

CHAPTER 4 - NATIONAL ITEM DESCRIPTIONS

A. REPORTING PROPERTY FOR NATIONAL SALE

1. Referrals. DRMO referrals normally use the Specialized Commodity Groups Codes. DRMOs normally include property from only one group in a referral.

2. List Number. DRMOs normally refer property within 30 days after completion of screening. Include a list number composed of the DRMO assigned RIC, the fiscal year when the sales referral is transmitted to the NSO and a consecutively assigned serial number in the referral.

3. Hazardous Property Sales Referral Certification (DRMS Form 1920). Each sales referral of hazardous property must reflect that a completed and signed certification is in file. In addition, "not applicable" is not an acceptable comment. Hazardous material referrals must indicate whether the DD Form 1348-1A contains certification that the packaging of the property either meets or exceeds packaging requirements. If the certification states that the packaging is substandard to DoT specification, or if there is no certification on DD Form 1348-1A, the referral must so reflect. This will be accomplished as a "Note" under each item description on the sale referral. (Example: **"NOTE: The DD Form 1348-1A reflects that the containers are substandard to DoT packaging requirements."**)

4. DEMIL Property Sales Referrals.

a. Property to be sold with DEMIL as a condition of sale or critical FSG/FSC items and FSCAP items to be sold with mutilation as a condition of sale. DRMOs will e-mail or FAX requests to offer this property for sale with DEMIL or mutilation to be performed as a condition of sale to the DEMIL Business Unit, DRMS-TSD, for approval. The request will include the NSN, nomenclature, quantity, DEMIL Code, DEMIL or mutilation instructions and where the DEMIL or mutilation is proposed to be performed (DRMO or off-site). DRMS-TSD will coordinate with the DEMIL Center and the Scrap Business Unit to determine the best method of DEMIL or mutilation performance—either by the DEMIL Center or as a condition of sale in place at the DRMO. The FAX number is DSN 661-4759.

b. Include the following in the sales referral when demilitarization is to be accomplished as a condition of sale:

(1) Noun.

(2) NSN, if applicable.

(3) Manufacturer and manufacturer's part number, if available.

(4) Serial numbers, if applicable.

(5) Quantity (include weight of demilitarized residue that will be released to the sales contractor).

(6) Unit of issue.

(7) Method and degree of required demilitarization. Include the following prohibition: "The use of precision cutting torch fixtures, precision cutting saws, or precision tool of any kind to minimize mutilation is forbidden".

c. Prior to cataloging the material for sale, DRMO/NSO Sales Chief will assure that detailed demilitarization and surveillance plans are prepared and fully coordinated with DRMS-TSD.

d. See Supplement 4 for guidance regarding evaluating a DEMIL sales referral.

B. GENERAL GUIDELINES FOR NATIONAL SALES PROPERTY DESCRIPTIONS.

DRMOs are responsible for writing property descriptions. Prepare descriptions from physical inspection of the property, research of records, service catalogs, stock lists and any other relevant data. Descriptions should be complete, clear, accurate, and convey a mental picture of the property. Use the best available descriptive information, including NSNs, part numbers (P/Ns), and DEMIL codes to describe items. For Industrial Plant Equipment you should include the Production Equipment Code (PEC) number. Estimated weights, packaging and shipping information and suggested uses can also be valuable to potential bidders. Other data not contained in the sample descriptions may be added; however, omit extraneous information that will not enhance property descriptions or proceeds. Descriptions contained in IFBs often are the entire basis upon which a potential bidder will determine the extent of his interest in property offered for sale.

1. Qualifying Terms. When appropriate in the descriptions, use qualifying terms such as:

a. "Consisting of"—Use this term when offering a single homogeneous grouping of property. Such property will normally be offered as an itemized lot.

b. "Including"—Use this term only where a large variety of property is being offered as a single sales line item. Offerings of this type are normally offered as a narrative lot.

c. "Residue"—Use this term only to describe the remainder of a system or item after parts and/or components have been removed. Keep the use of this term to a minimum.

d. "Parts Missing"—Use this term only to indicate major items that are missing. Carefully inspect property, review maintenance records and turn-in documents, and note all damaged and missing major parts. In the case of vehicles for example, transmissions, axles and generators are considered major parts. Spare tires will not be listed as missing when they are not available; however, when they are available, the description should so indicate.

e. "Repairs Required"— Since property is not always repairable, property descriptions should state the condition as used or unused, followed by a second classification of poor, fair, good or excellent.

NOTE: Do not use this term as it infers that the item is repairable.

f. "Packed"—Use this term when the item is in a carton, container, box or crate, and ready for a commercial carrier if properly labeled.

g. "Unpacked"—Use this term when the item is in a carton, container, box, crate, or skidded but is not suitable for transporting by commercial carrier without additional packing.

h. "Loose"—Use this term when the item is not in any type of bag, carton, container, crate or box, or if the item is laying on a pallet or by itself. Note: The terms "packed," "unpacked" and "loose" or in any combination can be used in a single description if appropriate to describe packaging information.

i. "Parts/Components"—The term "part" or "component" includes the individual pieces comprising a larger item.

2. "Same Description As"—Property offered on a "same description as" basis will be the same as the referenced item in all material respects including condition code, make, manufacturer's part or model number, packaging or quantity. When the condition code, make, manufacturer's part or model number, packaging or quantity varies from the referenced item but the identical description otherwise applies, use the phrase "same description except". When special circumstance conditions are included in the referenced item, use the phrase "same description and contract provisions as". The above procedure is applicable to property in either used or unused condition.

3. "Same Contract Provisions As"—In some instances, such as offering small arms brass, the special contract provisions become so extensive that they cover almost half a page of sales catalog space. When additional items use the same special contract provisions, type applicable articles on the first item in the sale.

From then on, use "Same Contract Provisions As Item," for remaining items in the sale which have the exact same articles.

4. Parcel Post Shipment. Items not exceeding 40 pounds or 84 inches combined (length and girth) may be shipped by parcel post. Offer this service in all 50 states and all territories and possessions of the United States where feasible.

5. Identify Basic Material Content. When relevant, identify/describe the basic material content especially when it is nonferrous, high-temperature, or precious metal. Questions regarding the specific metal content of such items should be referred to the NSO.

6. Minimum Acceptable Price. When precious metals bearing property is offered for sale, include the minimum acceptable price provision in the property description. (See this chapter, paragraph E43.)

7. Accurate Weight Item Description. Include accurate weight in item description. Provide estimated weight when you are unable to obtain actual weight.

8. Special Conditions of Sale. List any articles or special conditions of sale pertaining to the property after the property description.

C. SPECIFIC GUIDELINES FOR NATIONAL SALES PROPERTY DESCRIPTIONS.

When DRMOs prepare property descriptions, they should include all relevant information and comply with the following specific guidance:

1. Federal Supply Catalog Descriptions. Use Federal Supply Catalog descriptions, as well as descriptions developed for reutilization screening purposes, as a basic source of information in describing property for sale. Supplement these guides with more specific factual data, such as DEMIL code, year, model, vehicle identification number, part number, applicability, dimensions, composition, voltage, cycle, RPM, quantity or weight, and unit of measure, e.g., pound, kilogram, liter, each, etc., which will be obtained through physical inspection. When known include shelf-life expiration dates and, when relevant, provides basic material content.

2. Definite Quantities. State definite quantities when the quantity is known or can be ascertained by actual count or weighing. Otherwise, state estimated quantities, both of weight and number, based on the best available information. Adjustments for variations in the quantity or weight listed in the IFB are limited to:

- a. Term sales - fifty percent variation over or under.
- b. Property offered by weight - twenty-five percent variation over and under.
- c. Property offered by each, pair, etc., will not exceed ten percent over or under.

3. True Property Condition. It is extremely important to provide as accurate a statement as possible of the true property condition. Property condition is a matter of interpretation based on the technical knowledge and best judgment of the sales writer. Describe property as "unused" rather than "new." The word "new" implies that the property is in the same condition as it was when received from the manufacturer. This might induce a prospective buyer to bid without advance inspection. Because of age or deterioration in storage, the property may be in much less desirable condition than "new" would indicate. Although "unused" is the proper word for describing property that has never been used, it alone does not constitute an adequate description and must be supplemented by a qualifying statement of its condition. Examples of qualifying statements for unused property are "unused, excellent;" "unused, good;" "unused, fair;" and "unused, poor." Appropriate qualifying statements for used property are "used, good;" "used, fair;" and "used, poor."

4. Uncommon-Highly Technical Property. Written descriptions of uncommon or highly technical property should be supplemented by photographs or drawings. To describe the size of the property, indicate its actual dimensions or display it beside a ruler or other item to clearly portray its size. Normally, illustrations are not required for common standard commercial specifications of property such as nuts, bolts, screws or other common items.

5. NSN/LSN Identification. MLI/CCLI sales referrals must identify one of the following:

a. A NSN.

b. A FSC, valid part number and manufacturer's name, nomenclature which accurately describes the item, the end item application, and the applicable DEMIL code if the item meets the criteria contained in DRMS-I 4160.14, Vol. VII, Chapter 2, Paragraph A1b.

c. LSNs that do not meet the criteria in the preceding paragraph must have an extended description, preferably as much of the information contained in the preceding paragraph as is available, to enable validation of the assigned DEMIL code.

