

STANDARD FORM 114
MARCH 1960
PRESCRIBED BY GENERAL
SERVICES ADMINISTRATION
REGULATION I-IV-302.00

GS-03-U-(P)-5300

ALUMINUM PLATES
3UPS-TC-62-30

Sale

GOVERNMENT PROPERTY

PAGE NO. 1 OF 6 PAGES OF
INVITATION NO. 3UPS-TC-62-30
DATED August 4, 1961

Sealed bids in TRIPLICATE
subject to the terms and conditions set forth here-
in, for the purchase and removal of the Govern-
ment-owned property listed in this Invitation, will be
received until the time, date, and at the place indicated
below, and then publicly opened.

TIME OF OPENING 10:00 A. M., EDST TIME.
DATE OF OPENING August 24, 1961
PLACE OF OPENING GSA Business Service Center, Room 7122
Seventh & D Streets, S. W., Washington 25, D. C.
BID DEPOSIT OF \$500.00 IS REQUIRED WITH BID.

INSPECTION INVITED BETWEEN M AND M
THIS PROPERTY IS NOT AVAILABLE FOR INSPECTION

ARRANGE WITH _____ TELEPHONE _____

ISSUED BY GENERAL SERVICES ADMINS., REGION 3, SURPLUS SALES CENTER
ADDRESS 4511 RHODE ISLAND AVENUE, BRENTWOOD, MARYLAND
PROPERTY LOCATED AT _____

STANDARD FORM 114-A MARCH 1960 PRESCRIBED BY GENERAL SERVICES ADMINISTRATION REGULATION I-IV-302.00	<h2 style="margin: 0;">SALE OF GOVERNMENT PROPERTY</h2> <h3 style="margin: 0;">BID AND AWARD</h3>
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BID (This Section to be completed by the Bidder)	DATE OF BID _____ 19____
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In compliance with the Invitation identified on the cover page hereof, and subject to all the General Sale Terms and Conditions (Standard Form 114-C, March 1960 Edition), and any Special Conditions contained in the Invitation, all of which are incorporated as a part of this Bid, the undersigned offers and agrees (as set forth in Condition No. 3 of Standard Form 114-C), if this Bid be accepted within _____ calendar days (60 calendar days if no period be specified by the Government or by the Bidder, but not less than 10 calendar days in any case) after date of Bid opening, to purchase and pay for any or all of the items or lots of property listed on the attached Item Bid page(s) _____ (and, if a detailed description of property is furnished with this Invitation, as more particularly set forth therein) upon which prices are bid, at the price set opposite each item or lot, and unless otherwise specified in the description or in any Special Conditions, to remove the property within _____ calendar days (10 calendar days if no period specified) after notice of acceptance by the Government. The total amount bid is \$ _____ and attached is the required bid deposit in the form of _____, in the amount of \$ _____.

(Envelopes containing bids must be sealed and marked on the face with the name and address of the Bidder, the Invitation number and the date and hour of opening.)

BIDDER REPRESENTS: *(Check appropriate boxes)*

1. That he is, is not, a small business concern. *(See Standard Form 114-C for definition of small business and small business classifications referred to in 2, hereinbelow.)*
2. If Bidder represents he is a small business concern, he further represents his applicable classification as:
(Check one) (a); (b); (c); (d).
3. (a) That he has, has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Bidder) to solicit or secure this contract, and (b) that he has, has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. *(For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 44, Part 150.)*

NAME AND ADDRESS OF BIDDER <i>(Street, city, zone, and State. Type or print)</i> Hagerstown Metals Box 154 Hagerstown, Maryland	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID _____ SIGNER'S NAME AND TITLE <i>(Type or print)</i> Irving Apatoff
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ACCEPTANCE BY THE GOVERNMENT (This Section for Government use only)		DATE OF ACCEPTANCE _____ 19____
ACCEPTED AS TO ITEMS NUMBERED 42	UNITED STATES OF AMERICA BY <u>Herbert J. Matthews</u> (Contracting Officer)	
TOTAL AMOUNT \$ <u>Form Contract 02-0-4-1-1-200</u>	CONTRACT NUMBER _____	TITLE OF CONTRACTING OFFICER Chief, Sales Branch

