

*Issue Date: May 9, 2025*

**DLA-STOCKPILE MATERIALS-001-  
(AUCTION)**

**AUCTION SOLICITATION**

**FOR STOCKPILE MATERIALS**



**DLA STRATEGIC MATERIALS**

**8725 John J. Kingman Road  
Suite 3229  
Fort Belvoir, Virginia 22060-6223**

**<https://www.dla.mil/Strategic-Materials>**

**Stockpile Sales Agreement Form**

**STOCKPILE SALES PROGRAM AGREEMENT  
BETWEEN THE  
UNITED STATES OF AMERICA  
AND  
[Company Name]**

This Stockpile Sales Program Agreement (Agreement) governing the sale of various **National Defense Stockpile Materials** is entered into as of **[Date Approved]** between the United States of America, represented by the Stockpile Sales Officer executing this Agreement, and **[Company Name]**, represented by **[Submitted By]**.

This Agreement shall be effective upon signature by the Stockpile Sales Officer and shall incorporate the terms of the Acceptance Letter. An Acceptance Letter will be issued by the Stockpile Sales Officer in order to approve the single-point registration for participation in the stockpile sales program for National Defense Stockpile materials. In accordance with this Agreement, the participant will be eligible to participate competitively under any Solicitation for stockpile materials if the participant has completed the single-point registration and has registered for the specific Solicitation type. The terms and conditions of any subsequent sale of material will be as set forth in the Solicitation and shall include any revisions made to the terms and conditions by Amendments issued to the Solicitation. Such Amendments shall be accepted by **[Company Name]** and shall form a part of the Solicitation at the time of their issuance. By executing the Amendments, **[Company Name]** will acknowledge and certify its acceptance of the terms and conditions of both the Solicitation and the Amendments, as may have been modified by the Acceptance Letter. These terms and conditions shall be incorporated into each contract (awarded pursuant to a Request for Bids at the time of award.

An executed copy of this Stockpile Sales Program Agreement shall be returned to the Customer.

<b>[Company Name]</b> (Company Name)	<b>UNITED STATES OF AMERICA</b>
BY:	BY:
[Submitted by Account]	[Approved by Signature]
_____ (Electronically Signed by Account)	_____ (Signature)
[Submitted By]	[Approved By]
_____ (Name of Signer)	_____ (Name of Stockpile Sales Officer)
[Submitted by Title]	
_____ (Title of Signer)	
[Date Submitted]	[Date/Time Approved]
_____ (Date Signed)	_____ (Date Signed)
	[Date Expires]
	_____ (End of Registration Period)

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**TABLE OF CONTENTS**

<b>STOCKPILE SALES AGREEMENT FORM .....</b>	<b>2</b>
<b>SECTION A – AGREEMENT/CONTRACT FORM .....</b>	<b>6</b>
A.1. INTRODUCTION (APR 25) .....	6
A.2. AUCTION SOLICITATION AND CONTRACT (APR 25) .....	6
A.3. WEB PAGE (APR 25) .....	6
A.4. MATERIAL DESCRIPTION (APR 25) .....	7
A.5. FINANCIAL EVALUATION OF LIQUIDITY (APR 25) .....	7
A.6. INSPECTION (JUN 17) .....	8
A.7. FOREIGN TRADE REGULATIONS (MAR 11) .....	8
<b>SECTION B – REGISTRATION TO PARTICIPATE IN THE STOCKPILE SALES PROGRAM (APR 25) .....</b>	<b>9</b>
<b>SECTION C – BIDS .....</b>	<b>11</b>
C.1. SUBMISSION OF BIDS (APR 25) .....	11
C.2. WEBSITE INFORMATION (APR 25) .....	12
C.3. ONLINE BID SUBMISSIONS (APR 25) .....	12
C.4. BID PRICE (APR 25) .....	13
C.5. PRICE ADJUSTMENTS FOR SPECIFIC MATERIALS (JUN 17) .....	13
C.6. MINIMUM QUANTITY (APR 25) .....	13
C.7. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAR 25) .....	13
C.8. CONSIDERATION OF BIDS (APR 25) .....	14
C.9. RESPONSIVENESS OF BIDS (APR 25) .....	14
C.10. EVALUATION OF BIDS (APR 25) .....	15
C.11. TIE BID PROCEDURES (APR 25) .....	15
C.12. CONTRACT AWARD (APR 25) .....	15
C.13. UNSUCCESSFUL BIDDERS (APR 25) .....	15
<b>SECTION D – PAYMENT .....</b>	<b>16</b>
D.1. PAYMENT (APR 25) .....	16
D.2. PAYMENT DUE DATE (APR 25) .....	16
D.3. INTEREST (APR 25) .....	17
D.4. PENALTY AND ADMINISTRATIVE CHARGES (APR 25) .....	17
<b>SECTION E – MATERIAL REMOVAL .....</b>	<b>18</b>
E.1. REMOVAL OF MATERIAL (APR 25) .....	18
E.2. STORAGE CHARGES (APR 25) .....	18
<b>SECTION F – SHIPPING .....</b>	<b>19</b>
F.1. REQUEST FOR SHIPMENT (APR 25) .....	19
F.2. INSURANCE REQUIREMENTS (APR 25) .....	20
F.3. WEIGHING (JUN 17) .....	20
F.4. WEIGHT DISCREPANCY (JUN 17) .....	21
F.5. ASSUMPTION OF RISK AND DISCLAIMER OF LIABILITY (APR 25) .....	21
F.6. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT (APR 25) .....	21
F.7. ENVIRONMENTAL, SAFETY, AND OCCUPATIONAL HEALTH (APR 25) .....	21
F.8. ACCIDENT REPORTING (APR 25) .....	22
<b>SECTION G – CONTRACT ADMINISTRATION DATA .....</b>	<b>23</b>
G.1. AMENDMENTS AND MODIFICATIONS (APR 25) .....	23

G.2.	TITLE (APR 25)	23
G.3.	RISK OF LOSS (APR 25)	23
G.4.	LIMITATION ON GOVERNMENT’S LIABILITY (APR 25)	23
G.5.	AGENCY PROTESTS (APR 25)	23
G.6.	DISPUTES (APR 25)	25
G.7.	DEFAULT (APR 25)	26
G.8.	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (JUL 06)	27
G.9.	BANKRUPTCY (APR 25)	27
G.10.	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (APR 25)	28
G.11.	EXCUSABLE DELAYS (APR 25)	28
G.12.	SETOFF OF FUNDS (APR 25)	29
G.13.	INDEMNIFICATION AGREEMENT (APR 25)	29
G.14.	COVENANT AGAINST CONTINGENT FEES (APR 25)	29
SECTION H – DEFINITIONS (APR 25)		31
SECTION I – SUBMITTALS		33
I.1.	BID/AWARD FORM (APR 25) [SAMPLE ONLY]	34
I.2.	BID ITEMS	35
I.3.	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (JAN 14) [SAMPLE ONLY]	36
I.4.	CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 20) SAMPLE ONLY	37
I.5.	CERTIFICATION REGARDING AUTHORIZED PERSONS (OCT 13) [SAMPLE ONLY]	40
I.6.	TYPE OF BUSINESS ORGANIZATION (JUN 17) [SAMPLE ONLY]	41
I.7.	CUSTOMER’S MAILING ADDRESS (OCT 13) [SAMPLE ONLY]	42
I.8.	CUSTOMER’S BILLING ADDRESS (OCT 13) [SAMPLE ONLY]	43
I.9.	DISPUTES – AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 20) [SAMPLE ONLY]	44
I.10.	SPECIAL CERTIFICATIONS (JUN 17)	45

