



Invitation for Bid

Sealed Bid Sale

Sale Number

38-4948/GL Event Number 2011

LASER CUTTING SYSTEM

Please be aware that the Printing Press is not located at a DRMO,
or being sold by a DRMO. Inventory is located at
Fort George Meade, MD 20755

Any questions or comments please contact the
Sales Contracting Officer, Linda Lamphear at (269) 961-7400.

Bid Closing Date and Time

June 18, 2004; at 5:00 P.M. (EDST)

No Physical Inspection of the
Property. Photos available on the
DRMS website, Exchange or Sale
page.

Payment in Full Must Be Received
Prior to Removal/Release of
Property

Department of Defense
Defense Reutilization and Marketing Service
National Sales Office

Invitation For Bid
Sale Number
38-4948 GL Event 2011

Bid Closing Date
June 18, 2004; at 5:00 P.M. (EDST)

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

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

Sales Contracting Officer (SCO) for this sale is:
Linda Lamphear, (269) 961-7400

Office Hours: 7:00 a.m. to 3:30 p.m. (EST/EDST)
Monday - Friday

PRIOR TO BID OPENING DATE:

For current and future sales information contact 1-888-352-9333. For How to Bid information contact the
Contracting Officer at (269) 961-7400

AFTER BID OPENING DATE:

For High Bid Information, which will not be furnished to bidders until after awards have been made (see
paragraph 3, page 3 of Sale by Reference), payments and refunds contact 1-888-352-9333

Unofficial abstracts are available for download/viewing at the DRMS Web site: www.drms.dla.mil

EXCHANGE SALE: This property is being offered in accordance with the exchange/sale provisions of Section
201(c) of the Federal Property and Administrative Services Act of 1949 Stat.384 as amended (40 U.S.C.481c).

Payments

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

For additional information refer to the payment article in the Conditions of Sale in this catalog.
Credit cards accepted: VISA, Discover, MasterCard and American Express

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Item Description Index

<u>Description</u>	<u>Item Number</u>
LASER CUTTING SYSTEM	1

IT HAS BEEN DETERMINED THAT THIS PROPERTY IS NO LONGER NEEDED BY THE FEDERAL GOVERNMENT.

Item 1 is located at the National Security Agency, Fort George Meade, MD 20755

Item 1. LASER CUTTING SYSTEM, 2200 WATT, CO2:

1997, Preco Laser Systems, model SL2200, serial number 9703L904, using a PRC 2200 watt laser. 38" x 38" cutting area. Cuts aluminum, stainless steel, CR steel, and plastics. Power: 460 Volts, 3 phase, 60 Hz, 40 amps each for laser, chiller, and table assembly. Sub-systems: Laser Unit, model TM153, serial number 2420; C-Frame Delivery System cutting table, model TM15B, serial number 2422; Controller, model TM153, serial number 2421. Floor type. Application: Cuts various materials to desired dimensions, CNC controlled. Includes Aerocology Vacuum System, model PMHC2-300D, serial number 44578. No parts missing, purchaser will have to supply various gases to operate. Purchaser is also responsible to drain and remove dielectric fluids prior to loading. All power has been disconnected at their respective disconnect boxes and shutoff valves.

FSC: 4940
CONDITION CODE: A
DEMIL Q

CONTACT: Mr. Jim Redman PHONE :(301) 688-8173
Inside – Used – Good Condition
Acquisition Cost: \$300,000.00
Estimated Total Weight: 150,000 pounds

1 EACH

THE FOLLOWING ARTICLES APPLY:
PART 05-J: Commerce Control List Items (CCLI)
PART 05-K: Munitions List and Commerce Control
List Items (MLI/CCLI) Compliance
END USE CERTIFICATE APPLIES AND MUST BE COMPLETED AND SUBMITTED BY HIGH BIDDER PRIOR TO AWARD