6. Accomplishment of DEMIL requires that DRMO DEMIL Coordinators identify general/specific DEMIL instructions, terms, conditions as a part of the sales referral. Requirements must be written in a clear, concise manner to ensure that DEMIL requirements are clearly communicated to the bidder. These requirements should be accompanied with illustrations/pictures that depict specific cut marks, whenever possible. This is essential to ensure that the bidder has a clear understanding of the DEMIL requirement and can take these requirements into consideration when submitting his/her bid. The certifier/verifier can ensure that DEMIL performance by the purchaser is consistent with the DEMIL requirements in the IFB sales terms and conditions.

D. SALES TERMS AND CONDITIONS.

1. General. DRMS-LM approval is required for any deviations from or changes to these conditions. Requirements for additional conditions must be coordinated with the DRMS-LM. When used in sales of foreign excess property, the conditions may be modified according to situations that are peculiar to overseas after coordination with assigned counsel.

2. General Sale Terms And Conditions. Use the General Sale Terms and Conditions, Standard Form 114C, and the Continuation of General Sale Terms and Conditions, DRMS Form 84, prescribed in the Sale by Reference (SBR) pamphlet, Part 2, in the sale of all surplus and foreign excess property (except by the retail sale method).

3. Special Conditions. In addition to the General Sale Terms and Conditions, the following are prescribed for use in IFBs:

a. Special Sealed Bid Conditions, Standard Form 114C-1, to be used in Sealed Bid sales, except term sales. (Sale by Reference, Part 3)

b. Special Sealed Bid-Term Conditions, Standard Form 114C-2, to be used in Sealed Bid-Term sales. (Sale by Reference, Part 4)

c. Additional Special Circumstance Conditions, DRMS Forms 86 and 94, to be used in all sales as appropriate. (Sale by Reference, Parts 5 and 8)

d. Special Circumstances Conditions, DRMS Form 95 and 98 to be used in specific sealed bid sales as appropriate (Sale By Reference, Parts 6 and 7)

E. SPECIAL CONDITIONS OF SALE.

Below are Special Conditions of Sale that are to be used as appropriate in sales catalogs. Overseas Sales Offices may modify or supplement these conditions when necessary, with approval of assigned counsel. The Special Conditions are as follows:

ARTICLE ____: ALL-OR-NONE LINE ITEM BID PRICE.

Applies to item(s) _____. Notwithstanding any other provisions of this Invitation for Bids to the contrary, bidders are required to submit a bid based on percentage of the market identified in Article entitled "BID PRICE DETERMINATION," reject each item in any All-or-None Bid which does not contain individual line item prices, as non-responsive.

ARTICLE B42: ASBESTOS REMOVAL.

Whenever regulated asbestos-containing material (RACM) is stripped, removed, renovated, demolished, or otherwise handled or disturbed, purchaser agrees to have an on-site representative (such as a foreman or management level person) trained in OSHA and the Asbestos National Emissions Standard for Hazardous Pollutants (NESHAP) demolition and renovation provisions, and the means of complying with them, present during the duration of the work performance. Evidence that the required training has been completed must be posted at the demolition or renovation site and made available for inspection by the Environmental Protection Agency (EPA) or the delegated agency according to 40 CFR Part 61, effective 20 November 1991. OSHA, state and/or local regulations governing asbestos-containing material also apply.

ARTICLE ___: BID PRICE DETERMINATION. (Term sales tied to a Market.)

a. The publication listed below will be used as a basis for determining the bid price for each item to be included in the monthly billing statement. Billing price will be based on the highest quotation published for each item as indicated. Apply the market(s) listed below as quoted in the (publication) for the (week and day) of each month in which deliveries are made as follows:

item no(s) (regional market) (commodity grade)

b. In the event that a zero market price, a negative market price, or no market price is published as specified above, use the last positive market price quoted in the publication.

ARTICLE B15: PRE-PAYMENT AND PAYMENTS ON TERM CONTRACTS.

a. For each line item awarded, a pre-payment of 20% of the total price estimated for 1 year's generation is required and must be made prior to or at the time of first removal. No property will be released to the purchaser or his duly authorized agent before pre-payment has been received by the SCO. The pre-payment submitted by the purchaser will be retained by the Government and applied against the last delivery effected under the contract.

b. All payments including those for storage charges, liquidated damages and interest must be in U.S. currency. Acceptable payments may be made by cash, cashier's check, certified check, traveler's check, bank draft, money order or credit card (American Express, MasterCard, Visa and Discover Card only). When a credit card is used as payment the credit card number, 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 credit card. Bidders whose payment is accompanied by a letter of credit or who have on file an approved bid bond (SF 150 or SF 151) may make their payments by uncertified personal or company checks, but only up to an amount equal to the penal sum of their bond or the amount of their letter of credit.

c. If for any reason, a bidder's personal or company check is not honored for payment by the payee bank upon initial presentation for payment, or if a credit card is declined for payment by the processing bank, the Government may after notifying the bidder, require the bidder to make all future payments by cash, cashier's check, certified check, traveler's check, bank draft or money order.

ARTICLE B17: BID AND PRE-PAYMENT EVALUATION. (Term sales tied to a Market.)

As a basis for evaluating the bid and computing the pre-payment on this sale, use the following market prices:

ITEM NO. (s)	DESCRIPTION	MKT PRICE
(the item number, description and monthly updated cost will be listed in this area)		

The prepayment will be computed by applying the percentage bid by the above stated market price, multiplied by a 1-year generation, multiplied by 20%. EXAMPLE: If the amount of bid per pound for an item is 50% of market price and annual generation is 10,000 pounds.

SAMPLE PRE-PAYMENT COMPUTATION WITH MARKET PRICE OF \$.05 PER (NET TON/GROSS TON/LB) AND WITH A 1-YEAR GENERATION OF 10,000 (NET TON/GROSS TON/LB).

MARKET PRICE PER POUND	\$0.05
PERCENT OF MARKET PRICE BID	50%
BID PRICE	\$0.025
ANNUAL GENERATION	10,000 LB
PRICE FOR 1-YEAR GENERATION	\$250.00

REQUIRED PRE-PAYMENT (20% OF 1 YEAR)

\$50.00

ARTICLE 18: FULL PAYMENTS ON CONTRACTS.

a. Full payment of the total estimated quantity for the term of the contract is required and must be made prior to the time of first removal. No property will be released to the purchaser or his duly authorized agent before full payment has been received by the SCO. This item is being offered by the lot and no adjustment for variation in the estimated quantity will be made.

b. All payments including those for storage charges, liquidated damages and interest must be in U.S. currency. Acceptable payments may be made by cash, cashier's check, certified check, traveler's check, bank draft, money order or credit card (American Express, MasterCard, Visa and Discover Card only). When a credit card is used as payment the credit card number, 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 credit card. Bidders whose payment is accompanied by a letter of credit or who have a file on approved bid bond (SF 150 or SF 151) may make their payments by uncertified personal or company checks, but only up to an amount equal to the penal sum of their bond or the amount of their letter of credit.

c. If for any reason, a bidder's personal or company check is not honored for payment by the payer bank upon initial presentation for payment, or if a credit card is declined for payment by the processing bank, the Government may after notifying the bidder, require the bidder to make all future payments by cash, cashier's check, certified check, traveler's check, bank draft or money order.

ARTICLE ____: CERTIFICATION FOR RADIUM.

The Purchaser certifies that he will comply with all Federal, state and local laws, ordinances, and regulations with respect to the care, handling, storage and shipment, resale, export, and other use of the radium herein purchased and that he is a user, manufacturer, processor of, or dealer in such materials, and is capable of complying with all applicable Federal, state, and local laws. Reject bids from individuals or firms not possessing the experience, organization, and technical qualifications to re-encapsulate and handle material of the nature offered (either through its own facilities or the facilities of another individual or firm).

ARTICLE B32: CLEANUP.

All debris resulting from removal of material must be cleaned up by the contractor to the satisfaction of the custodian.

ARTICLE HF: COMPRESSED GAS CYLINDERS.

Purchasers are warned that this material may contain constituents of an explosive or toxic nature regardless of the care exercised by the Government to remove them or render the material harmless. No cylinder(s) obtained from the Government will be reused by the Purchaser for transportation of compressed gases unless it meets the requirements of the hazardous materials regulation in Section 913.34, Title 49, Code of Federal Regulations and the serviceability criteria of the Compressed Gas Association Pamphlet C-6.

ARTICLE ____: CONDEMNED FOODSTUFFS (UNFIT FOR HUMAN CONSUMPTION).

The condemned foodstuffs listed in item(s) _____ have been or will be denatured prior to delivery in order to render them entirely unfit for human consumption. The purchaser represents warrants and certifies to the United States Government that the materials will not be used, offered for sale or sold for human consumption.

ARTICLE B06B: CONTAINERS AND CONVEYANCES.

The Government furnishes containers for storing food waste at collecting points. Such containers will not be removed by the purchaser. The purchaser shall furnish suitable conveyance and containers for removing food waste from collecting points. Purchaser's conveyances and containers shall be kept clean and in good repair. Leakage and scattering of food waste on roads or areas within the military installation will be immediately cleaned up by the purchaser.

ARTICLE B08: DEMILITARIZATION.

Property requiring demilitarization will be demilitarized by the purchaser. All costs incident thereto shall be the sole responsibility of the purchaser. DEMIL will be effected by melting, popping, crushing, deforming or otherwise mutilating the property so as to completely destroy its lethal purposes. The use of precision torch fixtures, saws, tools of any kind to minimize mutilation/demilitarization is forbidden. Do not pass title of the property to the purchaser until demilitarization has been completed.