## PART I – THE SCHEDULE

### **SECTION A – AGREEMENT/CONTRACT FORM**

#### **A.1. Introduction (APR 25)**

- a. The Defense Logistics Agency (DLA), DLA Strategic Materials, is soliciting Bids for the sale of various stockpile materials in Fiscal Year 2025. Separate amendments will be issued to this Solicitation to set specific materials and quantities to be offered under this Solicitation **DLA-Stockpile Materials-001-(Auction)** (Auction Solicitation). In future fiscal years, offerings will be dependent upon sales authority for the materials in those years and market conditions.
- b. Posting of offerings under this Auction Solicitation **DLA-Stockpile Materials-001-(Auction)** may begin on any day on or after **May 9, 2025**, subject to market conditions.
- c. This Auction solicitation is issued pursuant to the Stockpile Sales Program Agreement executed by the Stockpile Sales Officer and the Customer as part of the Customer's single-point registration (see **SECTION B - REGISTRATION TO PARTICIPATE IN THE STOCKPILE SALES PROGRAM (APR 25)** of this Auction Solicitation).

#### **A.2. Auction Solicitation and Contract (APR 25)**

- a. The terms and conditions of this Auction Solicitation, as revised by any Amendments thereto, shall be incorporated into any contracts resulting from offerings of material under this Auction Solicitation, unless otherwise specified in the Acceptance Letter.
- b. Contracts awarded under this Auction Solicitation shall be on a fixed-price basis, not to exceed thirty (30) day removal (see also **Section E.1 Removal of Material**). Contracts may be awarded pursuant to a Request for Bids.
- c. An executed Section **I.1. Bid/Award Form**, signed by a Stockpile Sales Officer, together with the Auction Solicitation, the Acceptance Letter, completed submittals, and the Amendment for a specific material, shall constitute the contract.

#### **A.3. Web Page (APR 25)**

- a. DLA Strategic Materials will post all Requests for Bids under this Auction Solicitation on its online sales site at <https://login-legacy.dla.mil/>. Auctions may be held on **any DLA Strategic Materials business day of any month**. Notice will be provided when an auction will be held in accordance with Section **C.1.a.** of this Auction Solicitation. This notice will be provided by email issued approximately two (2) DLA Strategic Materials business days prior to the auction. At the time the

notice is provided, Bidders will be able to view on the online sales site a listing of the items which will be offered during the auction.

- b.** Bidders will be able to modify a Bid to increase the bid price(s) up until the time set for receipt of Bids. However, Bidders will not be able to reduce the bid price(s) or withdraw a Bid within a specific number of minutes immediately prior to the time set for receipt of Bids. The number of minutes applicable for each auction will be stated in the email provided to registered firms prior to the auction.
- c.** DLA Strategic Materials will send email notifications when new solicitations or amendments are issued. Bidders that are not already receiving such notices must sign up to receive email notifications from the DLA Strategic Materials online sales site, <https://login-legacy.dla.mil/>.

#### **A.4. Material Description (APR 25)**

- a.** A description of the materials offered for sale, including available analytical information, will be listed on the DLA Strategic Materials online sales site (<https://login-legacy.dla.mil/>) and the DLA Strategic Materials Website (<https://www.dla.mil/Strategic-Materials>). The materials are located at the storage location(s) specified on the sites.
- b.** Government records indicate that the materials conform to the data in this Section A.4., and as posted on the DLA Strategic Materials online sales site and the DLA Strategic Materials Website; however, no warranty or guarantee is made that the materials so conform or that they will be suitable for any particular purpose. Unless otherwise provided in the Sale, all material(s) listed therein are offered for sale “as is” and “where is.”

#### **A.5. Financial Evaluation of Liquidity (APR 25)**

- a.** DLA Strategic Materials will establish a Financial Evaluation of Liquidity (FEL), the maximum level of business DLA Strategic Materials intends to allow for each Bidder. The FEL shall be determined based upon the following:
  - (1) Financial Position of the Bidder
  - (2) Past Performance
  - (3) References (Suppliers, Financial Institutions)
  - (4) Credit Reports
- b.** If the Customer reaches its FEL, DLA Strategic Materials, solely at its discretion, may determine to make no subsequent awards to the firm until such time as the Customer satisfactorily performs existing contracts or DLA Strategic Materials increases the FEL.

- c. All contracts awarded to a Customer by DLA Strategic Materials will be applied against the Customer's FEL.
- d. DLA Strategic Materials may decide to make an award to a Bidder:  
(1) without the prior establishment of an FEL; or (2) at a dollar amount ***which exceeds*** the Bidder's previously established financial liquidity. These actions will be taken ***only if*** the Stockpile Sales Officer determines that the award is in the best interest of the Government.
- e. A Customer may request that the Stockpile Sales Officer conduct another FEL review at any time.

**A.6. Inspection (JUN 17)**

Specific conditions for the inspection of material will be provided in separate amendments to this Auction Solicitation.

**A.7. Foreign Trade Regulations (MAR 11)**

- a. The Customer shall determine any export license requirements, obtain any export license or other official authorization required for export, and carry out any U.S. Customs formalities for the export of any material awarded under this Solicitation.
- b. The Customer shall comply with United States Bureau of the Census, Department of Commerce, Foreign Trade Regulations and Export Administration Regulations as set forth in 15 CFR Parts 30 and 732 (latest editions).
- c. The Customer shall comply with the requirements set forth in 15 CFR 30 regarding filing of electronic export information (EEI).
- d. DLA Strategic Materials shall not be named as the United States Principal Party in Interest (USPPI). DLA Strategic Materials will not execute any Shipper's Export Declaration (SED) or file any EEI through the Automated Export System (AES) or AES Direct required by the Foreign Trade Regulations.