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

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

- 1) **Telephonic bids will not be accepted on this sale.**
- 2) **All Payments must be addressed and mailed or delivered to:**
Defense Reutilization and Marketing service
ATTN: Cashier
74 Washington Ave N
Battle Creek, MI 49017-3092
Facsimile Number (269) 961-7314
- 3) **Personal Checks:** Personal checks will be accepted for payments of debts, interest, liquidated damages, overages and storage charges, for amounts of \$25.00 or less. Make checks payable to the U.S. Treasury.
- 4) **Facsimile Notification of Award:** The bidder may request facsimile notification or award by checking the appropriated block on the Item Bid Page. When requested by the bidder, facsimile notification will be sent simultaneously with the mailing of the contract and will include the contract number and item(s) awarded.
- 5) **Disposal Notification to All Purchasers and Sub-Purchasers:** The use, disposition, export and reexport of this property is subject to all applicable U.S. laws and regulations, including the Arms Export Control Act (22 CFR 2751 et seq.); the Export Administration Act of 1979 (560 U.S.C. App. 2401 et seq.); International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.); and the Espionage Act (37 U.S.C. 791 et seq.) which among other things, prohibits:
 - a. The making of false statements and concealment of any material information regarding the use or disposition, export or reexport of the property, and
 - b. Any use or disposition, export or reexport of the property, which is not authorized in accordance with the provisions of this agreement. Before any export or reexport of this property is attempted, contact the Office of Defense Trade Controls, Department of State and the Bureau of Export Administration, Department of Commerce for export licensing requirements.
- 6) **EXCHANGE SALE:** This property is being offered in accordance with the exchange/sale provisions of Section 201(c) of the Federal Property and Administrative Services Act of 1949 Stat.384 as amended (40 U.S.C.481c).
- 7) **EP: ENVIRONMENTAL PROTECTION:** All offeror's are advised that they must comply with all applicable Federal, State and local laws, ordinances, regulations, etc., with respect to human safety and the environment during the processing, use or disposal of material purchased from the Department of Defense.
- 6) **RELEASE OF MATERIALS:** If purchaser wishes to release material to a carrier or agent, it is requested a written release be furnished prior to release of material.

Special Notices:

- Property is located at the National Security Agency, NOT the DRMO.
- Physical inspection of the property offered on this sale is prohibited. No additional information is available to the National Sales Office concerning the property for this sale. Photographs of this property will not be provided to the prospective bidders or the purchaser, unless published on the DRMS website. Upon award, the purchaser may view the equipment on site. Driving directions will be provided to the purchaser upon payment in full.

- **RIGGING COMPANIES**

A list of rigging companies servicing this geographic area will be provided to the purchaser, upon request, from the Sales Contracting Officer (SCO). This list may not include every provider of service. The Government assumes no responsibility for the services furnished by any firms listed, nor does the Government endorse the use of or business practices of any listed business.

Supply Condition Codes

Code	Title	Definition
A	Serviceable (issuable without qualification)	New, used, repaired, or reconditioned material which is serviceable and issuable to all customers without limitation or restriction. Includes material with more than 6 months' shelf life remaining.
B	Serviceable (issuable with qualification)	New, used, repaired, or reconditioned material which is serviceable and issuable for its intended purpose but which is restricted from issue to specific units activities, or geographical areas by reason of its limited usefulness or short service life expectancy. Includes material with 3 through 6 months' shelf life remaining.
C	Serviceable (priority issue)	Items which are serviceable and issuable to selected customers, but which must be issued before Condition A and B material to avoid loss or as a usable asset. Includes material with less than 3 months shelf life remaining.
D	Serviceable (test/ modification)	Serviceable material which requires test, alteration, modification, con version, or disassembly. (This does not include items which must be inspected or tested immediately prior to issue.)
E	Unserviceable (limited restoration)	Material which involves only limited expense or effort to restore to serviceable condition and which is accomplished in the storage activity where the stock is located.
F	Unserviceable (reparable)	Economically reparable material which requires repair, overhaul, or reconditioning (includes reparable items which are radioactively contaminated).
H	Unserviceable	Material which has been determined to be unserviceable and does not meet repair criteria, (includes condemned items which are radioactively contaminated).