ARTICLE KV: DEMILITARIZATION TIMEFRAME FOR PROPERTY OFF GOVERNMENT PREMISES.

Applies to item(s) _____. Purchaser shall commence demilitarization immediately upon off loading the property at the demilitarization site and will complete demilitarization as follows:

ITEM ____ - ____ WORKDAYS

ARTICLE P: DEMILITARIZATION TIMEFRAME FOR PROPERTY ON GOVERNMENT PREMISES.

Applies to item(s) _____. Purchaser shall complete demilitarization within the timeframe allowed for removal of property as follows:

ITEM ____ - ____ WORKDAYS

NOTE: This article is to be used when demilitarization is to be accomplished on Government premises, but not the DRMO, and will require travel by surveillance personnel.

ARTICLE SD: DEMURRAGE AND OTHER STANDBY COSTS.

Where it is provided in the Invitation for Bids that the Government will load, it is agreed and understood that the Government will not be liable for any costs, direct or indirect, which may be incurred by a purchaser as a result of the Government's failure to load property in a timely manner. The sole and exclusive remedy for such a failure shall be an appropriate extension of the free removal period.

16. ARTICLE B10: DISMANTLING AND REMOVAL.

- a. Purchaser agrees to furnish all labor, materials, and equipment necessary to dismantle and remove property at no cost to the Government.
- b. Purchaser must drain or pump residual fuel from fuel tanks into drums that will be provided by the Government. Fuel tanks must then be removed from vehicles prior to mutilation. The fuel and drums are not included in the sale.
- c. Purchaser must drain lubricants/fluids from engines, transmissions, and radiators and place all drained material into containers specified by the Government. The drained fluids and containers are not included in the sale.
- d. Purchaser is required to keep all fuels, lubricants and radiator antifreeze fluids segregated from each other. Purchaser must exercise care when removing any fluids from the vehicle to prevent leakage or spillage. If any fluids are spilled, the purchaser is responsible for clean up of the spill area to the satisfaction of the installation Environmental Office. If the purchaser is not able to perform the required clean up, the purchaser agrees to reimburse the Government for all costs associated with that clean up. Regardless as to who effects the clean up, purchaser further agrees to reimburse the Government for all costs that are associated with its disposing of the resultant residue and debris.

ARTICLE AA: EQUAL OPPORTUNITY.

- a. The following clause is applicable unless the contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60). Exemptions include contracts and subcontracts (i) not exceeding \$10,000 and (ii) where no appreciable amount of work is to be done by the contractor.
- b. During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under

Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE ____: EVALUATION OF BIDS FOR DEMILITARIZATION ON OTHER THAN GOVERNMENT PREMISES.

In evaluating bids and making awards on Item(s) _____, the Contracting Officer will consider all factors involved in providing surveillance and inspection of the required demilitarization, including the cost thereof to the U.S. Government, when such demilitarization is to be performed at a location other than a U.S. military installation. Consideration of cost will include, for each bid received, cost of necessary travel and administrative support of surveillance and inspection personnel for the time required to complete the prescribed demilitarization, including removal, transportation to designated demilitarization or storage sites, demilitarization operations, and disposal of residual powders, if any. Awards will be made on the basis of greatest overall advantage to the U.S. Government, after evaluation of each bid and the costs and other factors associated therewith.

ARTICLE ____: EXCHANGE OF STORAGE AIDS.

Applies to Item(s) _____. Purchaser may exchange (describe storage aid) in/on which the property is stored with (description) in like condition. Final determination as to acceptability of the storage aids offered in exchange for those in/on which the property is stored will be made by the Reutilization and Marketing Officer or his designated representative without right of appeal.

ARTICLE ____: EXPLOSIVE AND PROPELLANT POWDER, PELLETS, AMMUNITION AND COMPONENTS THEREOF.

a. Any bid for any of the items included in this Invitation for Bid will be rejected unless the bidder signs the following certification which appears on the Item Bid Page as follows:

IT IS HEREBY CERTIFIED THAT THE PURCHASER WILL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES AND REGULATIONS WITH RESPECT TO THE CARE, HANDLING, STORAGE AND SHIPMENT, RESALE, EXPORT AND OTHER USE OF THE MATERIALS, HEREBY PURCHASED AND THAT HE IS A USER OF, OR DEALER IN, SAID MATERIALS CAPABLE OF COMPLYING WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS. THIS CERTIFICATION IS MADE IN ACCORDANCE WITH AND SUBJECT TO THE PENALTIES OF TITLE 18, SECTION 1001, THE UNITED STATES CODE, CRIMES AND CRIMINAL PROCEDURES.

b. The above Certification includes but is not limited to the requirement of the Gun Control Act of 1968 Public Law 90-618.

c. No award will be made and no sale will be consummated pursuant to this Invitation For Bid until after the SCO affirmatively determines that the bidder can comply with the above certification.

d. All markings on explosive containers must be left intact and not removed or obliterated, until the explosives are used, reprocessed or repackaged.

ARTICLE KZ: FAILURE TO COMPLETE DEMILITARIZATION BY THE TIME SPECIFIED.

Applies to Item(s) _____. Failure to complete demilitarization by the time specified will be cause for the Government to assess liquidated damages at the rate of \$_____ per day per person, for each person assigned by the U.S. Government to survey the demilitarization for each calendar day the purchaser fails to complete demilitarization.

ARTICLE: FAILURE TO MUTILATE. (Applicable to M151 Vehicles).

If the purchaser fails to mutilate the property being sold herein according to the terms of this contract, such failure shall be deemed failure to remove according to Sale By Reference, Part 2, Condition No. 8.

ARTICLE B43: HAZARDOUS COMPONENTS/CONSTITUENTS.

Applies to item(s) _____. The Government cautions that the subject item(s) have or may have one or more components, parts, constituents or ingredients that may be corrosive, reactive, ignitable or exhibit other hazardous or toxic properties. The purchaser is cautioned to use and ultimately dispose of any hazardous components or constituents according to all applicable local, national or National laws and regulations in a manner safe for the public and the environment.

ARTICLE LD: HAZARDOUS PROPERTY.

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

ARTICLE ____: HAZARDOUS PROPERTY.

Applies to Item(s) _____. Purchaser is cautioned that subject item contains articles or substances, components, parts, constituents or ingredients of a hazardous nature. The Government assumes no liability for damages to the property of the purchaser or for personal injuries, illness, disabilities or death to the purchaser, purchaser's employees, any other person subject to purchaser's control or any other person, including members of the general public, arising from or incident to the purchase, use, processing, disposition or any subsequent operation performed upon, contact with, or exposure to these articles, substances, or any component, part, constituent or ingredient thereof, provided such is caused or contributed to in any manner by the purchaser, its agents and/or employees, or any person subject to the purchaser's control. The purchaser agrees to hold the Government harmless from any and all claims, demands, for any actions, debts, liabilities, judgments, costs and attorney's fees arising from or incident to the purchase, use, processing, disposition, or any subsequent operation performed upon, contact with or exposure to these articles, substances, or any component, part, constituent or ingredient thereof, provided such actions, debts, liabilities, judgments, costs and attorney's fees are caused by or contributed to in any manner by the purchaser.

ARTICLE ____: HAZARDOUS WASTE FUELS.

This item is subject to EPA Hazardous Waste Fuels Regulations, 40 CFR Part 266, Subpart H. These regulations detail the responsibilities of generators, transporters and burners of hazardous waste fuels. Civil and criminal penalties are available for noncompliance. However, as a minimum, this item must be manifested with a transporter having an EPA identification number for movement to a facility that has advised EPA of its hazardous waste fuel activities and have an EPA identification number. Purchaser must provide and complete

all required manifest documents prior to each hazardous waste fuel removal. The bidder must sign the certification of intended end-use on the item bid page.

ARTICLE B27: HOLD HARMLESS CONDITION.

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 on Government premises.

ARTICLE HG: HYDROSTATIC TESTING.

Hydrostatic testing of each cylinder shall be performed by the Purchaser as prescribed by Method 1, 2, or 3 described in "Methods for Hydrostatic Testing of Compressed Gas Cylinders", Publication C-1, Compressed Gas Association, Inc., 1725 Jefferson Davis Highway, Suite 1004, Arlington, VA 22202-4102.

ARTICLE KC: ILLICIT ACTS.

During the performance of the contract awarded, the purchaser agrees to assume full responsibility for any illicit act committed by his assigned agents and/or employees while such personnel are within the confines of the U.S. military installation or any area involved in the performance of such contract. For the purpose of this condition of sale, illicit acts include, but are not limited to, commission of fraud, theft, bribery, receiving stolen property, and any other alleged offense not specifically indicated. Therefore, the purchaser agrees to ensure complete supervision over such personnel who are engaged in the performance of any contract awarded. Violation of above requirement by the purchaser and/or agents may result in temporary suspension or permanent debarment of the contractor.

ARTICLE ____: IMPORT CERTIFICATE/DELIVERY VERIFICATION. (AZORES).

The purchaser shall provide the SCO, within 90 (ninety) days after removal of the property, certified customs documentation of the arrival of the property at the approved destination and delivery of it to the approved consignee.

ARTICLE ____: INCENTIVE FOR EARLY REMOVAL. (VESSELS).