**END OF SECTION A**



**SECTION B – REGISTRATION TO PARTICIPATE IN THE STOCKPILE SALES PROGRAM (APR 25)**

1. Bidders shall register to participate in the DLA Strategic Materials stockpile sales program by completing a single-point registration on the DLA Strategic Materials online sales site at: <https://login-legacy.dla.mil/>. As part of the registration, Bidders must establish a Financial Evaluation of Liquidity with DLA. The single-point registration includes the completion and submission of the following: Stockpile Sales Agreement Form and Sections **I.4.**, **I.6.**, **I.7.**, **I.8.**, and **I.9.** of the Auction Solicitation.
2. A Bidder must first register for a DLA Strategic Materials sales account, by following the directions posted on the DLA Strategic Materials website at: <https://www.dla.mil/Strategic-Materials>. Complete instructions for registering for a sales account; establishing contact and company profiles; registering for the Auction solicitation; and accepting amendments for one or more specific materials may be found on the DLA Strategic Materials Website at <https://www.dla.mil/strategic-materials/Sales>. The user assistance guides are available to assist first time users when attempting to register and develop a business relationship with DLA Strategic Materials.
3. Bidders must complete the single-point registration online before registering for the Auction solicitation. Bidders shall register for the Auction solicitation by submitting the completed Section **I.5.** of the Solicitation.
4. Single-point registration and Solicitation type selection may only be completed online through the DLA Strategic Materials online sales site. Sample copies of submittals are provided herein; however, all registrations must be completed online. Acceptance of amendments for specific materials must also be submitted online. Any Special Certifications required under Section **I.10.** of the Auction Solicitation shall be submitted online with the amendment for the material which requires the certification.
5. New stockpile sales program registrants must submit copies of the most recent income statement, balance sheet, list of company credit references and any other documentation that will verify the financial level of business transactions. Copies of this documentation should be emailed to the attention of the DLA Strategic Materials Directorate of Strategic Planning and Market Research, Stockpile Sales Specialist, at [DLAStrategicMaterialsSales@dlam.mil](mailto:DLAStrategicMaterialsSales@dlam.mil).
6. The Government will evaluate the single-point registration and financial documentation to determine whether or not the Bidder is considered responsible and eligible for award. A Bidder's single-point registration will not be approved and Bidders will not be eligible to participate in Auction offerings unless the Stockpile Sales Officer makes an affirmative determination of responsibility. The Stockpile Sales Officer may also consider other factors in determining a Bidder's responsibility,

including, but not limited to, a review of exclusion records available in the System for Award Management (SAM) .To be determined responsible and eligible for an award, all Bidders shall have adequate financial resources, a satisfactory performance record with DLA Strategic Materials, and a satisfactory record of integrity and ethics. For example, a Bidder may be determined to be non-responsible and therefore ineligible to participate in DLA Strategic Materials stockpile sales offerings or the Stockpile Sales Officer may rescind an approval of a single-point registration, if there is a record of poor payment (e.g., payments made with insufficient funds) or poor performance (e.g., failure to pay for or remove material on time) on any of a Bidder's contracts. In addition to looking at past performance, DLA Strategic Materials will also review the financial statements and references submitted by the Bidder, as well as the current Experian report and any other credit reports.

7. If the Stockpile Sales Officer determines that the Bidder is responsible, the Stockpile Sales Officer will approve the registration online. The Stockpile Sales Officer's approval will include the completed Stockpile Sales Agreement Form and an Acceptance Letter that will set forth the Financial Evaluation of Liquidity and identify whether or not any specially requested terms have been granted. If the Customer changes any of the submittals in Sections **I.4., I.6., I.7., I.8., or I.9.**, after the registration has been approved, the Customer's registration will be returned to a "pending" status and will require re-approval by a Stockpile Sales Officer.
8. The Bidder will not be eligible to submit Bids until the Stockpile Sales Officer has approved the registration and returned the signed Stockpile Sales Agreement Form and the Acceptance Letter to the Bidder. The Stockpile Sales Officer's approval of the registration will enable the Bidder to access the solicitation types and the amendments for specific materials. However, the approval of the single-point registration does not establish a contractual relationship between the parties. Any amendment(s) must be accepted before a Bidder may submit Bids online for the material(s). Online submission is the only submission method permitted under the Auction Solicitation. By executing the Amendments, Bidders shall acknowledge and certify their acceptance of the terms and conditions of both the Solicitation and the Amendments, as may have been modified by the Acceptance Letter.
9. The term of the registration shall be for three years unless the Stockpile Sales Officer rescinds the approval of a company registration, or the Auction Solicitation is superseded by another Auction Solicitation before that time. The Stockpile Sales Officer shall specify the registration period on the Stockpile Sales Agreement Form and in the Acceptance Letter. Bidders shall be required to re-register online prior to the end of the registration period to continue to participate in the Stockpile Auction program.

**END OF SECTION B**

## **SECTION C – BIDS**

### **C.1. Submission of Bids (APR 25)**

- a. DLA Strategic Materials will post all Requests for Bids under this Auction Solicitation on its online sales site at <https://login-legacy.dla.mil/>. **Auctions may be held on any DLA Strategic Materials business day of any month.** Notice will be provided if an auction will be held. This notice will be provided to registered firms by email issued approximately two (2) DLA Strategic Materials business days prior to the auction. The offering notice will provide the following information: (1) The day of the week and date of the auction; (2) The starting and ending times for the auction, according to local time, Fort Belvoir, VA; (3) The total running time for the auction (e.g., one hour; 30 minutes; etc.); and (4) The number of minutes before the time set for receipt of bids after which Bidders may no longer reduce the Bid price(s) or withdraw their Bid. At the time the notice is provided, Bidders will be able to view on the online sales site a listing of the items which will be offered during the auction.
- b. All Bidders registered under Section **B** are invited to bid.
- c. A Bidder shall submit all Bids under this Auction Solicitation electronically through the DLA Strategic Materials online sales site. Bids submitted by any other electronic means, such as electronic mail (email) will not be considered for award; nor will bids submitted by U.S. Mail, commercial delivery service, or by hand delivery be considered for award. Bids may be revised on the DLA Strategic Materials online sales site to increase bid price(s) up until the time set for receipt of Bids. If a Bidder wishes to reduce the Bid price(s) or withdraw its Bid, it must do so no later than the number of minutes specified in the offering notice (e.g., two minutes prior to the time set for receipt of Bids, or 10:58 a.m.).
- d. In order to submit a Bid, the Bidder shall complete Section **I.1. Bid/Award Form** online, along with Section **I.2. Bid Items**, Section **I.3. Certificate of Independent Price Determination (JAN 14)**, and Section **I.4. Certification Regarding Responsibility Matters (AUG 20)**.
- e. Bidders seeking to alter the provisions of the Auction Solicitation and amendments thereto or other terms previously agreed upon shall be considered nonresponsive and ineligible for award.
- f. **Each auction will run for a set amount of time, which will be stated in the offering notice. All times stated in the offering notice shall be in accordance with local time, Fort Belvoir, VA.** Bids shall remain valid for **two (2)** business days after the end of the auction stated in the notice. This is the time set for receipt of Bids. The time set for reducing Bid price(s) or withdrawal of Bids will be a set number of minutes prior to this time. The offering notice will state the time set for receipt of Bids and the number of minutes prior to this time that Bid price(s) may be reduced, or a Bid may be withdrawn.

- g.** If a Bid is accepted by the Government by the time set in paragraph **f.**, above, after receipt of Bids, the Bidder agrees to purchase all material bid on at the price bid and to take delivery within the contract period specified in the executed Section **I.1. Bid/Award Form**. Section **I.1.** will be completed by the Stockpile Sales Officer online.

