as legal protocols related to United States export control law. EAR is largely a legal document that defines the type of products and data that can be lawfully exported. Its aim is to ensure national security by incorporating commercial and research aims.

Federal Supply Class (FSC): A commodity classification code primarily used in the National Stock Number (NSN). The first two (2) digits of the code identify the group, and the last two (2) digits identify the classes within the group.

Generator: The activity that produces the excess, surplus, foreign excess or other material; usually the entity formerly in physical possession and/or control of the material.

Hazardous Material (HM): Any material that is capable of posing an unreasonable risk to health, safety, and material during transportation in the United States. Overseas, HM is defined in the applicable Final Governing Standards or Overseas Environmental Baseline Guidance Document, and/or host nation laws and regulations.

Hazardous Property (HP): It is typically used to describe substances and materials that are dangerous, including flammables, explosives, irritants, sensitizers, acids, and caustics, even when such materials may be relatively harmless in diluted concentrations.

Hazardous Waste (HW): Any material regulated under the Resource Conservation and Recovery Act (RCRA) or state regulation as a hazardous waste.

Invitation For Bid (IFB): An offer for bid submission.

Line Item: A single line entry on a reporting form that indicates an item of material located at any one activity having the same description, condition code and unit of issue cost. A line item may be comprised of one or multiple units of issues.

Local Stock Number (LSN): A locally assigned identification number for an item with no National Stock Number (NSN) assignment.

National Item Identification Number (NIIN): A 9-digit number (immediately following the FSC) assigned to an item of supply that differentiates it from other items of supply.

National Stock Number (NSN): A 13-digit number consisting of the 4-digit FSC and the 9-digit NIIN that is assigned to identify an item of supply within the materiel management function.

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

Receipt In Place (RIP): Material being held at a location outside the Agency network although on the Agency accountable record during the disposal process and safeguarded by the Generator.

Rubbish or Refuse: Trash, garbage, other unwanted things, things that are worthless or of very poor quality.

Sales Contract: An agreement between two (2) parties that binds both parties and transfers title of specified type and quantity of material.

Sales Contracting Officer (SCO): A duly appointed individual granted the authority to sell surplus and foreign excess personal material by various prescribed methods of sale.

Standard Waste and Scrap Classification (SCL) Codes: SCL codes are used to classify scrap into its proper scrap commodity group to obtain maximum sales potential and to provide a uniform method for maintaining accounting records.

Trash: Discarded, unwanted or worthless material or objects.

Usable Material: A designation assigned by or with the approval of the Agency personnel meaning that the item has value in excess of that of the item's material content.

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