At the time of award, the (identity of ship) will be docked at a pier that requires reimbursement to be made by the U.S. Navy. To maintain this ship at this facility, the Navy will incur additional expenses. These expenses will either be \$_____ per day if the ship is moved to a commercial facility or \$_____ per day if at an independent industrially funded Naval facility. To encourage the purchaser to help minimize these costs, the Government will share the direct savings resulting from early removal of the ship prior to the date called for by the Time for Removal provision, Page No. ____ of the Invitation for Bids or as reflected on the Notice of Award, DRMS Form 1427. Accordingly, the Government will make a refund to the purchaser \$_____ per day if the ship is placed in a commercial facility (or \$_____ per day if placed in a Naval facility) for each calendar day the Government does not incur these expenses due to the purchaser's early removal of the ship. This incentive is applicable during the free removal period only.

ARTICLE LK: INCREMENT BIDS.

Notwithstanding any other provision of this Invitation, Increment Bids are acceptable as to Item(s) _____ and bids may be submitted in minimum quantities listed in the item description. Award will be made to the highest responsive and responsible bidders in succession until the entire quantity offered has been awarded. The Government reserves the right to award an amount less than the quantity bid (unless the bidder specifies otherwise) if the full quantity bid for is not available when the bid is reached because of previous awards to a high bidder. The Government reserves the right to make award in response to any bid received for the entire quantity on an all-or-none basis in the event that such bid is equal to or in excess of the total highest acceptable individual bids received on amounts less than the entire quantity.

ARTICLE LM: INSPECTION OF CONTRACT PERFORMANCE.

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

ARTICLE B12: INTENDED END-USE. (Used Oil)

This item is subject to EPA regulations published at 40 CFR, Part 279. The purchaser is cautioned that he is solely responsible to ascertain the extent to which these regulations effect him and comply therewith. However, at a minimum, the purchaser must provide their factory and transporter EPA identification number on the statement of intent. In addition, this property must be transported by a transporter that has notified EPA of its used oil activities and must be properly invoiced to a destination that has notified EPA of its locations and used oil management practices as prescribed at 40 CFR Part 279.42 and 279.51. The bidder must also sign the certification of intended end-use on the item bid page.

ARTICLE LN: KITCHEN STOVES.

Applies to Item(s) _____. The purchaser represents, warrants and certifies to the U.S. Government that in the event of sale or resale of this property he shall ensure that the warning statement which is affixed to the unit regarding its design features and reuse will not be removed prior to sale to an ultimate user; the purchaser warrants and covenants that he shall include this clause in its entirety in any later sale or transfer of title, unless he modifies, replaces or repairs the stoves to remove or eliminate the hazard.

ARTICLE LO: LARGE CALIBER (OVER 30 MM) SHELL CASES.

The sale of the items is entered into by the United States with the expressed declaration that the United States awards the items to the purchaser relying on the following representations, warranties and covenants by the purchaser. The purchaser herein certifies that he is not purchasing any of the items for military use; the purchaser warrants and covenants that he shall not, directly or indirectly use or dispose of in any fashion the items for military use; the purchaser warrants and covenants that he will include this clause in its entirety in any later sale or transfer of title, or possession by the purchaser herein or his successor in title or interest; the purchaser warrants and covenants that the items will not be exported for military use, and if exported for any reason a full disclosure of their origin by reference to this IFB number will be made to the appropriate export licensing department or agency.

ARTICLE LR: LIQUIDATED DAMAGES FOR DELAY IN PERFORMANCE.

Applies to item(s) _____. In the event the purchaser fails to complete performance of all contractual obligations with respect to removal of the property and returning any work site designated in the contract to the control of the Government according to the terms of the contract, then the Government without further notice will be entitled to assess and collect as liquidated damages the sum of \$_____ for each item for each day's delay in completion of such contractual obligations, excluding Saturdays, Sundays, Federal/National holidays, or any day that the installation at which the property is located is closed. In no event, however, will such liquidated damages exceed 20 percent of the original contract price of the property purchased under the terms of the contract.

ARTICLE LS: LOADING AND TRANSPORTATION.

a. (Applies to item(s) _____.)

(1) The purchaser shall transport the material in a sealed, closed conveyance. Loading will be under the supervision of a U.S. Government representative or the responsible official at the property location. Each conveyance will be sealed either by the Government representative or the appropriate customs office prior to release. The purchaser shall coordinate transportation of the property with the sales contracting officer to ensure that a U.S. Government representative is at the demilitarization site upon arrival of the conveyance.

(2) The seals on each conveyance will be broken by or in the presence of the U.S. Government representative, who will inventory the contents and monitor its unloading.

b. (Applies to item(s) _____.)

(1) Loading will be under the supervision of a U.S. Government representative or the responsible official at the property location. Each conveyance will be accompanied by a list comprising SERIAL NUMBERS or a document reflecting the quantity of each release. The Purchaser will coordinate transportation of the property with the SCO to ensure that a U.S. Government representative is at the demilitarization/mutilation site when purchased items are ready for demilitarization.

(2) Property may be unloaded at the demilitarization site, but no demilitarization will begin until arrival of the U.S. Government representative who will verify the SERIAL NUMBERS listing or the quantity released and surveil the demilitarization.

ARTICLE PA: MAILGRAMS, TELEGRAPHIC, ELECTRONIC MAIL AND FACSIMILE BIDS.

Notwithstanding the provisions of Condition 3, General Sale Terms and Conditions (Standard Form 114C), telegraphic, electronic mail (Internet) and facsimile bids or bids submitted by mailgrams are acceptable under this Invitation for Bid. By submitting a telegraphic, electronic mail, facsimile or mailgram bid, the bidder agrees to be bound by all terms, conditions and provisions of this Invitation for Bid. Bidders are cautioned that all such bids must be in the possession of the SCO at the time set for bid opening, and must be supported by an adequate bid deposit in accordance with the provisions of Article E, Part 3, entitled "Bid Deposits and Payments", in the Sale By Reference Pamphlet dated August 1989.

NOTE: For Term Sales, substitute ARTICLE ____: BID DEPOSITS AND PAYMENTS - (MINI-MAX TERM or TERM, whichever is applicable).

ARTICLE LW: MINIMUM ACCEPTABLE PRICES.

a. No later than 10 a.m. local time on the day before the bid opening, the Government will establish Minimum Acceptable Prices for the items identified below. These prices will be based on the Government's best estimate as to the net value to the Government of the gold and/or silver and/or platinum contained in each item. The price for silver (Handy & Harmon base price) and/or gold (Handy & Harmon base price) and/or the price for platinum as reported in the Cash Prices column of the Wall Street Journal in the last issue published prior to the bid opening date will be used to calculate such Minimum Acceptable Prices. Interested bidders may obtain the Minimum Acceptable Prices from the sales contracting officer any time subsequent to 10 a.m. on the day before bid opening. Bidders may also calculate such prices by multiplying the troy ounce quantities below times the price of gold (Handy & Harmon base price) and/or silver (Handy & Harmon base price) and/or the price for platinum as reported in the Wall Street Journal in the last issue published prior to bid opening date. Subtract Estimated Cost of Recovery/Refining/Man-hour Cost to Sort from the sum of these products to arrive at the Minimum Acceptable Price.

	*Est. Gross	*Est. Gross	*Est. Gross	*Est. Cost
Item	Gold Recovery	Silver Recovery	Platinum Recovery	Of Recovery/ Refining/Man-hour
No.	<u>in Troy Ounces</u>	<u>in Troy Ounces</u>	<u>in Troy Ounces</u>	<u>Cost to Sort</u>

b. The Minimum Acceptable Prices, calculated as above, will be used in the bid evaluation process. No bid below the calculated Minimum Acceptable Price will be considered for award. A bidder may bid a fixed amount over the Minimum Acceptable Price and such bid will be evaluated accordingly.
 *The quantity of recoverable precious metals content and the cost of recovery/refining/Man-hour Cost to Sort are estimates and are not guaranteed and will not serve as a basis for return of the property or an adjustment in the contract price pursuant to Sale By Reference, Part 2, Condition 32, Guaranteed Descriptions.

ARTICLE LY: MUTILATION (M151 VEHICLES).

Item(s) ____ is (are) required to be mutilated in the manner and to the degree set forth below: Mutilation of the unitized body including the drive shaft and front and rear suspension systems, will be effected beyond the possibility of restoration for its original intended use by crushing (as with a crawler type vehicle), shredding, or baling on government premises.

ARTICLE MD: PARTIAL REMOVAL.

If the purchaser effects partial removal of Item No. ____ and fails to remove the remainder of the item within the specified time for removal, a Notice of Default will be furnished the purchaser according to Condition No. 9 of the General Sale Terms and Conditions entitled "Default," Standard Form 114C, provided, however, that no portion of the purchase price will be refunded to the purchaser for any item from which any part or component has been removed.

ARTICLE ____: PAYMENTS. (Acceptance of credit cards for sealed bid hazardous property sales).

a. All payments, including those for storage charges, liquidated damages and interest, must be in U.S. currency either in cash or by cashier's check, traveler's check, bank draft, money order, or credit card (American Express, MasterCard, Discover Card or Visa only). When a credit card is used as payment, the credit card number, the name as printed on the credit card, and the expiration date must be provided the SCO. If a credit card is used as payment and acceptance is declined by the processing bank, payment must be made by one of the other acceptable methods. Bidders whose bid or payment is accompanied by a letter of credit or who have on file an approved bid bond (SF 150 or SF 151) may make their payments by uncertified personal or company checks, but only up to an amount equal to the penal sum of their bond or the amount of their letter of credit.