## **C.2. Website Information (APR 25)**

- a.** Bidders requiring additional information on sales or experiencing problems accessing the website should contact DLA Strategic Materials Market Research Division at this email address: [DLAStrategicMaterials@dla.mil](mailto:DLAStrategicMaterials@dla.mil).
- b.** For questions regarding online sales accounts, log in problems, or password resets, Bidders are advised to forward a request to the email address in paragraph **a.**, above. Log in to the website requires registration for an online sales account (see **SECTION B – REGISTRATION TO PARTICIPATE IN THE STOCKPILE SALES PROGRAM (APR 25)**, Paragraph 2) with a 15-character strong password.

**Note:** Password resets are computer system generated and may take up to four hours or more to complete. As a result, the Government will not be responsible if a password cannot be reset prior to the time Bids are due if a Bidder requests a reset within a period of time shorter than the time the computer system requires to process the reset. Bidders are therefore encouraged to view the Requests for Bids as soon as possible after posting and to begin the process of Bid submission in sufficient time to complete the submission prior to the time Bids are due.

- c.** Any type of technical issue (e.g., an outage) with the online sales site, which is within the four hours immediately prior to the time set for receipt of Bids, may result in an extension of the time set for receipt of Bids. In accordance with Section **C.7.d.** of the Auction Solicitation, DLA Strategic Materials will make a decision regarding the extension based on the prevailing circumstances.
- d.** The inability of an individual user to access the online sales site and submit a Bid caused by failure of the user's hardware, software, Internet Service Provider, or the World Wide Web itself, is not cause for extending an offering.
- e.** Widespread access difficulties or other compromises of the Bid process may warrant canceling a Request for Bids at the discretion of DLA Strategic Materials.

## **C.3. Online Bid Submissions (APR 25)**

- b.** During the Auction, Bidders will be able to see their own Bid; other Bids submitted by authorized representatives of their company; and the high bid for each item in the offering.

- c.** Bids submitted through the DLA Strategic Materials online sales site constitute an electronic signature certifying that the official submitting the Bid has the authority to bind the company. Company officials are cautioned that individuals given the role of “Bidder” for the company will be able to submit a Bid for any material under this Auction Solicitation once the registration process is completed and the amendment(s) for that material are accepted. The Government will not bear any responsibility if unauthorized company personnel are provided the role of “Bidder” by the company.
- d.** Submission of an online Bid will result in the generation of a Section **I.1. Bid/Award Form.**

**C.4. Bid Price (APR 25)**

Bids shall be expressed as a fixed U.S. dollar and cent value per commodity unit of measure. The unit of measure and the maximum number of decimal places to which Bids shall be expressed will be specified in future Amendments.

**C.5. Price Adjustments for Specific Materials (JUN 17)**

Any price adjustments for specific materials will be stated in future Amendments.

**C.6. Minimum Quantity (APR 25)**

The minimum bid quantity for each stockpile material offered under this Auction Solicitation shall be as stated on the DLA Strategic Materials online sales site. A bid for less than the minimum quantity is nonresponsive and ineligible for award.

**C.7. Late Submissions, Modifications, and Withdrawals of Bids (MAR 25)**

- a.** Any attempt to submit a bid electronically after the exact time specified for receipt of bids cannot be considered and will be unsuccessful.
- b.** Any modification to a bid, including a modification resulting from the Stockpile Sales Officer’s request for confirmation, is subject to the same conditions stated in paragraph a. above. Bids may be modified to increase the bid price(s) up until the time set for receipt of bids. Bids may only be withdrawn or bid price(s) reduced up until the time set for reduction or withdrawal, which will be specified in the offering notice.
- c.** The only acceptable evidence to establish the time of receipt at the Government installation is the time and date submitted on the Bid Summary page of the online submission.
- d.** If an emergency or unanticipated event interrupts normal Government processes so that Bids cannot be received at the office designated for receipt of Bids by the exact

time specified in the offering and the Government is unable to provide timely notice of an extension of the time set for receipt of Bids, the time set for receipt of Bids for that day will be deemed to be extended to the same time on the next DLA Strategic Materials business day.

- e. Bids may be submitted, modified and withdrawn only online.

#### **C.8. Consideration of Bids (APR 25)**

- a. The Government reserves the right to –
  - (1) Reject any or all Bids;
  - (2) Waive any informalities and minor irregularities in a Bid;
  - (3) Award a quantity less than the quantity bid at the unit price bid; and
  - (4) Accept any one item or group of items in a Bid, as may be in the best interest of the Government.
- b. Bidders may submit multiple Bids for multiple quantities at various unit prices and may specify a minimum and/or a maximum quantity by selecting to edit the Bid submitted. The minimum quantity specified cannot be less than the minimum quantity on the online sales site.

#### **C.9. Responsiveness of Bids (APR 25)**

- a. To be considered for award, Bids must be responsive. A responsive Bid is one that **fully complies** with the terms of the Auction Solicitation, as revised by any amendments thereto or the Acceptance Letter and in which the intent of the Bidder is clear on its face.
- b. A Bid must clearly state the unit price (fixed price only) for each line item.
- c. Any Bid that requires the Government to exercise judgment with respect to quantity or price will render the Bid nonresponsive and ineligible for award.
- d. The online submission process will not permit a Bidder to submit a bid for less than the minimum quantity set forth in Section C.6. and on the online sales site.
- e. The online Bid submission process will result in creation of the Section I.1. **Bid/Award Form**. By submitting a Bid through the DLA Strategic Materials online sales site:
  - (1) The Bidder accepts all terms and conditions of the Auction Solicitation, as revised by any amendments thereto or the Acceptance Letter; and

- (2) Award on the Bid results in a binding contract with terms and conditions that do not vary from the terms and conditions of the Auction Solicitation, as revised by any amendments thereto or the Acceptance Letter.
- f. Bids submitted through the online sales site cannot reject, modify, or alter terms, conditions, or provisions of the Auction Solicitation, as revised by any amendments thereto or the Acceptance Letter. Bids submitted outside the online sales site shall not be accepted and shall render the Bid nonresponsive and ineligible for award.

**C.10. Evaluation of Bids (APR 25)**

Bids will be evaluated on the basis of prices offered as may be adjusted by any special terms previously negotiated as stated in the Acceptance Letter.

**C.11. Tie Bid Procedures (APR 25)**

The applicable Tie Bid Procedure for each material will be specified in future Amendments.

**C.12. Contract Award (APR 25)**

A written award signed by the Stockpile Sales Officer and sent to the successful Bidder(s) within two business days of the time set for receipt of Bids, shall result in a binding contract incorporating all the terms and conditions of the Auction Solicitation, as revised by any amendments thereto or the Acceptance Letter as stated in the executed Section I.1. **Bid/Award Form**.

**C.13. Unsuccessful Bidders (APR 25)**

The DLA Strategic Materials Market Research Division will notify unsuccessful Bidders telephonically or by email at the earliest practicable time.