Demilitarization Codes/Requirements

A DEMIL customer service helpline at 1-888-352-9333 is available 8:00-5:00 EST/EDST to address any demilitarization problems or concerns.

Code	Explanation
A	Non-MLI/Non-CCLI. Demilitarization not required.
B	MLI (NON-SME). Demilitarization not required. Trade Security Controls (TSC) required at disposition.
G	MLI (SME). Demilitarization required - AEDA. Demilitarization, and if required, declassification and/or removal of sensitive markings or information will be accomplished prior to physical transfer to a DRMO. This code will be used for all AEDA items, including those which also require declassification and/or removal of sensitive markings or information.
Q	CCLI. Commerce Control List Item – Demilitarization not required. CCLI are dual-use (military, commercial, and other strategic uses) items under the jurisdiction of the Bureau of Export Administration, U.S. Department of Commerce, through the Export Administration Regulations. The types of items under the Commerce Control List (CCL) are commodities (i.e., equipment, materials, electronics, propulsion systems, etc.), software, and technology. The CCL does not include those items exclusively controlled by another department or agency of the U.S. Government.

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

The General Information and Instructions and General and Special Conditions of Sale are hereby incorporated by reference and become a part of this Invitation for Bids and any contract resulting from acceptance of bid submitted pursuant to this Invitation for Bids as fully as though such Instructions, Term and Conditions had been specifically set forth herein. The Instructions, Term and Conditions are contained in Defense Reutilization and Marketing Service pamphlet entitled *Sale by Reference - Instructions, Terms and Conditions Applicable to Department of Defense Personal Property Offered for sale by Defense Reutilization and Marketing Service dated March 1994*, and may be obtained from the DRMS Web site, www.dla.mil/drms or upon request from the DRMS National Sales Office, 74 Washington Ave. N, Battle Creek, MI 49017-3092. Copies are available through any activity of the Defense Reutilization and Marketing Service.

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

DRMS pamphlet *Sale by Reference, March 1994*:

- Part 1: **General Information and Instructions** (DRMS Form 81, Oct 93): Complete except: Condition 6 should read: Any sale or use tax imposed by any state, country or political subdivision will be paid by the Purchaser.
- Part 2: **General Sale Terms and Conditions** (Standard Form 114C, Jun 86 ed., and DRMS Form 84, Oct 93). All Conditions Except Conditions 1 and 9.
- Part 3: **Special Sealed Bid Conditions** (Standard Form 114C-1, Jan 70 ed., and DRMS Form 99, Oct 93). All Conditions Except A and E.
- Part 5: **Additional Special Circumstance Conditions - Miscellaneous** (DRMS Form 86, Oct 93). As specified in item description.
- Part 6: **Additional Special Circumstance Conditions- Demilitarization and Mutilation** (DRMS Form 95 Oct 93). As specified in item description.
- Part 7: **Additional Special Circumstance Conditions - Hazardous and Dangerous Property** (DRMS Form 98, Oct 93). As specified in item description.

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

Articles

ARTICLE AE: DEFAULT

If the Purchaser fails to pay for and remove the property by the removal date stated on the DRMS Form 1427, Notice of Award, Statement, and Release Document, or any additional days granted by the Sales Contracting Officer, then the Purchaser will be considered to be in default and, without further notice, shall lose all right, title and interest in the property and will be entitled to a refund of any portion of the purchase price paid for the property, unless the Purchaser has removed any portion of a line item in which case, the Purchaser will not be refunded any portion of the purchase price for that line item. Buyers who default on sales contracts may be proposed for debarment and restricted from participating in future Government sales.

ARTICLE B01: BID DEPOSITS AND PAYMENTS

(a) A bid deposit is not required on this sale. Full payment is required prior to removal in accordance with DRMS Pamphlet, Sale by Reference, March 1994, Part 2, Condition 6.