- b. If for any reason a bidder's uncertified check is not honored for payment by the payee bank upon initial presentment for payment, or if a credit card is declined for payment by the processing bank, the Government may, after notifying the bidder, require the bidder to make all future payments by cash, cashier's check, certified check, traveler's check, bank draft, or money order.
- c. Successful bidders that wish to make payments by credit card for property awarded can do so by providing language substantially as follows:

I (WE) AUTHORIZE THE SALES CONTRACTING OFFICER TO OBTAIN PAYMENT BY CREDIT CARD FOR ANY ITEMS I AM (WE ARE) AWARDED ON THIS SALE.

ARTICLE ___: PAYMENTS. (Acceptance of credit cards for sealed bid term and mini-max term hazardous property sales.)

- a. All payments, including those for storage charges, liquidated damages, and interest, must be in U.S. currency either in cash or by cashier's check, certified check, traveler's check, bank draft, money order, or credit card (Master Card, Discover Card or Visa only). When a credit card is used as payment, the credit card number, the name as printed on the credit card, and the expiration date must be provided the SCO. If a credit card is used as payment and acceptance is declined by the processing bank, payment must be made by one of the other acceptable methods. Bidders whose payment is accompanied by an irrevocable letter of credit or who have on file an approved bid bond (SF 150 or SF 151) may make their payments by uncertified personal or company checks, but only up to an amount equal to the penal sum of their bond or the amount of their letter of credit.
- b. If, for any reason, a bidder's personal or company check is not honored for payment by the payee bank upon initial presentment for payment, or if a credit card is declined for payment by the processing bank, the Government may, after notifying the bidder, require bidder to make all future payments by cash, cashier's check, certified check, traveler's check, bank draft or money order.
- c. Successful bidders that wish to make payment by credit card for property removed can do so by providing language substantially as follows:

I (WE) AUTHORIZE THE SALES CONTRACTING OFFICER TO OBTAIN PAYMENT BY CREDIT CARD FOR REMOVALS MADE UNDER ANY CONTRACT I AM (WE ARE) AWARDED ON THIS TERM SALE.

- d. The SCO will provide a statement of account advising the amount billed. Should the processing bank decline acceptance of the credit card, a statement of account will be provided advising the payment due the Government.

ARTICLE ___: PAYMENTS. (For sealed bid one-time, sealed bid term, and sealed bid mini-max term sales of hazardous property when credit cards are not acceptable.)

- a. All payments, including those for storage charges, liquidated damages and interest, must be in U.S. currency either in cash or by cashier check, certified check, traveler's check, bank draft or money order. Bidders whose payment is accompanied by a letter of credit or who have on file an approved bid bond (SF 150 or SF 151), may make their payment(s) by uncertified personal company checks, but only up to an amount equal to the penal sum of their bond or the amount of their letter of credit.
- b. If for any reason a bidder's uncertified check is not honored for payment by the payee bank upon initial presentment for payment, the Government may, after notifying the bidder, require the bidder to make future payments by cash, cashiers check, certified check, traveler's check, bank draft, or money order.

ARTICLE B02: PAYMENTS.

- a. All payments, including those for storage charges, liquidated damages, and interest, must be in U.S. currency either in cash or by cashier's check, certified check, traveler's check, bank draft, money order or credit card (Master Card, Discover Card or Visa only). When a credit card is used as payment, the credit card number, the name as printed on the credit card and the expiration date must be provided to the SCO. If a credit card is used as payment and acceptance is declined by the processing bank, payment must be made by one of the other acceptable methods. Bidders whose payment is accompanied by an irrevocable letter of credit or who have on file an approved bid bond (SF150 or SF151), may make their payments by uncertified personal or company checks, but only up to an amount equal to the penal sum of their bond or the amount of their letter of credit.

b. If, for any reason, a bidder's uncertified personal or company check is not honored for payment by the payee bank upon initial presentment for payment or if acceptance by credit card is declined by the processing bank, the Government may, after notifying the bidder, require the bidder to make all future payments by cash, cashier's check, certified check, traveler's check, bank draft or money order.

c. Successful bidders that wish to make payment by credit card for property removed can do so by providing language substantially as follows:

I (WE) AUTHORIZE THE SALES CONTRACTING OFFICER TO OBTAIN PAYMENT BY CREDIT CARD FOR REMOVALS MADE UNDER ANY CONTRACT I AM (WE ARE) AWARDED ON THIS TERM SALE.

d. The Sales Contracting Officer will provide a Statement of Account (SF915) advising the amount billed. Should the processing bank decline acceptance of the credit card, a statement of account will be provided advising the amount due the Government.

e. For each line item awarded, an advance payment equal to the estimated purchase price of the property for one (1) month is required prior to removal. The advance payment will be retained through the duration of the contract period and applied to the final billing.

ARTICLE MH: PERFORMANCE BOND.

Applies to item(s) _____. The purchaser agrees to furnish to the contracting officer a performance bond on Standard Form 25 (certified or cashier's checks, bank drafts, post office money orders, or currency may be furnished with Standard Form 25 in lieu of a designated acceptable surety company) in the sum of \$_____ to cover the purchaser's obligations and undertakings herein with respect to _____ of Item No. _____ under this contract. Such bond will remain in full force and effect during the term of this contract and any renewals as may be agreed upon. The purchaser shall not be permitted to begin performance or removal until such time as the bond has been approved by the contracting officer.

ARTICLE MI: PERFORMANCE, PREPARATION AND REMOVAL OF PROPERTY.

Applies to item(s) _____. The purchaser shall have the right to bring to and remove from the Government installation such equipment as is deemed necessary to prepare the property for removal. Such equipment may consist of, but is not limited to, cranes, cutting torches, etc. The purchaser shall be required to restore the work area to its original condition after removal of the property. Torch cutting will be permitted with 24 (twenty-four) hours' prior approval of the SCO, with work performed under the direction of the Reutilization and Marketing Officer.

ARTICLE ____: PRICE BREAKDOWN.

Prior to award, the high bidder will be required to furnish the SCO a breakdown of the prices offered for each sub-item listed in the lot.

ARTICLE B15: QUANTITY DELIVERABLE. (Mini-Max Term Sales)

Condition D, Adjustment for Variation in Quantity or Weight Special Sealed Bid-Term Conditions (Standard Form 114C-2) is deleted, and Condition No. 12, adjustment for variation or weight (Standard Form 114-C) is modified to authorize the Government to vary the quantity delivered as follows: The Government will deliver not less than the minimum stated in the item description and reserves the right to deliver no more than the maximum stated in the item description at the stated price bid per unit.

ARTICLE MM: RCRA HAZARDOUS WASTE.

This item is subject to EPA Hazardous Waste Regulations, 40 CFR, Part 260 et seq. These cradle-to-grave regulations detail the responsibilities of generators, transporters, treaters, storers and disposers of hazardous wastes. Civil and criminal penalties are available for noncompliance. Purchaser is cautioned that it is solely responsible to ascertain the extent to which these regulations affect it and comply therewith. However, as a minimum, this item must be manifested with a transporter having an EPA identification number for movement to a facility with an EPA identification number. Purchaser must provide and complete all required manifest documents prior to each hazardous waste removal.

ARTICLE ____: REFRIGERANT.

Refrigeration equipment and appliances are subject to the Clean Air Act (CAA) Amendments of 1990 which prohibits the venting or release to the environment of Class I or Class II ozone depleting substances, and is also subject to the Refrigerant Recycling Rule in 40 Code of Regulations (CFR) Subpart F 82.150-166, requiring the recovery and verification of refrigerant removal by a certified technician, using certified recovery equipment prior to final disposal as scrap or in a landfill.

ARTICLE ____: REGISTRATION FEE. (Bangkok).

Notwithstanding Article _____ a bidder registration fee of Baht _____ will be assessed of each bidder who registers to participate in the sale. The registration fee will be applied as partial payment on any contract awarded. The registration fee of unsuccessful bidders will be returned to the bidder at the conclusion of the sale.

ARTICLE MP: REMOVAL OF INDUSTRIAL PLANT EQUIPMENT.

Skidded Equipment. When the item is attached to wooden skids, the wooden skids become the property of the purchaser. When the item is attached to aluminum skids and the Government has determined that it is unsafe to remove the item from the skid, the purchaser will be required to use the aluminum skids to effect shipment of the equipment to its first destination, and deposit with the Defense Reutilization and Marketing Office, _____ an amount equal to \$20.00 per linear foot or portion thereof for each runner, header and cross beam component of the skid involved. If a deposit is not required and the purchaser wishes to use the skids to accommodate removal, arrangements should be made with the DRMO prior to affecting removal. The deposit will be refunded when return of the skids, freight prepaid, is effected within 60 days from the date of removal of the property from the installation. The purchaser shall be responsible for any loss, damage or destruction of such skids as long as they are in his possession. If a deposit is not required and the purchaser does not desire to use the skids, the Government will remove the skids free of charge. When returning aluminum skids, be sure to address them to Defense Reutilization and Marketing Office.

ARTICLE ____: RISK OF LOSS.

Notwithstanding the provisions of Condition 14, Sales of Government Property - General Sales Terms and Conditions, Part 2, Standard Form 114C, Sale By Reference, August 1989, purchaser assumes sole responsibility for the security and protection of the property purchased under the contract as of the date of full payment of the contract price and further assumes responsibility for the security of its equipment.

ARTICLE B45: SALE AND/OR CONSUMPTION OF FOODSTUFFS.