**END OF SECTION C**

## **SECTION D – PAYMENT**

### **D.1. Payment (APR 25)**

- a. Payment shall be made in U.S. dollars.
- b. *All payments* shall be made **only** by wire transfer (Fedwire for domestic, within U.S. wire payment; or international wire transfer for wire payments from outside the U.S.). This includes payments for material, adjustments for variations in quantity or weight of material shipped, storage charges, interest, penalty charges, administrative charges, or any other charges. If attempted payments are made by check, the payment will be returned to the sender. The Customer will incur charges if payments are delinquent.
- c. Payment by wire transfer (Fedwire or International).
  - (1) Wire transfer payment shall be made in accordance with the **Fedwire and International Wire Transfer Procedures (latest version)** instructions posted on the DLA Strategic Materials Website at <https://www.dla.mil/Strategic-Materials>. Fees for wire transfers are the responsibility of the Customer. Payment shall be accompanied by **identifying information including the contract number; modification number (if applicable); invoice number (if applicable); and the name of the material purchased.**
  - (2) If wire transfer payment is not made in accordance with the **Fedwire and International Wire Transfer Procedures (latest version)** instructions or if identifying information is not provided, shipment of material may be delayed, the wire transfer may be returned to the sender, or a customer may incur charges if payments are delinquent.
- d. Invoices issued for adjustments for variations in quantity or weight, storage charges, interest, penalty charges, or administrative charges shall be paid promptly.
- e. If payment is not made in full within 30 calendar days of issuance of an invoice as specified in Section **D.1.d.** above, the Customer will be considered delinquent, and any outstanding charges will be reduced by any subsequent payments. No material will be released until all delinquent charges are paid. (See Sections **F.1.b.** and **G.12.** of this Solicitation.)

### **D.2. Payment Due Date (APR 25)**

- a. Customer will make payment before the Customer will be allowed to ship the material, and before the end of the contract period specified in the executed **Section I.1. Bid/Award Form**. If payment is not received by 2:00 p.m., local time Fort Belvoir, VA, on the payment due date, payment will not be credited until the next Government business day. Interest and penalty charges will accrue accordingly.



- b.** Amounts shall be due at the earliest of the following dates:
  - (1) The final day of the contract period specified in Section **I.1. Bid/Award Form** (with or without the issuance of an invoice by the Government); or
  - (2) The date of the first written demand for payment under the contract, including any demand resulting from a default termination, unless paid within 30 days of becoming due.
- c.** In the event the payment due date falls on a Saturday, Sunday, or Federal holiday, then the payment due date will be extended to the next Government business day.

**D.3. Interest (APR 25)**

All amounts that become payable by the Customer to the Government under this contract shall bear simple interest from the date due until paid at the Prompt Payment interest rate. The Prompt Payment interest rate shall be the interest rate established by the Secretary of the Treasury as provided by 41 U.S.C. § 611 and Public Law 92-41. The rate can be found in the Federal Register and is applicable to the period in which the amount becomes due.

**D.4. Penalty and Administrative Charges (APR 25)**

- a.** In addition to interest charges specified in Section **D.3.**, above, a penalty charge of 6 percent per annum shall be assessed on any debt principal that is delinquent more than 90 calendar days. Penalty charges shall accrue from the date the principal amount due becomes delinquent until paid. Additional administrative charges may be assessed, if needed. Administrative charges relating only to delinquent debts will be assessed to cover expenses incurred by the Government in the recovery of such debts.
- b.** An administrative fee of \$1,500.00 will be assessed for each contract modification.

**END OF SECTION D**

## **SECTION E – MATERIAL REMOVAL**

### **E.1. Removal of Material (APR 25)**

- a.** The contract period for any quantity of material awarded is **30 calendar days** from the date of contract award.
- b.** If the Customer fails to pay for and remove the material on or before the last day of the contract period, the Customer will be considered delinquent, and no material will be shipped until payment for all remaining material has been received.
- c.** The contract period includes Saturdays, Sundays, and Federal holidays. If the last day of the contract period is a Saturday, Sunday, or Federal holiday, or the storage location is otherwise closed that day, the period of contract performance will be extended to the next Government workday.

### **E.2. Storage Charges (APR 25)**

- a.** Storage charges shall be assessed on all material remaining after the last day of the contract period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Customer for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default, in which case the Customer will be liable for damages, as set forth in Section **G.7. Default** of the Solicitation.
- b.** The storage charge is the greater of the following: (1) the charge per commodity unit of measure, which will be specified in future Amendments; *or* (2) commercial storage charges, if applicable.
- c.** Storage charges will be invoiced upon shipment. Payment shall be due immediately.
- d.** Payment of storage charges shall not relieve the Customer of its obligation to remove the material in a timely manner. Acceptance of storage payments by the Government is not a waiver of the Government's right to find the Customer to be in default for failure to remove the material (See Section **G.7. Default**).

**END OF SECTION E**

## **SECTION F – SHIPPING**

### **F.1. Request for Shipment (APR 25)**

- a.** Shipment of Stockpile Materials requires either handing and outloading by and at the expense of the Customer or delivery is F.O.B. carrier's conveyance, depending on the material. Specific requirements for each material will be provided in future Amendments.
- b.** At least **five (5)** working days prior to the date shipment is required to commence, the Customer shall furnish commercial bills of lading to the designated depot. Simultaneously, the Customer shall submit shipping instructions to the Stockpile Sales Officer by submitting a Shipping Request online through the DLA Strategic Materials online sales site. The Government will only accept Shipping Requests from those individuals designated as a "Shipment Requestor" in Section **I.5. Certification Regarding Authorized Persons (OCT 13)**. **No material will be shipped under the provisions of this contract or any other contract the Customer has with DLA Strategic Materials until all outstanding delinquent charges and payments have been satisfied.**
- c.** "Shipping Instructions" shall include the following:

  - (1) Quantity of material to be released, unit price and total dollar value.
  - (2) Designation of type and kind of conveyance.
  - (3) Name of the carrier (including a telephone number where a contact can be reached).
  - (4) "Ship to" location.
  - (5) Minimum load per conveyance (optional)
  - (6) Desired shipping schedule.
  - (7) Name and telephone number of an agent who can furnish additional shipping information if needed.
  - (8) Any additional pertinent information, including outloader and sampler information.
- d.** The shipping schedule shall allow sufficient time for the Government to reasonably meet such schedule prior to the last day of the contract period commensurate with existing loading facilities and other commitments at the Government's storage locations. Information regarding Government commitments may be obtained from the DLA Strategic Materials Website at <https://www.dla.mil/Strategic-Materials>. The Government shall determine the order in which the material is scheduled, coordinated, and outloaded.
- e.** Outloading will be accomplished by truck. The Government will provide lumber and nails, if available from depot stock upon request from the Customer's designee/driver. The Customer's designee shall perform any necessary procedure(s) to ensure the cargo is safely secured prior to leaving the depot. The Government

will not block, chock, brace, lash, band, or in any manner secure the cargo on the Customer's conveyance(s). The designee shall witness the loading. Any expenses over and above those normally incurred by the Government to meet the public carrier's requirements for loading like materials will be at the expense of the Customer.