STANDARD FORM 114-B MARCH 1960 PRESCRIBED BY GENERAL SERVICES ADMINISTRATION REGULATION I-IV-302.00		SALE OF GOVERNMENT PROPERTY ITEM BID PAGE		PAGE NO. 3	INVITATION NO. 3UPS-TC-62-30	
TO BE SUPPLIED BY BIDDER						
ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRICE BID	
					DOLLARS	CENTS
	<p>This contract covers the purchase and smelting of aluminum plates as designated by the Utilization and Disposal Service in accordance with the terms and conditions of this contract during the period commencing September 1, 1961 and ending June 30, 1961.</p> <p>The quantities estimated for Items 1a and 1b represent the Government's estimates of the average monthly poundage to be generated. The Government in no way guarantees these estimates and payments must be based on the actual poundage delivered.</p>					
1.	a. Aluminum plates delivered to contractor's plant requiring smelting at contractor's plant (estimated 15,000 lbs. per month).			Price Bid Per Lb.	.1481	
	b. Aluminum plates with selenium coating delivered to contractor's plant requiring smelting at contractor's plant (estimated 100 lbs. per month).			Price Bid Per Lb.	.1481	
	<p>NOTE: Contractor will be given notice before aluminum plates with selenium coating are delivered for smelting.</p> <p>BIDDERS ARE REQUIRED TO BID ON EACH OF THE ABOVE TWO (2) SUB-ITEMS.</p> <p><u>SPECIAL CONDITIONS</u></p> <p>1. The contractor must have or establish smelting facilities within twenty (20) miles of the District of Columbia boundary.</p> <p>2. All aluminum plates must be smelted on day of delivery. Each accumulation will be under the direct supervision of a security official of the disposing activity.</p> <p>3. <u>PAYMENT:</u> The Purchaser shall pay the Government's bill covering property delivered hereunder within fourteen (14) days calculated from date of mailing such bill.</p> <p>4. <u>PERFORMANCE BOND:</u> Within ten (10) days after notice of award the successful bidder shall furnish a bond on U. S. Standard Form Number 25, for the faithful performance of the contract in the amount of \$5,000.00.</p>					
	(Continued on Page 4)					
BIDDER IS CAUTIONED TO INSPECT THE PROPERTY				NAME OF BIDDER (Type or print)		
BIDDER'S NAME SHOULD APPEAR ON EACH ITEM BID PAGE CONTAINING A BID.						

STANDARD FORM 114-B MARCH 1960 PRESCRIBED BY GENERAL SERVICES ADMINISTRATION REGULATION I-IV-302.00		SALE OF GOVERNMENT PROPERTY ITEM BID PAGE		PAGE NO. 4	INVITATION NO. 3UPS-TC-62-30	
ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	TO BE SUPPLIED BY BIDDER	
					TOTAL PRICE BID	
					DOLLARS	CENTS
	<p>5. <u>WEIGHING</u>: The disposing activity will determine and insert thereon the weights necessary to complete GSA Form R3-105.</p> <p>All three copies of scrap delivery order GSA Form R3-105 will be taken to Contractor's plant along with the aluminum and signed by the contractor or his representative.</p> <p><u>Distribution of GSA Form R3-105 will be as follows:</u></p> <p>The duplicate copy will be left with the contractor for his information.</p> <p>The triplicate copy will be retained by the disposing activity as a receipt.</p> <p>The original copy will be forwarded to GSA Surplus Sales Center, 4511 Rhode Island Avenue, Brentwood, Maryland within forth-eight (48) hours of delivery for billing purposes.</p> <p>6. <u>RELEASE OF LIABILITY</u>: The purchaser agrees to indemnify and save and keep harmless the United States against any or all loss, cost, damage, claim, expense, or liability whatsoever because of accident or injury to persons of others occurring through any act or acts of the purchaser or his agent or employees in connection with this contract.</p> <p>7. <u>TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT</u>: It is understood and agreed that this contract may be terminated for the convenience of and without cost to the Government at any time during the term of the contract upon notification in writing to the contractor by the Contracting Officer thirty (30) days prior to the effective date of such termination.</p> <p>If the Bidder has any questions or need for clarification regarding any part of this offering, Bidder must contact General Services Administration, Region 3, Utilization & Disposal Service, Surplus Sales Center, 4511 Rhode Island Avenue, Brentwood, Maryland. Telephone WARfield 7-8000.</p>					
BIDDER IS CAUTIONED TO INSPECT THE PROPERTY				NAME OF BIDDER (Type or print)		
BIDDER'S NAME SHOULD APPEAR ON EACH ITEM BID PAGE CONTAINING A BID.						