(b) All bid deposits and payments, including those for storage charges, liquidated damages, and interest, must be in the form of cashier's check, certified check, traveler's check, bank draft, money order, cash or credit card (MasterCard, Visa, Discover Card, American Express only). Make checks payable to U.S. Treasury. 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 exact credit card. Bidders whose payment is accompanied by a letter of credit, or who have on file an approved bid bond (SF150 or SF 151) may make 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 uncertified check is not honored for payment by the payee's bank upon initial presentment for payment, the Government may, after notifying the bidder, require the bidder to make all future payments by cash, cashiers check, certified check, traveler's check, bank draft or money order.

(d) Successful bidders that wish to make payment via credit card for property awarded via credit card can do so by providing language substantially as follows:

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

Any necessary adjustments in accordance with condition of sale entitled "Adjustment or Variation in Quantity or Weight" will be applied to the card as a debit or credit.

(e) Personal checks will be accepted for payment of debt interest, liquidated damages, overages and storage charges for amounts of \$25.00 or less.

(f) All payments should be addressed and mailed or delivered to:
Defense Reutilization and Marketing Service
Attn.: Cashier
74 North Washington Ave.
Battle Creek, MI 49017-3092

Credit card payments may be faxed to: (269) 961-7314

ARTICLE B07: CHANGE IN CONTRACT CLAUSES:

The terminology "Strategic List" and "SLI" appearing in Article J: STRATEGIC LIST ITEMS (SLI) and Article K: MUNITIONS AND STRATEGIC LIST ITEM (mli/sli) COMPLIANCE found at Part 5 of the sale by reference pamphlet dated March 1994 is deleted and "Commerce Control List" and "CCLI", respectively, are substituted therefore. All other language remains unchanged and in full force and effect.

ARTICLE B10: DISMANTLING AND REMOVAL

Purchaser agrees to furnish all labor, materials, and equipment necessary to dismantle and remove property at no cost to the Government.

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 B32: CLEANUP

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

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 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 MI: PERFORMANCE, PREPARATION, AND REMOVAL OF PROPERTY

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. The purchaser shall be required to restore the work area to its original condition after removal of the property. If the purchaser is not able to perform the required restoration, the purchaser agrees to reimburse the Government for all costs associated with that restoration.

ARTICLE 61: DENIED AREAS

The bidder understands and agrees that the ultimate destination of any property awarded from this sale will not be to Cuba, Iran, Iraq, Libya, Unita (Angola), and Bosnian Serb-Controlled area of the Republic of Bosnia-Herzegovina. The following countries are able to purchase demil "A" (non MLI/SLI) coded property only, but they need to submit a completed End-Use Certificate (EUC) to the sales contracting officer when submitting a bid for property. Afghanistan, Albania, Bulgaria, Burma, Cambodia, Peoples Republic of China, Estonia, Ethiopia, Haiti, Laos, Latvia, Lithuania, Madagascar, Mongolia, Mozambique, Peru, Romania, Somalia, Sudan, Syria, Vietnam, All former states of Yugoslavia, South Africa, Slovenia, Bosnia-Herzegovina, Montenegro, Serbia and other Republics and All former states of the Soviet Union.

Loading Table

Time for Removal

(See DRMS pamphlet, "Sale by Reference, March 1994, Part Z, Condition no. 8, Standard Form 114C)
 The removal period is established on the basis that a written notice of award will be made by June 18, 2004.
 Should the written notice of award on any item(s) not be made by the above date, an appropriate allowance will be made in the date of removal for such items.