In the event the purchaser disposed of the foodstuffs directly to the general public for human consumption, he shall not do so until the material has been reprocessed to such an extent that it meets all Federal, state and local requirements governing the sale and/or consumption of foodstuffs. In the event the purchaser disposes of the material to persons or organizations for resale to the general public, he shall require such persons or organizations to process the material to the same extent as required above prior to disposal thereof for human consumption. In the event such material is not sold for human consumption, the above restrictions do not apply so long as the disposal of the material conforms to all other Federal, state and local laws pertaining to the intended use thereof.

ARTICLE SQ: SCOPE OF WORK.

The contract resulting from this sale includes all labor, fees, transportation and equipment necessary to comply with the terms and conditions of this solicitation, including, but not limited to the separation, stripping and removal, or repair of all asbestos so as to render it nonfriable if human exposure exceeds the limits specified in 29 CFR 1910.1001.

ARTICLE MT: SITE INVESTIGATION AND REPRESENTATIONS.

The bidder acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal and handling of materials, availability of labor, water, electric power, roads and conformation and conditions of the ground.

ARTICLE MW: STATE REGULATED PROPERTY.

Applies to Item(s) _____. This/these item(s) is(are) regulated in the state where the item(s) is(are) located. Purchaser is solely responsible for ascertaining the extent to which state regulations affect it and for compliance therewith. Prior to award of the property, the SCO will conduct a pre-award survey which may consist of

contacting the appropriate state regulatory agency to ensure that the bidder possesses the necessary approvals required from such state to transport, receive, or otherwise handle the property in question.

ARTICLE MV: STATE REGULATED HAZARDOUS WASTE.

Applies to Item(s) _____. This/these item(s) is/are classified as a "hazardous waste" in the state where the item(s) is/are currently located. Purchaser is solely responsible for ascertaining the extent to which state regulations affect it and for compliance therewith. However, at a minimum, this/these item(s) must be manifested on the manifest form utilized by the state in which the property is currently located for movement by a state-licensed transporter. Purchaser must provide to the SCO the state permit/registration number of the transporter prior to award. Additionally, within 30 days after removal, the purchaser must provide to the SCO a copy of the completed manifest showing receipt of the property at the facility shown on the manifest. Purchaser is cautioned that the property is treated, stored or disposed of in this/these state(s) or any other state where it is considered a hazardous waste, it must be removed directly to a state/EPA permitted treatment, storage and disposal facility. In such instances, the permit number of the facility must also be provided prior to award.

ARTICLE ___: STATE REGULATED SHELF LIFE MATERIAL.

Applies to item(s) _____. This/These item(s) is/are classified as a retrograde material in the state where the item(s) is/are currently located. Purchaser is warned that the item(s) will be considered a hazardous waste by the state after its shelf life has been exceeded by 1 year. Purchaser understands and agrees that he is solely responsible for ensuring that the item(s) is/are handled according to applicable state and Federal laws after leaving the Government's premises. Purchaser is cautioned that once the item(s) becomes/become a hazardous waste, it must be manifested when transported and treated, stored or disposed of only in a state/EPA permitted facility. The Government assumes no responsibility/liability for the item(s) once it/they is/are removed from the Government's premises.

ARTICLE NB: TRANSPORTATION OF EXPLOSIVES.

In addition to the requirements set forth in Article ____: EXPLOSIVE AND PROPELLANT POWDER, PELLETS, AMMUNITION AND COMPONENTS THEREOF, the following requirements also apply:

(1) DUAL DRIVER PROTECTIVE SERVICES (DDPS): Two qualified carrier representatives (drivers) authorized and capable of moving the transportation equipment involved must accompany each vehicle. According to Title 49, Code of Federal Regulation (49 CFR), drivers must be knowledgeable of safety, security and emergency procedures to be followed in transporting munitions and explosives.

(2) CITIZEN BAND (CB) RADIO EQUIPMENT: Purchaser must ensure that carrier vehicles are equipped with an operating CB radio capable of being used to obtain law enforcement and safety assistance in emergencies.

(3) SEALS AND LOCKS: Purchaser agrees to allow the activity to apply appropriate cable lock seals or ball-type seals with number 5 American wire gauge steel wire twists on carrier equipment to assist in providing adequate security of shipments enroute.

(4) RAIL SURVEILLANCE SERVICE (RSS): All shipments by rail car must include carrier provided rail surveillance services.

ARTICLE ___: USE OF STORAGE AIDS.

Applies to Item(s) _____. The purchaser may remove the property in/on (describe storage aid) used for storage of the property but will be obligated to return the (describe storage aid) at his expense to the Defense Reutilization and Marketing Office from which removed within days after removal of the property. To assure the return of (describe storage aid), an additional sum computed according to the table set out below will be deposited with the Defense Reutilization and Marketing Office, (name of activity) prior to release of the (describe storage aid) to the purchaser, which sum will be refunded upon return of the containers and/or pallets:

ITEM	SIZE	DEPOSIT
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NOTE: Types of storage aids are identified at Part 2, Condition 27, Sale By Reference. The DRMO will type in the item name and size of the storage aid under the heading "ITEM" and "SIZE" shown above. Based on this information, they will determine the amount to be entered under the heading "DEPOSIT".

ARTICLE NE: WAIVER OF DEMILITARIZATION.

Applies to item(s) _____. Notwithstanding the demilitarization provisions of this invitation, items requiring demilitarization may be sold to U.S. nationals or U.S. entities for import into the United States without being demilitarized. Property sold to other than U.S. nationals or U.S. entities must be demilitarized in accordance with articles _____, and _____. Resale of this property by foreign nationals to U.S. nationals or U.S. entities for import into the United States is not authorized unless the property is demilitarized as required elsewhere by this Invitation for Bids. Purchaser agrees that property sold for import into the United States will be stored in a U.S. Government approved bonded area or retained in U.S. Government possession pending actual shipment.

ARTICLE SR: WARNING SIGNS.

Warning signs will be posted on access doors/hatches of each compartment containing asbestos to notify that asbestos is present and advise whether it is in a friable or nonfriable condition. Access to the area shall be restricted to persons whose work requires their presence. Warning signs must remain posted until such time that the compartment is rendered asbestos free. If friable asbestos is rendered nonfriable, the warning sign may be changed to comply with the change to the asbestos.

ARTICLE ____: WARRANTY FOR USEABLE AIRCRAFT COMPONENTS/PARTS.

The Purchaser is advised that the aircraft components/parts on this sale may not currently be certified by the appropriate regulatory agency(ies) for use on civilian aircraft. The Purchaser represents, warrants, and guarantees to the Government that this (these) item(s) will not be used, offered for sale, or sold for use on civilian aircraft unless proper certification is obtained from the appropriate regulatory agency(ies). This (these) item(s) may also not be installed on any civilian aircraft unless done so by a Federal Aviation Administration (FAA) certified repairman and/or mechanic. The Purchaser agrees to hold the Government harmless from any and all such demands, suits, actions, or claim of whatsoever nature arising from or out of violation of this warranty.

ARTICLE ____: WARRANTY FOR SCRAP AIRCRAFT COMPONENTS/PARTS.

The Purchaser represents and warrants that this (these) item(s) will be used only as scrap, in its existing condition or after further preparation, and will not be resold until (a) ultimate scrapping had been accomplished, or (b) the Purchaser obtains an identical warranty from any subsequent purchaser. The Purchaser agrees to hold the Government harmless from any such demands, suits, actions, or claim of whatsoever nature arising from or out of violation of this warranty.

F. SALES DESCRIPTION GUIDELINES AND SPECIFIC TERMS AND CONDITIONS OF SALE

Items are listed in Supplement 4. Commodities are listed by group number.

G. SPECIAL TERMS AND CONDITIONS THAT ARE NOT COMMODITY SPECIFIC

Items are listed alphabetically based on subject matter. See Paragraph E, this chapter, for Non-SBR conditions of sale.

1. Asbestos

a. Use the following articles when offering any property containing asbestos:

Sale By Reference, Part 7	ARTICLE C: TRANSPORTING HAZARDOUS MATERIALS. ARTICLE S: GOVERNMENT'S RIGHT OF SURVEILLANCE. ARTICLE T: RIGHT OF REFUSAL FOR HAZARDOUS PROPERTY. ARTICLE L: ASBESTOS. ARTICLE R: DISPOSITION AND USE OF HAZARDOUS PROPERTY.
Condition of sale	ARTICLE LD: HAZARDOUS PROPERTY.

b. The following additional articles apply to IFBs offering ships containing asbestos:

Condition of sale	ARTICLE SR: WARNING SIGNS. ARTICLE ____: HAZARDOUS PROPERTY.
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c. The following additional articles apply to IFBs offering property-containing asbestos, including ships, when asbestos work is to be performed on base:

Sale by Reference, Part 7 ARTICLE J: RESPIRATORY PROTECTION PROGRAM.
ARTICLE M: PACKAGING, MARKING AND DISPOSAL OF ASBESTOS.
ARTICLE N: ASBESTOS DUST CONTROL AND
HOUSEKEEPING AND CLEANUP PROCEDURES.
ARTICLE O: PROTECTIVE CLOTHING.

Condition of sale ARTICLE SQ: SCOPE OF WORK

d. The following article also applies to IFBs offering ships for scrapping purpose:

Condition of sale ARTICLE B42: ASBESTOS REMOVAL.