1. **INSPECTION.** The Bidder is invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. Property will be available for inspection at the places and times specified in the Invitation. In no case will failure to inspect constitute grounds for the withdrawal of a bid after opening.

2. **CONDITION AND LOCATION OF PROPERTY.** Unless otherwise specifically provided in the Invitation, all property listed therein is offered for sale "as is" and "where is." If it is provided therein that the Government shall load, then "where is" means f.o.b. conveyance at the point specified in the Invitation. The description is based on the best available information. However, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose. Except as provided in Conditions No. 8 and 10, no request for adjustment in price or for rescission of the sale will be considered. This is not a sale by sample.

3. **CONSIDERATION OF BIDS.** The Bidder agrees that his bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening of bids (sixty (60) calendar days if no period be specified by the Government or by the Bidder but not less than ten (10) calendar days in any case) and that during such period his bid will remain firm and irrevocable. The Government reserves the right to reject any or all bids, to waive any technical defects in bids, and, unless otherwise specified by the Government or by the Bidder, to accept any one item or group of items in the bid, as may be in the best interest of the Government. Unless the Invitation otherwise provides, bids may be submitted on any or all items. However, unless the Invitation otherwise provides, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that item. In case of error in the extension of prices, unit prices will govern.

4. **PAYMENT.** The Purchaser agrees to pay for property awarded to him in accordance with the prices quoted in his bid. Payment of the full purchase price, subject to any adjustment pursuant to Condition No. 8, must be made within the time specified for removal and prior to delivery of any of the property. In the event, however, any adjustment is made pursuant to Condition No. 8, then payment must be completed immediately subsequent to such adjustment. The balance of the purchase price after applying the total bid deposit made by the Purchaser under the Invitation (or otherwise the full purchase price) shall be paid to the Contracting Officer in cash, or by certified check, cashier's check, traveler's check, bank draft, or postal or express money order, made payable to the Treasurer of the United States (or, if so specified in the Invitation made payable either to the Government agency conducting the sale or as directed by that agency). The Government reserves the right to apply any bid deposits made under the Invitation by a Bidder against any amounts due to the Government under a contract awarded to him thereunder. In those instances where the total sum becoming due to the Government from the Purchaser on a contract awarded to him under the Invitation is less than the total amount deposited with his bid, the difference will be promptly refunded to him. Also, deposits accompanying bids which are not accepted will be promptly returned to him.

5. **TITLE.** Unless otherwise specified in the Invitation, title to the items of property sold hereunder shall vest in the Purchaser as and when full and final payment is made, except that if the Invitation provides that loading will be performed by the Government, title shall not vest until such payment and loading are completed. On all motor vehicles and motor-propelled or motor-drawn equipment requiring licensing, a certificate of release, Standard Form 97 (or a State certificate of title if such a certificate of title has been issued to the Government), will be furnished for each vehicle and piece of equipment.

6. **DELIVERY AND REMOVAL OF PROPERTY.** Unless otherwise specified in the invitation, the Purchaser shall be entitled to obtain the property upon vesting of title of the property in him. Delivery shall be made at the designated location, and the Purchaser shall remove the property at his expense within the period of time originally specified in the Invitation or within such additional time as may be allowed by the Contracting Officer. The Purchaser shall reimburse the Government for any damage to Government property caused by the removal operations of the Purchaser. If the Purchaser is permitted by the Government to remove the property after the expiration of the period prescribed or allowed for removal, the Government, without limiting any other rights which it may have, may require Purchaser to pay a reasonable storage charge.

7. **DEFAULT.** If, after the award, the Purchaser breaches the contract by failing to make payment as required by Condition No. 4, or by failing to remove the property as required by Condition No. 6, then the Government may send the Purchaser a fifteen-day written notice of default (calculated from date of mailing), and upon Purchaser's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Purchaser shall lose all the right, title and interest which he might otherwise have acquired in and to the property as to which a default has occurred. The Purchaser agrees that in the event he fails to pay for the property or remove the same within the prescribed time, the Government at its election and upon notice of default shall be entitled to retain (or collect) as liquidated damages a sum equal to 20% of the purchase price of the item (or items) as to which the default has occurred. Whenever the Government exercises this election, it shall specifically apprise the Purchaser either in its original notice of default (or in separate subsequent written notice) that upon the expiration of the period prescribed for curing the default the formula amount will be retained (or collected) by the Government as liquidated damages. The maximum sum, moreover, which may be recovered by the Government as damages for failure of the Purchaser to remove the property and pay for the same shall be such formula amount. If the Purchaser otherwise fails in the performance of his obligations thereunder, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract.