Property must be removed between 06 – 09 Jul 2004, and definitely NO LATER THAN July 9. 2004 @ 2:00 P.M. (EDST):

LOADING LEGEND

I GOVERNMENT WILL LOAD

- (a) Rail
- (b) Truck or Trailer

II GOVERNMENT WILL LOAD-OPEN TOP CONVEYANCE ONLY

- (a) Rail
- (b) Truck or Trailer

III PURCHASER MUST LOAD (NO GOVERNMENT ASSISTANCE)

- (a) Rail facilities available adjacent to property
- (b) Rail facilities available on the installation but remote from property
- (c) No rail facilities available

IV OTHER

ITEM
1

LOADING LEGEND
IIIc

Loading Notes

Items 1 - Purchaser or agent to dismantle and load with NO Government assistance. Show drivers license, current registration, and proof of insurance along with a paid in full copy of DRMS Form 1427, Notice of Award Statement and Release Document to obtain pass. A DRMS Form 1646, Letter or Authorization, is also required for anyone other than the Purchaser, for property release. **A 5-day notice is required prior to removal of property, for security clearances.** Point of contact (POC) is Jim Redman. Telephone (301) 688-8173. Provide the POC with the names, dates, and places of birth of individuals who will be viewing and/or dismantling and loading the press. The individuals must be U.S. Citizens.

Credit Card Information

Please note

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

If a credit card is to be used as a payment, complete the following information and return this sheet with your bid, or AFTER AWARD, facsimile this completed page to (269) 961-7314. Be sure to include your contract number.

(Please type or legibly print information)

First Name: _____ Last Name: _____

Company Name: _____

Card Holder Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ - _____

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

Credit Card Number: _____

Expiration date: Month _____ Year _____

I (we) authorize the sales contracting officer to obtain payment by credit card for any items I am (we are) awarded on this sale.

Authorized Signature

Date

<p style="text-align: center;">LETTER OF AUTHORIZATION <i>(Prescribing authority: DRMS-H 4160.3. Volume 1)</i></p>	<p>TO: _____</p>
<p>I, _____ the undersigned, hereby authorize _____ to <i>(PRINT NAME)</i> <i>(PRINT NAME)</i> act as my agent on Contract _____ with respect to the items listed below and for the purpose indicated by check mark in the boxes provided under "Extent of Authority".</p>	
<p>EXTENT OF AUTHORITY</p>	<p>LIST ITEM(S)</p>
<p><input type="checkbox"/> Make payment.</p> <p><input type="checkbox"/> Make payment and remove property.</p> <p><input type="checkbox"/> Remove Property.</p> <p><input type="checkbox"/> Perform work required under the contract</p> <p><input type="checkbox"/> Accept and sign for deliveries above or below the quantity variations allowed under the contract.</p> <p><input type="checkbox"/> Sign certifications required prior to Government's permitting release of property.</p> <p><input type="checkbox"/> Other (specify): _____</p>	
<p>SIGNATURE OF PURCHASER</p>	<p>DATE</p>

DRMS FROM 1646, APR 2002 (EF) (Previous Edition May be used Until Exhausted)

BEFORE YOU BEGIN, READ THE FILLER HELP PROVIDED UNDER FILE/FORM INFO. THEN PUT YOUR CURSOR IN THE RED BOX AND CLICK ON F1 FOR SOME ADDITIONAL INFO.



IFB/CONTRACT/OFFER/SF122/SF123 ORDER NO.