- f.** The Customer, its agents and employees shall comply with all applicable rules at the storage depot; Federal, state and local load limitations; and all safety, health, and environmental requirements (see section F.7.)
- g.** Requests for shipment shall be for a minimum quantity of material. The quantity will be specified in subsequent Amendments to this Auction Solicitation. Shipping instructions and information requested in Section **F.1.c.**, above, must be submitted as a Shipping Request through the DLA Strategic Materials online sales site.

## **F.2. Insurance Requirements APR 25)**

The Customer shall procure and maintain, and require any sub-Customer to procure and maintain, during the entire period of performance under this contract, such insurance as stipulated herein.

- a.** Workers' compensation and employer's liability. The Customer is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- b.** General liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- c.** Automobile liability insurance written on the comprehensive form of policy is required. The policy shall provide for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

## **F.3. Weighing (JUN 17)**

Weighing of Stockpile Materials is material-specific. The requirements for each material will be provided in subsequent Amendments.

**F.4. Weight Discrepancy (JUN 17)**

The requirement for a Weight Discrepancy provision is material-dependent. If required, this clause will be included in a subsequent Amendment.

**F.5. Assumption of Risk and Disclaimer of Liability (APR 25)**

The Customer, its assigns or agents, assumes full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this material by the Customer, Customer's employees, or any person subject to the Customer's control. The Government assumes no liability for any damages to the property of the Customer, any other person or property, or any personal injury, illness, disability or death to the Customer, Customer's employees or any other person subject to Customer's control, or for any other consequential damages arising from or incident to the purchase, use, loading, 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.

**F.6. Adjustment for Variation in Quantity or Weight (APR 25)**

The Government reserves the right to vary the quantity or weight delivered by a specific percentage from the quantity or weight listed in the awarded contract and the Customer agrees to accept delivery of any quantity or weight within these limits. The contract price will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity or weight actually delivered. The percentage is material-dependent and will be specified in subsequent Amendments.

**F.7. Environmental, Safety, and Occupational Health (APR 25)**

This disclosure statement provides direction regarding compliance with all federal, state, and local regulations (international laws) for the use, transport, emergency response, and disposal of the material offered under this Auction Solicitation and Amendments.

- a.** The Customer (or agent) acknowledges the Government reserves the right to conduct (reasonable) inspections of Customer (or agent) transportation conveyances or equipment prior, during, or subsequent to removal of the material from Government storage locations.
- b.** The Customer (or agent) acknowledges the responsibility for ensuring compliance with the Department of Transportation (DOT) regulations by certifying hazardous materials are properly classified, described, packaged, marked, and labeled and are in a condition safe to transport the material. (49 CFR 173)
- c.** The Customer (or agent) acknowledges the responsibility for ensuring compliance with the Occupational Safety and Health Administration (OSHA) regulations

regarding the proper management, handling, storage, transportation, and disposition of material. (29 CFR 1910)

- d.** The Customer (or agent) acknowledges the responsibility for communicating the hazards of the material as provided by the Government on the Safety Data Sheets (SDS) available on the DLA Strategic Materials' website, <https://www.dla.mil/Strategic-Materials>. (29 CFR 1910)
- e.** The Customer (or agent) acknowledges the responsibility for ensuring compliance with the Environmental Protection Agency (EPA) regulations for the characterizing of waste to determine appropriate disposal of material and any associated packing and shipping material. (40 CFR 260)
- f.** The Customer (or agent) acknowledges the responsibility of compliance with all policies set forth by the DLA Strategic Materials Environmental, Safety, and Occupational Health Management System (ESOHMS) available on DLA Strategic Materials' website: <https://www.dla.mil/StrategicMaterials>.

**F.8. Accident Reporting (APR 25)**

In the event of an accident involving the Customer, its employees, subcontractors or any person subject to the Customer's control, as a result of activities occurring in performance of this contract, that results in the preparation of an accident report by the Customer, its subcontractors or any person or entity subject to the Customer's control, a copy of the accident report shall be forwarded to the Stockpile Sales Officer no later than 10 calendar days after the accident occurred.

**END OF SECTION F**

## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.1. Amendments and Modifications (APR 25)**

- a. Changes in terms and conditions of this Auction Solicitation shall be accomplished by written amendment only.
- b. Changes in terms and conditions of any resulting contract shall be accomplished only by written modification signed by the Stockpile Sales Officer.

### **G.2. Title (APR 25)**

Title to the material shall pass to the Customer when the material is shipped. Nothing in this contract shall constitute a bailment under law for materials that have been paid for but not shipped from or removed from Government installations or facilities.

### **G.3. Risk of Loss (APR 25)**

- a. After the award of the contract and prior to shipment of material, risk of loss for materials that have been paid for but not shipped to the Customer will be the responsibility of the Government. The Customer hereby acknowledges and agrees that its only recourse for loss of materials is re-payment of monies paid to the Government in the transaction. The Customer hereby waives any and all potential or actual claims against the Government that are associated with this transaction, arising from loss of property after payment and before shipment of the property to the Customer.
- b. After material has been shipped, all risk of loss shall shift from the Government to the Customer.

### **G.4. Limitation on Government's Liability (APR 25)**

- a. In any case where liability of the Government to the Customer has been established, the measure of the Government's liability shall not exceed refund of whatever portion of the purchase price the Customer has paid, Where specifically authorized in writing by the Stockpile Sales Officer, the Customer may recover reasonable costs of packing, loading, and transportation incurred in connection with return of material to the Government.

### **G.5. Agency Protests (APR 25)**

- a. **General.** Companies may file a protest over sales under this Solicitation with the –
  - (1) Stockpile Sales Officer;
  - (2) Director, Directorate of Strategic Planning and Market Research, DLA Strategic Materials, for a decision at a level above the Stockpile Sales Officer.

Unless otherwise specified, protests will be presumed to be protests to the Stockpile Sales Officer.

- b. Pre-Award Protests.** A protest by a company concerning the terms of this Auction Solicitation and Amendments thereto shall be filed before the company submits a completed registration and accepts one or more Amendments under the Solicitation as specified in Section B. Protests concerning the terms of any Request for Bids hereunder shall be filed prior to the time set for receipt of Bids.
- c. Post-Award Protests.** Protests after award shall be filed not later than 10 calendar days after the basis of the protest is known or should have been known, whichever is earlier.
- d. Service of Protest.**

- (1) Protests seeking a decision by the Stockpile Sales Officer shall be served in writing at the following address and may be filed by mail, hand delivery, commercial delivery service, or email:

ATTN: Directorate of Strategic Planning and Market Research  
(Insert Name of the Stockpile Sales Officer)  
DLA Strategic Materials  
8725 John J. Kingman Road, Suite 3229  
Fort Belvoir, VA 22060-6223

Email address: [DLAStrategicMaterials@dla.mil](mailto:DLAStrategicMaterials@dla.mil)