2. Chemical Agent Resistant Coating (CARC)

a. When offering CARC or property that is, or is likely to be coated with Chemical Agent Resistant Coating, include the following General Information and Instruction paragraph in each applicable IFB:

Chemical Agent Resistant Coating (CARC) Paint. Purchaser is cautioned that item(s) ____ are, or are likely to contain or be, coated with chemical agent resistant coatings containing trivalent chrome, lead, cobalt-zinc hexamethylene disocyanate 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 prospective purchasers who plan to apply the CARC paint or disturb the coating on the property in any way:

(1) Airline respirators should 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 must be used.

(2) CARC paint should be isolated from heat, electrical equipment, sparks and open flame during storage or application. Local exhaust ventilation should be used for inside processing.

(3) Exposure to vapor/mist/dust or fumes can cause irritation to respiratory tract (lung, nose, throat), edema, dermatitis, dizziness, rash, itching, swelling of extremities, eye irritation or damage to nervous system, kidney or liver. Coating may be fatal if swallowed.

b. In addition to the above, each line item will also include all applicable hazardous terms and conditions as well as require completion of a Statement of Intent.

3. Dangerous Property

a. Many items of a "dangerous" nature require the use of certain special conditions in IFBs such as: Impregnated Clothing; Compressed Gas Cylinders; Sodium-Filled Valves; Ejection Seats; Acid Contaminated Property; Narcotic and Prescription Drugs and Chemicals; Radioactive Material; Certification for Radium; Explosives; and Explosives and Propellant Powders, Pellets, Ammunition, and Components thereof; however, use of the "Dangerous Property" special condition in connection therewith is not required.

b. In certain instances it is necessary to caution bidders that articles or substances of an inflammable or explosive nature may remain in property being offered for sale, notwithstanding the actions or care by the Government to remove same. If offering such property, the following special condition is prescribed for use in IFBs:

Sale By Reference, Part 7 ARTICLE E: DANGEROUS PROPERTY.

c. Examples of items for which the "Dangerous Property" special condition should be used are drums, cans, pails, etc., that were used for storage of explosive or incendiary materials; explosive contaminated items; military/munitions list Items (except spent bullet metal from small arms ranges—lead) including small arms and

rifle shell cases (popped or not popped); scrap metal that may contain imbedded projectiles; storage batteries, drained; and used aircraft fuel cells and tanks.

d. In certain instances it is necessary to caution bidders that items being offered for sale have a “dangerous” element and that no action can be taken to remove that “dangerous” element. If the item description is not self-explanatory, certain warning words or statements can be added to the description. Examples of items in this category for which the “Dangerous Property” special condition should not be used are alcohol; chemicals, including photographic chemicals and developing fluids; cleaning or coating liquids and compounds, adhesives, primers, sealers, desiccants, etc.; drums, cans, pails, etc. (unless used for storage of explosive or incendiary materials); drugs, biologicals, and reagents; fire extinguishers; fuel cells or tanks from trucks, materials handling equipment, construction equipment, etc.; military/munitions list items that have not been exposed to explosive or incendiary materials; paints, varnishes, thinners, etc.; petroleum products including fuel oil, oil, naphtha, gasoline, diesel fuel, greases, and lubricants; radioactive items; spent bullet metal from small arms ranges—lead; and sodium-filled valves.

4. Default for Partial Removal

Items, other than those sold by the “lot,” that lend themselves to partial removals, present special problems with respect to default and termination when a purchaser does not remove all the property involved. Examples of this type of property are production plants, temporary buildings, or similar property, offered as “1 each.” When such property is being offered, and in order to provide a means to effect default and termination action if the purchaser removes only a part of the property, the following special condition will be included:

Condition of sale ARTICLE MD: PARTIAL REMOVAL:

5. Demilitarization

a. Property to be sold with DEMIL as a condition of sale or critical FSG/FSC items and FSCAP items to be sold with mutilation as a condition of sale. DRMOs will e-mail or FAX requests to offer this property for sale with DEMIL or mutilation to be preformed as a condition of sale to the DEMIL Business Unit, DRMS-TSD, for approval. The request will include the NSN, nomenclature, quantity, DEMIL Code, DEMIL or mutilation instructions and where the DEMIL or mutilation is proposed to be performed (DRMO or off-site). DRMS-TSD will coordinate with the DEMIL Center and the Scrap Business Unit to determine the best method of DEMIL or mutilation performance—either by the DEMIL Center or as a condition of sale in place at the DRMO. The FAX number is DSN 661-4759.

b. Special Guidelines for Demilitarization

(1) Include the following in the sales referral when demilitarization is to be accomplished as a condition of sale:

(a) Method and degree of required demilitarization.

(b) Inclusion of photographs or diagrams which would aid in clarifying the demilitarization requirements.

(2) The DRMO and the NSO must assure that there are controls and surveillance for the adequate and timely DEMIL of the items/materials involved. DEMIL, for combatant ships and conventional ammunition, will normally be performed on military installations unless otherwise authorized by DRMS-TSD. For example, unless off-site DEMIL is insisted upon by the host government (overseas areas only), use on-site DEMIL.

(3) Surveillance of DEMIL performed on tank track (overseas only) has been modified under permanent waiver. The conditions are (1) surveil no less than 10 percent of the total weight sold; (2) perform the surveillance at random points in the process; and (3) requirements for DEMIL certification/verification. Trade Security Controls and applicable conditions of sale remain in effect. The DEMIL certificate will read as follows: "I certify that (identify items) were demilitarized in accordance with DoD 4160.21-M-I, Appendix 4, Category VII, and waiver conditions as stated in OASD memorandum of Oct 19, 1988 subject: Modified DEMIL Surveillance."

(4) Prior to cataloging the material for sale, the DRMO will assure that detailed demilitarization and surveillance plans are prepared and fully coordinated with the SCO, and approved by DRMS-TSD.

(5) Consult the following Special Terms and Conditions for demilitarization when writing the descriptions.

c. Special Terms and Conditions for Demilitarization

(1) When demilitarization of property by the purchaser is required, whether on or off Government premises, the following conditions will be included in each IFB as appropriate.

Sale By Reference, Part 5	ARTICLE I: MILITARY MUNITIONS LIST ITEMS (MLI). (When MLI components not requiring demilitarization will remain after the required demilitarization.) ARTICLE J: COMMERCE CONTROL LIST ITEM (CCLI). (When CCLI components or material (e.g. high temp alloy) will remain after the required demilitarization.) (Does not apply to FEPP.) ARTICLE K: MUNITIONS LIST ITEM AND COMMERCE CONTROL LIST ITEM (MLI/CCLI) COMPLIANCE. (When MLI and/or CCLI components or CCLI material will remain after the required demilitarization.)
Sale By Reference, Part 6	ARTICLE D: CHANGE IN CONTRACT REQUIREMENTS.
Sale By Reference, Part 7	ARTICLE E: DANGEROUS PROPERTY.

Condition of sale ARTICLE ____: DEMILITARIZATION (as follows):

ARTICLE ____: DEMILITARIZATION.

Item(s) _____ are required to be demilitarized by the purchaser in the manner and to the degree set forth below:

a. Insert item number(s) and specific demilitarization requirements in the above Article for item(s) as shown in DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual. Use of explicit instructions, photographs and/or diagrams will clarify the requirements.

b. When the demilitarization requires cutting such as gun barrels, gun tubes, tank hulls, rocket launchers, small arms and other MLI, include the following in the demilitarization requirements:

NOTE: All cuts will completely sever the property. The use of precision cutting torch fixtures, precision cutting saws, or precision tools of any kind to minimize mutilation is forbidden. All torch cutting must displace at least one-half inch of metal.

c. When MLI/CCLI will remain after demilitarization, include the following in the item description:

END USE CERTIFICATE: Must be completed and submitted with bid on this item.

(2) In addition to the provisions in paragraph G5b(1), apply the following when demilitarization is to be accomplished on Government premises.

Sale By Reference, Part 5 ARTICLE D: LIABILITY AND INSURANCE
 Sale By Reference, Part 6 ARTICLE A: DEMILITARIZATION OR MUTILATION ON GOVERNMENT PREMISES.

Condition of sale ARTICLE MH: PERFORMANCE BOND.
 (When deemed appropriate by the DRMO).
 ARTICLE P: DEMILITARIZATION TIMEFRAME FOR PROPERTY ON GOVERNMENT PREMISES

(3) In addition to the provisions in paragraph G5b(1), apply the following when demilitarization is to be accomplished off Government premises.

Sale By Reference, Part 6 ARTICLE B: DEMILITARIZATION OR MUTILATION ON OTHER THAN GOVERNMENT PREMISES.
 ARTICLE C: FAILURE TO DEMILITARIZE OR MUTILATE.
 ARTICLE G: GOVERNMENT MAY ENTER PREMISES.

Condition of sale ARTICLE LM: INSPECTION OF CONTRACT PERFORMANCE.
 ARTICLE KV: DEMILITARIZATION TIMEFRAME FOR PROPERTY OFF GOVERNMENT PREMISES

(4) The following articles are authorized for use in overseas areas (FEPP).

Sale By Reference, Part 8 ARTICLE J: LIABILITY AND INSURANCE. (In lieu of Part 5, ARTICLE D.)

Condition of sale ARTICLE ____: EVALUATION OF BIDS FOR DEMILITARIZATION ON OTHER THAN GOVERNMENT PREMISES.
 ARTICLE NE: WAIVER OF DEMILITARIZATION.
 ARTICLE KV: DEMILITARIZATION TIMEFRAME FOR PROPERTY OFF GOVERNMENT PREMISES.
 ARTICLE P: DEMILITARIZATION TIMEFRAME FOR PROPERTY ON GOVERNMENT PREMISES.
 ARTICLE KZ: FAILURE TO COMPLETE DEMILITARIZATION BY THE TIME SPECIFIED.
 ARTICLE LS: LOADING AND TRANSPORTATION.