<p align="center">END-USE CERTIFICATE (STATEMENT REGARDING DISPOSITION AND USE OF PROPERTY) (Please read Privacy Act Statement on reverse before completing this form. If additional space is required, use separate sheets and identify by Block Number.)</p> <p align="center">TYPE OR PRINT ALL INFORMATION</p>		FOR AGENCY USE ONLY				Form Approved OMB No. 0704-0382 Expires Dec 31, 2004		
		TSC CLD	PRIMARY PURCHASER	SUB-PURCHASER				
		YES		1	2		3	4
		NO						
<p>The public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to DoD, Washington Headquarters Services, DIOR (0704-0382), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to either of these addresses. RETURN COMPLETED FORM TO THE OFFICE STATED ON THE IFB, SOLICITATION OR PROPOSAL.</p>								
<p>INSTRUCTIONS. This form must be fully completed by all applicants for Munitions List Items (MLI)/Commerce Control List Items (CCLI) prior to acceptance by the U.S. Government and constitutes an integral part of this bid. The information given must be true and correct and will become a part of this contract. Every block MUST have an entry. If necessary, insert "NONE," "SAME AS BLOCK X," or "NOT APPLICABLE" (do not use "N/A"). If the applicant is acting solely as an Agent, a DLA Form 1822 must be signed by the Principal. The term Approving Official is used to indicate the person authorized to act for the U.S. Government (Sales Contracting Officer, Plant Clearance Officer, or other designated individual). FOR ALL SALES OF PROPERTY APPROVED BY PLANT CLEARANCE OFFICERS, UPON THE REMOVAL OF THE PROPERTY, ALL DOCUMENTATION REQUIRED BY THIS FORM WILL BE FORWARDED TO THE IDENTIFIED TRADE SECURITY CONTROL OFFICE.</p> <p>The following applies to all property subject to sale using this form: the use, disposition, export, or re-export of this property, is subject to the publications, penalties, and other provisions of the economic programs administered by the Office of Foreign Assets Control, U.S. Treasury Department, 31 CFR Chapter V.</p>								
THIS STATEMENT IS SUBMITTED IN CONNECTION WITH:			LINE ITEM NUMBER/COMMODITY					
<input type="checkbox"/> SALE <input type="checkbox"/> EXCHANGE <input type="checkbox"/> OTHER:								
NAME (Last, First, Middle)			SSN/ALIEN CARD NO./COUNTRY ID					
DATE OF BIRTH (MM/DD/YY)	PLACE OF BIRTH (City or County, State, Country)			TELEPHONE NUMBER (Include Area Code)				
MAILING ADDRESS			PHYSICAL ADDRESS					

SECTION I. GENERAL INFORMATION

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

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

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

1. PURPOSE. THE PROPERTY REFERRED TO IN ABOVE IFB/OFFER NUMBER WILL BE UTILIZED FOR THE FOLLOWING: Enter and "X" in the appropriate item(s) below. In the case of resale, 1 item 1.F. or 1.G. MUST be marked.		
<input type="checkbox"/> A. Retention for the following specific use (see note):	<input type="checkbox"/> B. Resold in the form received for the following use (see note) :	<input type="checkbox"/> C. The property will not be sold or otherwise disposed of for use outside of the United States or to non-U.S. Citizens/Nationals in the United States.
<input type="checkbox"/> D. The property may be re-exported in the form received to the following country/countries:	<input type="checkbox"/> E. Resale after following alteration (description of final production) : _____ in (Country/Countries) : _____ and distribution in (Country/Countries) : _____	<input type="checkbox"/> F. If sold, name, address, and telephone number of sub-purchaser(s) :
<input type="checkbox"/> G. The customers are unknown at this time. If required by the contract/transfer document, I will obtain prior written approval for the resale of any of the property covered by this contract.		
ADDITIONAL INFORMATION: State any other material facts relating to end user and use of the property which may be of value in considering the proposal:		