- (2) As an alternative to filing a protest with the Stockpile Sales Officer, Bidders may seek an independent review by filing an agency-level protest with the DLA Strategic Materials Director, Directorate of Strategic Planning and Market Research. This process allows for a higher-level decision on the initial protest. It is not a review of a Stockpile Sales Officer's decision on a protest filed with the Stockpile Sales Officer. A protest seeking an agency-level decision should clearly state that it is an "Agency Level Protest Under Executive Order 12979." The protest shall be served in writing at the following address and may be filed by mail, hand delivery, commercial delivery service, or email:

ATTN: Director, Strategic Planning and Market Research  
DLA Strategic Materials  
8725 John J. Kingman Road, Suite 3229  
Fort Belvoir, VA 22060-6223

Email address: [DLAStrategicMaterials@dla.mil](mailto:DLAStrategicMaterials@dla.mil)



**G.6. Disputes (APR 25)**

- a. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- b. Except as provided in the Act, all disputes arising under or relating to a contract entered into pursuant to this Auction Solicitation shall be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Customer seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d.
  - (1) A claim by the Customer shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Stockpile Sales Officer for a written decision. A claim by the Government against the Customer shall be subject to a written decision by the Stockpile Sales Officer.
  - (2)
    - (i) The Customer shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
    - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
    - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Customer believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Customer."
  - (3) The certification may be executed by any person duly authorized to bind the Customer with respect to the claim.
- e. For Customer claims of \$100,000 or less, the Stockpile Sales Officer must, if requested in writing by the Customer, render a decision within 60 days of the request. For Customer-certified claims over \$100,000, the Stockpile Sales Officer must, within 60 days, decide the claim or notify the Customer of the date by which the decision will be made.

- f.** The Stockpile Sales Officer's decision shall be final unless the Customer appeals or files a suit as provided in the Act.
- g.** If the claim by the Customer is submitted to the Stockpile Sales Officer or a claim by the Government is presented to the Customer, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Customer refuses an offer for ADR, the Customer shall inform the Stockpile Sales Officer, in writing, of the Customer's specific reasons for rejecting the offer.
- h.** The Government shall pay interest on the amount found due and unpaid from (1) the date the Stockpile Sales Officer receives the claim (certified, if required); or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Stockpile Sales Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- i.** The Customer shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Stockpile Sales Officer.

**G.7. Default (APR 25)**

- a.** (1) The Government may, by written notice of default to the Customer, terminate this contract in whole or in part if the Customer fails to –
  - (i) Make payment and remove the material within the time specified in this contract or any extension;
  - (ii) Remove the material within the time specified in this contract whether or not payment has been made;
  - (iii) Make progress, so as to endanger performance of this contract; or
  - (iv) Perform any of the other provisions of this contract.
- (2) The Government's right to terminate this contract may be exercised if the Customer does not cure such failure within 10 days (or more if authorized in writing by the Stockpile Sales Officer) after receipt of the notice from the Stockpile Sales Officer specifying the failure. Upon the Customer's failure to cure such default within that period (or such further period as the Stockpile Sales Officer may allow), the Customer shall lose all right, title and interest which it might otherwise have acquired in and to the material as to which a default has occurred.

(3) If at any time prior to the expiration of this contract, the Customer makes it clear either by words, actions, or circumstances, that the Customer is unwilling or unable to perform under this contract, the Government shall not be required to furnish the Customer notice specifying the failure under this contract prior to exercising its right to terminate this contract for default and seek damages.

- b.** If the contract is terminated, the Customer could be held liable for damages resulting from the resale of the material, as described below. The Customer may also be liable for additional charges including, not limited to: interest, storage charges, penalty charges, consideration fees, and administrative charges relating to the termination.
- c.** If the Government terminates the contract for default, it may subsequently resell the material for the Customer's account under the terms and in the manner the Stockpile Sales Officer considers appropriate and assess the Customer the difference between the contract price and the price obtained on resale. In no event will the Customer be refunded any money if the Government obtains a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not resell the material within 12 months, the Customer may be held liable for the full contract price for the quantity of material on which the default has occurred. In order to calculate the Government's damages on contracts where the contract price is determined on a formula-price basis, the Government will establish the contract price for the quantity of material on which the default has occurred as follows: Using the pricing mechanism set forth in the contract, the Government will set the price as though the material had been priced on the last day of the contract period or the date of the termination notice, whichever is earlier.
- d.** If, after termination, it is determined that the Customer was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
- e.** The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

**G.8. Applicable Law for Breach of Contract Claim (JUL 06)**

United States law will apply to resolve any claim of breach of this contract.

**G.9. Bankruptcy (APR 25)**

In the event the Customer enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Customer agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Stockpile Sales Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to

bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed and the identity of the court in which the bankruptcy petition was filed.

**G.10. Termination for Convenience of the Government (APR 25)**

- a.** The Stockpile Sales Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall only be liable for actual costs incurred by the Customer before the effective date of termination.
- b.** If a bona fide requirement for the material develops or exists prior to removal of the material from Government control, the Government may withdraw that material from the sale. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn material or such portion of the contract price as it may have received plus simple interest at the rate established by the Secretary of the Treasury.

**G.11. Excusable Delays (APR 25)**

- a.** In the event either party should be prevented from performing under this contract by reason of any unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, sovereign acts of the United States, acts of a foreign Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, performance under the contract shall be suspended in whole or in part until the cause ceases to exist and thereafter the time for fulfillment of the contract shall be extended by the length of time during which the cause prevented performance under the contract.
- b.** The Stockpile Sales Officer shall make a written determination that an excusable delay condition exists.
- c.** This section shall also apply to an excusable delay condition that prevents delivery at a consignee's plant if –
  - (1) the delay meets the criteria in paragraph **a.** above; and
  - (2) the identity of the consignee is known to the Government prior to commencement of the excusable delay condition.
- d.** The Customer shall notify the Stockpile Sales Officer, in writing, of the nature and extent of the excusable delay condition promptly after the commencement thereof, but in any event prior to outloading of the material from the storage location from which it is to be shipped. The Customer shall notify the Stockpile Sales Officer, in writing, within ten (10) calendar days when the excusable delay condition ceases to exist.

#### **G.12. Setoff of Funds (APR 25)**

The Customer agrees that the Government may use all or a portion of any monies received by Government to satisfy, in whole or in part, any debt (e.g. delinquent payments, interest, penalty charges, administrative charges, or storage charges), arising out of this or any other transaction.

#### **G.13. Indemnification Agreement (APR 25)**

The Customer shall save and hold harmless and indemnify the Government against any and all liabilities, claims, and costs of any kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in conjunction with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work resulting from the acts or omissions of the Customer, Customer's employees, or any person subject to the Customer's control in connection with the contract. Whether due to negligence or not of the Customer, the Customer agrees to reimburse the United States for any legal expenses (including salaries of attorneys) incurred by the United States in defending any and all claims or suits against the United States, whether well-founded or not, in any way whatsoever alleged to have arisen from the acts or omissions of the Customer, Customer's employees, or any person subject to the Customer's control.

