

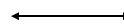
US ARMY

SOLICITATION FBQRP 2210

FORT BRAGG QUALIFIED RECYCLING PROGRAM (QRP)

Scrap Lead Acid Batteries
Approximately 100,000 + lbs.

Posting Date
05/17/2022



Close of Bid Date
05/26/2022 1300 EST



MATERIAL: Scrap Lead Acid Batteries. Email or call Shawn.c.hardy.civ@army.mil, (910)366-4530 or james.m.duncan46.civ@army.mil, (910)977-2502 to schedule an appointment to preview the material. This is a one-time sale for the material shown in the pictures. Material can be loaded onto buyer's equipment by the government. The buyer is responsible for securing the load and ensuring it can be transported safely.

1. Fort Bragg reserves the right to reject or retain any bid. Award will be made to the highest responsive and responsible bidder.
2. Scrap Lead Acid Batteries will continue to be delivered during the open announcement of this sale. The amount of batteries may be greater by the close of sale.
3. Fort Bragg Recycling Office may terminate the contract in whole or in part for failure of the Buyer to perform any of its obligations under the contract. In such event, the Buyer shall be liable for damages including the excess costs of re-procuring bids, or loss to the Fort Bragg Recycling Program in procuring lower bids. Upon default of contract, Buyer shall lose all right, title and interest to the property. If a Buyer has removed part of a commodity, but fails to remove the remainder of the item within the time specified for removal, the contract will be terminated for default in part and Buyer will not be entitled to a refund of any portion of the price paid for said commodity.
4. **The buyer is required to make a 50% deposit by certified check prior to pick-up of the material. The Buyer will be invoiced on the amount balance after deposit. Buyer should not make payment until invoice is received. Payment must be made within thirty (30) days upon receipt of the invoice. Check will be made to the US Treasury and Fed Ex/UPS to the address listed in the bid submission form. Do not use US Postal Service address because checks will be delivered to the incorrect building. Failure to make payment will result in legal action to recover invoiced funds**
5. The Buyer agrees to provide equipment capable of hauling scrap batteries from Fort Bragg Recycling Center. Batteries will be loaded on pallets so optimal weight for each truck may not be reached.
6. The Buyer agrees to acquire materials within (2) two weeks, excluding holidays, after notification of availability of scrap batteries. Pick-ups will be made between 0800—1500 hours Monday through Friday (Excluding Federal holidays). The Buyer agrees to coordinate and schedule pick-up times and dates.
7. Transportation Charges: The Buyer agrees to provide transportation related to the pick-up and/or shipment of the recyclable materials at no charge to the QRP or the Government.
8. Securing the load is the sole responsibility of the Buyer or his/her agent. The Buyer assumes total responsibility and liability for the scrap once it is in the Buyer's possession, and shall hold harmless and

indemnify the United States, Fort Bragg and its contracting authority.

9. A Bill of Lading will be created at the time of pick up. The Bill of Lading will document the scrap battery weight removed from Fort Bragg. A copy of the Bill of Lading shall be provided to the buyer at the time of pick up.
10. An invoice will be created and sent to buyer after all materials from sale have been transported. Buyer should not make payment until invoice is received. Weight of each individual pallet of batteries will be reduced by 50 lbs. to capture weight of the pallet.
11. Transportation: The Buyer shall provide trucks that are DOT approved. The vehicles shall possess control devices to prevent spillage. The Buyer is responsible for the cleanup of all spillage both on and off the installation. The Buyer shall comply with the DOT containment requirements for transporting materials. The Buyer is also responsible for all DOT vehicle and weight transportation requirements.
12. The Buyer shall adhere to all applicable safety, fire, environmental, and transportation regulations.
13. Indemnification: The buyer accepts full responsibility and liability for any damage to any of its property or injury to any of its personnel that may occur during or after receiving the scrap materials covered under this agreement. The buyer agrees to hold and save harmless at all times the U.S. Government (including Ft. Bragg, its agents, representatives, and employees) against any and all claims, demands, suits, judgements, costs, charges, and expenses arising out of or in connection with any loss, damage, or injury resulting from the negligence or other fault of the buyer, its agents, representatives, and employees. The buyer has the right and is encouraged to inspect materials before and during loading including the manner in which materials are loaded for potential safety hazards.
14. Hazardous Material Spills: The buyer shall be responsible for any spills resulting for any action taken by the buyer pursuant to this agreement while on Ft. Bragg and shall immediately report any spills to the Ft. Bragg Fire Department by calling 911. The buyer agrees to expeditiously cleanup all spills or leaks in a manner that complies with all federal, state and local environmental laws and regulations. The cleanup shall be at no cost to the government and the buyer agrees to hold the government harmless and indemnify the government for any costs incurred as a result of, or incidental to, any handling, removal, transportation, storage, treatment, or disposal of materials performed by the buyer or its subcontractors. In the case of imminent health and safety dangers, the government reserves the right to take immediate action to contain a spill or to otherwise minimize the threat to health and safety. The buyer shall reimburse the government for the costs incurred upon submission of a bill for its actual costs in taking such action. In the event of a spill, the buyer may request support from the installation on a cost reimbursable basis. The buyer shall have on hand and use as needed appropriate and sufficient supply of spill prevention and containment cleanup materials which are compatible with the substances they are intended to cleanup so as not to create incompatibility and hazards during spill cleanup effort.
15. Sales agreement Termination: Fort Bragg reserves the right to terminate this sales agreement should the buyer or its representatives fail to follow the above stated terms and conditions.
16. ANY OCCUPANT TRYING TO ACCESS FORT BRAGG ARE SUBJECT TO A BACKGROUND SCREENING AT THE VISTORS CENTER. IF THERE ARE ANY FELONIES ON A PERSONS RECORD THEY WILL NOT BE GRANTED ACCESS TO THE INSTALLATION. FIREARMS ARE NOT PERMITTED ON THE INSTALLATION UNLESS THEY HAVE BEEN REGISTERED WITH THE FORT BRAGG PROVOST MARSHALL OFFICE.