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

<p>SECTION III. UNDERSTANDING AND NOTIFICATIONS</p> <p>1. The use, disposition, export and re-export of this property is subject to all applicable U.S. Laws and Regulations, including but not limited to the Arms Export Control Act (22 USC 2751 et seq.); Export Administration Act of 1979 (50 USC App. 2401 et seq.) as continued under Executive Order 12924; International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.) and the Espionage Act (18 USC 793 et seq.); which, among other things, prohibit:</p> <p>A. The making of false statements and concealment of any material information regarding the use or disposition, export or re-export of the property and</p> <p>B. Any use, disposition, export or re-export of the property not permitted by applicable statute and regulation.</p> <p>2. The submission of false or misleading information and/or concealment of any material facts regarding the use, disposition or export of this property may constitute a violation of provisions of 18 USC 793/1001, 22 USC 2778/2779, 50 USC App. 2410, and 50 USC App. 1-44. Sanctions for violations will be in conformity with U.S. laws and regulations (including Federal Acquisition Regulations and DoDD 2030.8) and may include the denial of U.S. export privileges and of any participation in future U.S. Government contracts.</p> <p>3. Transfers of MLI and CCLI property by purchasers/bidders are subject to the requirements of the appropriate licensing department or agency. In many cases, an export license or other authorization may be required. With respect to MLI, registration of the purchaser's/bidder's business with the Department of the State may also be required. It is the responsibility of the purchaser/bidder to determine what the applicable requirements may be and to obtain all necessary authorizations or</p> <p>4. When MLI/CCLI property is transferred, the information in this form regarding the above laws and regulations must be passed to the subsequent purchaser/receiver. Records of Resale in buyer's possession should be available for Trade Security Controls Office review, if requested.</p> <p>5. The Invitation For Bid and Sale/Exchange Contract number can be referenced when submitting an application for an export license or other authorization to the Department of State for MLI or Department of Commerce for CCLI.</p> <p>6. The Government expects the Purchaser/Recipient to cooperate with all authorized Government representatives to verify the existence and condition of MLI/CCLI.</p>
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<p>SECTION IV. CERTIFICATION STATEMENT TO BE SIGNED BY BIDDER AT TIME OF RESPONSE TO IFB</p> <p>1. I do certify that all information given in this Statement Regarding Disposition and Use of Property is true and correct to the best of my knowledge and belief and have not knowingly omitted any information which is inconsistent with this statement. I understand this statement will be referred to and be a part of the contract of sale/exchange with the U.S. Government. I agree to submit a written request for amendment of this statement to the Approving Official prior to effecting any change of fact or intention from that stated herein or in any prior amendment, whether occurring before or after the release of the commodities, and not to effect such changes without first receiving written approval of the Approving Official.</p> <p>2. I acknowledge having been advised that the MLI/CCLI property I purchased is controlled by the U.S. Government and in many cases cannot be transferred (exported, sold or given) to a foreign country, a non-U.S. Citizen/National or a non-Permanent US Resident without a valid State/Commerce Department export authorization. Should I transfer this property to a foreign country, a non-U.S. Citizen/National or a non-Permanent US Resident, I will obtain any required authorization before making such transfers. I will not transfer this property to countries, regimes and nationals targeted under the sanctions program administered by the U.S. Treasury Department's Office of Foreign Assets Control.</p> <p>3. Neither the applicant, corporate officers, directors or partners is:</p> <p>A. The subject of an indictment for or has been convicted of violating any of the U.S. Criminal statutes enumerated in 22 CFR 120.27 since the effective date of the Arms Export Control Act, Public Law 94-329, 90 Stat. 729 (June 30, 1976) ; or</p> <p>4. The person signing this DLA Form 1822 is:</p> <p><input type="checkbox"/> a Citizen of the United States of America, or</p> <p><input type="checkbox"/> lawfully admitted to the United States for Permanent Residence and maintains such residence under the Immigration and Nationality Act, as amended (8 USC 1101(a), 20, 60 Stat. 163) , or</p> <p><input type="checkbox"/> a Citizen of _____, and/or</p> <p><input type="checkbox"/> is an official of a foreign government entity in the United States.</p>

A. NAME (Type or print)	B. SIGNATURE	C. DATE SIGNED
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PRIVACY ACT STATEMENT	
AUTHORITY:	10 USC 136; 40 USC 471; 50 USC 2411; 22 USC 2751; and EO 9397.
PRINCIPAL PURPOSE(S):	Determine applicant eligibility to participate in the program and ensure that property recipients comply with the terms of the sale.
ROUTINE USES:	Data may be disclosed to the Departments of State, Commerce, Treasury, Transportation and Justice for determining compliance with applicable laws and regulations and to the General Services Administration to determine presence of debarment proceedings against a recipient.
DISCLOSURE:	Voluntary; however, failure to provide the requested information may result in ineligibility to receive surplus or foreign personal property. DLA PRIVACY ACT SYSTEM NOTICE S800.10 DLSC APPLIES - SEE THIS NOTICE FOR FURTHER INFORMATION.