6. Increment Bids. Increment bids are authorized for sealed bid sales only. Normally, increment bids are used only for offering property which is unused, in the same condition code, and the entire quantity of the IFB line item is the same manufacturer and part or model number and is a standard pack. The following condition may be used in IFBs when appropriate:

Condition of sale ARTICLE LK: INCREMENT BIDS.

7. Liquidated Damages for Delays in Performance

a. There are circumstances where it is more appropriate to provide for a flat storage charge rather than a rate per hundred weight as provided for in Condition No. 30 in the General Sale Terms and Conditions, DRMS Form 84. Consequently, when single unique items such as missile sites, temporary buildings, and large pieces of installed equipment are offered for sale by each or by lot, the following special condition is prescribed for use in IFBs for an item or items offered:

Condition of sale ARTICLE LR: LIQUIDATED DAMAGES FOR DELAY IN PERFORMANCE.

b. This special condition should be used when the property being sold is located on other than Federal property.

c. The rate used must be reasonable and in no event exceed what the standard rate would have been.

d. When this article is used, exclude Condition No. 28 entitled "Storage Charges/Late Removal Charges," from Part 2 of Sale By Reference on the DRMS Form 83.

8. Munitions List Items (MLI) and Strategic List Items (CCLI)

a. All MLI/CCLI property offered for sale requires a completed End-Use Certificate (EUC) (DRMS Form 2). Item descriptions for MLI/CCLI property will contain the following statement:

END-USE CERTIFICATE: Must be completed and submitted with bids on this item. This property may require a license for export.

b. Include EUC in the IFB directly after the item bid page, or directly after the Statement of Intent (DRMS Form 1645-1) if one is included.

c. In addition to receiving an acceptable EUC, refer to apparent successful bidders of MLI/CCLI property to the TSC TSCRO for clearance. Do not award/release MLI/CCLI property until TSC clearance has been received. Those bidders that appear on the BMF as TSC cleared at the time of registration can remove property as soon as payment is received and the EUC is approved.

d. With the exception of MLI property which has been properly demilitarized and has no value except for its basic material content, in the event a buyer intends to export MLI to Hong Kong, the SCO must forward a copy of that buyer's completed End Use Certificate as well as the page(s) from the sales catalog which identifies the purchased MLI items to the addressees listed in that portion of Supplement 4 entitled, "Offices Reviewing MLI Exports to Hong Kong."

e. The following additional conditions of sale apply to sale of surplus MLI/CCLI.

Sale By Reference, Part 5 ARTICLE I: MILITARY MUNITIONS LIST ITEMS (MLI).

AND/OR ARTICLE J: STRATEGIC LIST ITEMS (CCLI) (Not for FEPP).

AND ARTICLE K: MUNITIONS LIST AND STRATEGIC LIST ITEMS (MLI/CCLI) COMPLIANCE.

f. In addition to the above, the following additional conditions of sale apply to sale of FEPP MLI/CCLI.

Sale By Reference, Part 8 ARTICLE D: GOVERNMENT AS SHIPPER (Export)

ARTICLE F: IMPORT CERTIFICATE AND DELIVERY VERIFICATION (IC/DV)

Condition of sale ARTICLE NE: WAIVER OF DEMILITARIZATION. (FEPP)

9. Paper Records or Documents

a. Paper records that are neither classified nor restricted are prohibited for resale for use as records or documents.

b. The following article is to be used (other than Navy generated paper records that contain personal information and whose disposition is governed by the provision of the Privacy Act of 1974):

Sale By Reference, Part 5 ARTICLE E: PAPER RECORDS AND DOCUMENTS.

c. In addition to the above, at the request of the generator or as deemed appropriate, include the following article in IFBs:

Sale By Reference, Part 5 ARTICLE A: SCRAP WARRANTY.

d. The Department of the Navy has advised that Navy generated scrap paper containing personal information must be disposed of in such a manner as to preclude recognition or reconstruction of information contained therein. The Department of the Navy also instructed further that sales contracts will include, as a minimum, a contract clause that will make the buyer a Government contractor subject to the provisions of the Privacy Act of 1974. In concert with these requirements, each IFB that offers Navy generated scrap paper will include the SCRAP WARRANTY article as well as the following:

Sale By Reference, Part 5, ARTICLE F: PRIVACY ACT MATERIALS.

10. Price Breakdown For Lost Abandoned or Unclaimed Privately-Owned Personal Property

a. Price Breakdown. The following special condition is prescribed for use in IFBs including local spot bid and local auction sales, when items of lost, abandoned or unclaimed privately owned personal property are offered for sale by the lot which require a breakdown of the prices offered for each individual's property identified by ownership:

Condition of sale ARTICLE ____: PRICE BREAKDOWN. (see Chap 4, para E50)

b. Prior to award of items containing lost, abandoned, or unclaimed privately owned personal (i.e., private/abandoned) property, the SCO will obtain from the high bidder a breakdown of his total price for the lot on DRMS Form 131, Lost, Abandoned, or Unclaimed Privately Owned Personal Property. The high bidder must provide an itemized breakdown for each sub-item in the lot and the breakdown must equal the total price for the lot. This applies to private/abandoned property for which the owner is not known, as well as that for which the owner is known.

c. The completed DRMS Form 131 must be signed and dated by the high bidder and returned to the SCO. The original DRMS Form 131 should be filed in the appropriate contract folder. Copies may be made for the cashier, DRMO, and servicing DFAS-CO as necessary.

11. Qualified, Tie-In, All-or-None, Or Other Combination or Floating Bids

a. All sealed bid sales which preclude acceptance of such bids will contain the following special notice:

NOTICE: Bids on this sale will be processed by automatic data processing equipment under a system which is not capable of evaluating combination bids. Accordingly, qualified, tie-in, all-or-none or other combination or floating bids will be rejected. BIDDERS MUST submit a distinct individual price for each item bid upon in order for their bids to be considered for award.

b. In those sales where combination bids are permitted as to some items but not as to others, delete Sale by Reference, Part 3, ARTICLE E and use the following notice:

NOTICE: Bids on this sale will be processed by automatic data processing equipment under a system which is not capable of evaluating combination bids. Accordingly, qualified, tie-in, all-or-none or other combination or floating bids will be rejected. BIDDERS MUST submit a distinct individual price for each item bid upon in order for their bids to be considered for award. NOTWITHSTANDING THE ABOVE, QUALIFIED, TIE-IN, ALL -OR-NONE OR OTHER COMBINATION OR FLOATING BIDS ARE ACCEPTABLE FOR ITEMS _____, SINCE THEY WILL BE PROCESSED MANUALLY.

c. Include Sale by Reference, Part 3, ARTICLE E (thereby permitting qualified, tie-in, all-or-none or other combination or floating bids) for all sales which will be processed manually or through DNSP. The following statement will be included in all sales where tie-in or all-or-none bids are acceptable for all items in the sale:

ALL-OR-NONE, TIE-IN, QUALIFIED OR COMBINATION BIDS ARE ACCEPTABLE ON THIS INVITATION FOR BID FOR ALL ITEMS ON THIS SALE (SEE PARA. _____ ON PAGE NO. _____).

d. In the event an award is made on an "all-or-none" basis, the prorated bid prices of the items awarded will be entered on the award document. Add the following statement to the award document following the last item listed:

Items _____ awarded on an all-or-none basis. The line item prices shown in this document for the items involved were prorated pursuant to Sale By Reference, Part 3, ARTICLE E, paragraph (c). These prices will be used for the purpose of contract administration if it becomes necessary.

e. A procedure for prorating all-or-none bids is set forth in Supplement 4.

f. All-or-None Line Item Bid Price. All-or-None bids for property offered for term contracts tied to a specific market, and provide for bid prices related to commodity quotations (usually a percentage thereof) will include the following:

Condition of sale ARTICLE __: ALL-OR-NONE LINE ITEM BID PRICE.

12. Radioactive Material, Radiation-Emitting Electronic Products, Radio Frequency Devices and Radium

NOTE: For property in these categories, review of the requirements set forth in DoD 4160.21-M, Chapter 4, paragraphs B53, B54 and B55, should be made to determine their applicability.

a. Radioactive Material. The following article will be used when offering radioactive material:

Sale By Reference, Part 7 ARTICLE W: RADIOACTIVE MATERIAL

b. Certified and Noncertified Radiation-Emitting Electronic Products.

(1) The following articles will be used when offering noncertified radiation-emitting electronic products:

Sale By Reference, Part 7 ARTICLE V: CERTIFIED AND NONCERTIFIED RADIATION-EMITTING
ELECTRONICS PRODUCTS
ARTICLE W: RADIOACTIVE MATERIAL

(2) Additionally, when certified and non-certified radiation-emitting electronic products listed below are awarded, within 30 calendar days following award, the SCO will provide the appropriate State Radiation Control Agency (listed in Supplement A2, DoD 4160.21-M) for the state in which the Purchaser is located, a copy of the DRMS Form 1427:

- Non-certified color and black & white television receivers;
- Non-certified microwave ovens;
- Certified and non-certified diagnostic X-ray systems and their major components;
- Certified and non-certified cabinet X-ray systems;