8. **ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.** When property is sold on a "unit price" basis, the Government reserves the right to vary the quantity or weight delivered by 10% from the quantity or weight listed in the Invitation; and the Purchaser agrees to accept delivery of any quantity or weight within these limits. The purchase price will be adjusted upwards or downwards in accordance with the unit price and on the basis of the quantity or weight actually delivered. No adjustment for variation will be made where property is sold on a "price for the lot" basis.

9. **WEIGHING.** Where weighing is necessary to determine the exact purchase price hereunder, the Purchaser shall arrange for and pay all expenses of weighing material (unless Government scales are available on the premises). All switching charges shall be paid by the Purchaser. When removal is by truck, weighing shall be under the supervision of the Government and at its option on: (a) Government scales, (b) certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales, or by other means acceptable to the railroad for freight purposes. Government-approved weighing shall establish the exact purchase price and govern the making of full payment thereon.

10. **RISK OF LOSS.** (1) After mailing notice of award, and prior to passage of title to the Purchaser, the Government will be responsible for the care and protection of the property and any loss, damage, or destruction occurring during such period will be adjusted by the Contracting Officer. (2) After passage of title to the Purchaser, and prior to the date specified for removal, the Government shall be responsible only for the exercise of reasonable care for the protection of the property. (3) After passage of title and after the date specified for removal of the property, or any extension approved in writing by the Contracting Officer, all risk of loss, damage, or destruction from any cause whatsoever shall be borne by the Purchaser.

11. **LIMITATION ON GOVERNMENT'S LIABILITY.** Except for transportation charges when a return of property at Government cost is authorized by the Government, the measure of the Government's liability in any case where liability of the Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as the Government may have received.

12. **ORAL STATEMENTS AND MODIFICATIONS.** Any oral statement or representation by any representative of the Government, changing or supplementing this contract or any Condition thereof, is unauthorized and shall confer no right upon the Purchaser.

13. **COVENANT AGAINST CONTINGENT FEES.** Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. For breach of this warranty, the Government shall have the right to annul this contract without liability or at its option, to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herein set forth.

14. **OFFICIALS NOT TO BENEFIT.** No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.

15. **DISPUTES.** Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Purchaser. The decision of the Contracting Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Purchaser mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Purchaser shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Purchaser shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

16. **DEFINITIONS.** As used throughout this contract, the following terms shall have the meaning set forth below:

(a) The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department, and the head or any assistant head of the Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the Secretary.

(b) The term "Contracting Officer" means the person accepting the bid in whole or in part on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of the representative's authority.

INSTRUCTIONS TO BIDDERS

1. **BID DEPOSIT.** Where a bid deposit is required by the Invitation, such deposit must accompany the bid and be furnished in cash, or by postal or express money order, cashier's, certified, or traveler's check, or a combination thereof; made payable to the Government agency conducting the sale unless otherwise directed in the Invitation. An irrevocable commercial letter of credit may be used to cover the bid deposit or the balance of the purchase price should an award be made unless otherwise directed in the Invitation.

2. **PREPARATION OF BIDS.** Bids shall be filled out in ink, indelible pencil, or type-writer, with all erasures, strike overs, and corrections initialed in ink or indelible pencil.

DEFINITION OF SMALL BUSINESS

1. For this purpose, a small business concern is a concern which, together with its affiliates, falls within one of the classifications set forth in 2 below; is independently owned and operated; and is not dominant in its field of operation. (See Code of Federal Regulations, Title 13, Part 121, as amended, if additional information is desired.)

2. Small Business Classifications.

- Primarily engaged in manufacturing and employs not more than 500 persons.
- Primarily engaged as a nonmanufacturer, except as specified in (c) below, and had an average annual sales volume or receipts, less returns and allowances, of \$5,000,000 or less for its preceding three fiscal years.
- Primarily engaged in the purchase of materials not domestically produced and had an average sales volume or receipts, less returns and allowances, of \$25,000,000 or less for its preceding three fiscal years.
- Certified as a small business concern by the Small Business Administration.

NONDISCRIMINATION IN EMPLOYMENT
(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977)

"In connection with the performance of work under this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, 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, creed, color, 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 said labor union or workers' representative of the contractor's commitments under this section, 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. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled 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. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The contractor will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, 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 non-compliance: 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."