INSTRUCTIONS FOR COMPLETING DLA FORM 1822, END-USE CERTIFICATE (12/14/01)

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

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

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

PAGE 1

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

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

1. THIS STATEMENT IS SUBMITTED IN CONNECTION WITH:

Place and "X" in the block that best identifies the type of transaction you are entering into:

- SALE - purchasing property from the Defense Reutilization and Marketing Service or the Defense Contract Management Agency.
- EXCHANGE - an agreement with a Military Service Museum to exchange property for agreed upon property or /services.
- OTHER - for those transactions that are not a sale or exchange and where title to property may or may not pass from government control.

2. LINE ITEM NUMBER/COMMODITY:

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

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

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

If an individual is bidding for himself or herself, that individual's name must be provided in this block.

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

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

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

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

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

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

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

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

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

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

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

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

7. TELEPHONE NUMBER: (Include Area Code).

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

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

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

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

If the bid for a business, the business's mailing address must provide in this block.

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

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

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

SECTION I. GENERAL INFORMATION

10. BLOCK 1. TYPE OF FIRM:

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

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

- "Sole Proprietorship" = solitary owner/independent control
- "Partnership" = two or more persons contractually associated as joint principals in a business with joint rights and responsibilities.
- "Corporation" = an association or group of individuals united in trade or similar interests that has filed Articles of Incorporation.
- "Other" = (The signer of this EUC must check "Other" and specify affiliation with official bidder.)
 - = Principal (Person having controlling authority)
 - = Agent (Person acting for or in place of another by authority from him).

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

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

This should best describe the type business/interest of the ultimate end-user.

12. BLOCK 3 - NATURE OF PRINCIPAL'S BUSINESS

This should best describe the type business/interest of the official bidder.

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

If the bid is in the name of an individual, enter "Not Applicable".

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

BLOCK 5 - BUSINESS/CORPORATION HEADQUARTERS

14. BLOCK 5A - NAME:

If bid is in the name of an individual, enter "Not Applicable".

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

15. BLOCK 5B - ADDRESS:

Give full physical address. Street and City names must be spelled out; abbreviations are unacceptable. Only two-letter (or standard) abbreviation for State or Country is acceptable.

If the bid is in the name of an individual, enter "Not Applicable".

If the bid is in a company's name, the individual signing this EUC must provide the complete physical address of company headquarters. (Post Office Box is unacceptable).

BLOCK 6 - BRANCH OFFICE:

16. BLOCK 6A - NAME:

If the bid is in the name of an individual, enter "Not Applicable".

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

If the official company branch and headquarters' names are the same, enter "Same as Block 5A".
 If the bid is in a company's name and there is no branch office for this company, enter "Not Applicable".

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

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

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

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

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

18. BLOCK 7 - ON SEPARATE SHEETS OF PAPER, ATTACH THE NAMES, ADDRESSES, SSNs, DATES AND PLACES OF BIRTH OF CORPORATE

OFFICERS, PARTNERS AND/OR AGENTS.

Failure to comply will cause your transaction to be placed on hold or not considered.

If the bid is in the name of an individual, enter "Not Applicable".

If the bid is for a company, the required information for each of the Officers, Directors, and Partners is to be on separate sheets of paper.

SECTION II. END-USERS/USER INFORMATION

If this is a negotiated exchange, identify the item(s) you will be providing the government in this exchange:

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

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

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

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

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

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

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

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

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

Check this box if applicable.

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

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

Check this box if applicable, and list the country (ies). Attach valid, current Department of State Registration (for export).

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

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

Describe the altered product;

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

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

Attach valid, current Department of State Registration (for export).

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

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

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

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

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

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

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

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

PAGE 2
SECTION III - UNDERSTANDING AND NOTIFICATION

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

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

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

26. PARAGRAPH 4. The person signing this DLA Form 1822 is:
Check the block that applies to you and fill out any applicable portion.

28. BLOCK A - NAME (Type or Print)
Be sure your name is legible.

29. BLOCK B - SIGNATURE Be sure to sign this form
If signer of EUC is Officer, Director, Partner, Principal, Agent, etc., for official bidder, provide title/authority.

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