#### **G.14. Covenant Against Contingent Fees (APR 25)**

- a.** The Customer warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- b.** "Bona fide agency," as used in this paragraph, means an established commercial or selling agency, maintained by a Customer for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- c.** "Bona fide employee," as used in the paragraph, means a person, employed by a Customer and subject to the Customer's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

- d.** “Contingent fee,” as used in this paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- e.** “Improper influence,” as used in this paragraph, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**END OF SECTION G**

## **SECTION H – DEFINITIONS (APR 25)**

As used throughout this Auction Solicitation, the following terms shall have the meaning set forth below:

- a.** The term “Registration” means the single-point registration on the DLA Strategic Materials online sales site at: <https://login-legacy.dla.mil/>. Bidders must register in accordance with Section **B** of this Auction Solicitation in order to participate in the stockpile sales program.
- b.** The term “Stockpile Sales Officer” means a person with the authority to enter into, administer, and/or terminate stockpile sales contracts and make related determinations and findings.
- c.** The terms “Bidder”, “Purchaser”, “Offeror” or “Customer” may be used interchangeably. The terms , “Bid” or “Offer” may be used interchangeably.
- d.** The term “Acceptance Letter” means the letter, signed by the Stockpile Sales Officer, indicating that the Government has approved the Customer’s single-point registration.
- e.** The term “Bid/Award Form” means the form used by a Customer to submit a Bid to the Government in response to a Request for Bids under the Auction Solicitation and Amendments thereto. A sample of Section **I.1. Bid/Award Form** is shown on page 37 of the Auction Solicitation. The Section **I.1. Bid/Award Form** will be generated when a Bidder submits a Bid online through the DLA Strategic Materials online sales site, <https://login-legacy.dla.mil/>.
- f.** The term “offering notice” refers to the email message issued to registered firms approximately two (2) DLA Strategic Materials business days prior to an auction.
- g.** The term “time set for receipt of Bids” is the time stated in Section **C.1.f.** of this Auction Solicitation. The term “time set for reduction of Bid price(s) and withdrawal of Bids” is a specific number of minutes prior to the time set for receipt of Bids. The number of minutes and the “time set for reduction of Bid price(s) and withdrawal of Bids” will be stated in the offering notice.
- h.** The terms “shall” and “must” may be used interchangeably.

- i.** The term “electronic commerce” means electronic techniques for accomplishing business transactions including electronic mail or messaging and World Wide Web technology. The only acceptable form of electronic commerce which may be used under the Auction Solicitation is online submission through the DLA Strategic Materials online sales site.
- j.** The terms “DLA Strategic Materials” and “Government” may be used interchangeably.

**END OF SECTION H**



## **SECTION I – SUBMITTALS**

**THE FOLLOWING SUBMITTALS SHALL BE COMPLETED AND SUBMITTED THROUGH THE DLA STRATEGIC MATERIALS ONLINE SALES SITE. THE COPIES PROVIDED IN THIS SOLICITATION ARE SAMPLES ONLY:**

**1. INITIAL SUBMISSION FOR SINGLE-POINT REGISTRATION:**

Stockpile Sales Agreement Form

I.4. Certification Regarding Responsibility Matters (AUG 20)

I.6. Type of Business Organization (JUN 17)

I.7. Customer's Mailing Address (OCT 13)

I.8. Customer's Billing Address (OCT 13)

I.9. Disputes: Agreement to Use Alternative Dispute Resolution (JUN 20)

I.10. Special Certifications (JUN 17)

*Special certifications are material-dependent. Any Special Certifications required under Section I.10. of the Auction Solicitation shall be submitted with the amendment for the material which requires the certification.*

**Financial Information as appropriate in response to Section B, Item 5.**

**2. REGISTRATION FOR THE AUCTION SOLICITATION TYPE:**

I.5. Certification Regarding Authorized Persons (OCT 13)

**3. ACCEPTANCE OF MATERIAL-SPECIFIC SOLICITATION AMENDMENTS**

**4. SUBMISSION WITH BID:**

I.1. Bid/Award Form: *Submission of an online Bid will result in the generation of a Section I.1. Bid/Award Form.*

I.2. Bid Items

I.3. Certificate of Independent Price Determination (JAN 14)

I.4. Certification Regarding Responsibility Matters (AUG 20)

*Sections I.3. and I.4. are certified by the Bidder on the DLA Strategic Materials online sales site at the time of Bid submission.*

**I.1. Bid/Award Form (APR 25) [SAMPLE ONLY]**

<b>I.1 BID/AWARD FORM  UNDER  [Solicitation]  [Amendment ID]</b>		<b>CONTRACT NUMBER</b> [Contract Number]	Page 1 of ____
From (Name of Company): [Company Address]		To: DEFENSE LOGISTICS AGENCY DLA STRATEGIC MATERIALS 8725 JOHN J. KINGMAN ROAD, SUITE 3229 FORT BELVOIR, VA 22060-6223	
DATE OF BID: [Date Awarded]	CONTRACT PERIOD EXPIRES ON: [Contract Expires]	INVOICE/CUSTOMER PAYMENTS:  CUSTOMER PAYMENTS MUST BE MADE BY WIRE TRANSFER	
This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Stockpile Sales Officer executing this contract and the Customer identified below. The Government agrees to sell and the Customer agrees to buy the material described below in accordance with the terms and conditions of the Solicitation, [Solicitation], Amendments thereto, and the Acceptance Letter. In the event of a conflict between the terms of the Solicitation, [Solicitation], its Amendments, and the Acceptance Letter, the terms of the Acceptance Letter shall govern.			
Bid was prepared in accordance with the following certifications which were accepted and electronically signed by the specified account.			
<b>EXECUTION BY CUSTOMER</b>		<b>ACCEPTANCE BY GOVERNMENT</b>	
Electronically Signed By: [Submitted By] ([Submitted By Account])		UNITED STATES OF AMERICA (SIGNATURE OF STOCKPILE SALES OFFICER): [Awarded By Signature]	
Date: [Date Submitted]		Date: [Date Awarded]	
NAME AND TITLE OF SIGNER: Name: [Submitted By] Title: [Submitted By Title] Email: [Submitted By Email]  Telephone: [Submitted By Telephone]		NAME OF STOCKPILE SALES OFFICER  Name: [Awarded By]  Title: [Awarded By Title]	

## **I.2. Bid Items**

The listing of items of stockpile materials available for an offering will be provided on the DLA Strategic Materials online sales site:

<https://login-legacy.dla.mil/>

### I.3. Certificate of Independent Price Determination (JAN 14) [SAMPLE ONLY]

a	The Offeror certifies that:
a.1	The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
a.2	The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
a.3	No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
b	Each signature on the offer is considered to be a certification by the signatory that the signatory:
b.1	Is the person in the offeror's organization responsible for determining the prices being offered in this bid or offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs a.(1) through a.(3) above; or
b.2	<p>(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs a.(1) through a.(3), above:</p> <div style="border: 1px solid black; width: 300px; height: 20px; margin: 5px 0;"></div> <p>(insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or offer, and the title of his or her position in the Offeror's organization);</p> <p>(ii) As an authorized agent, does certify that the principals named in subparagraph b.(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) above; and</p> <p>(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) above.</p>
c	If the Offeror deletes or modifies subparagraph a.(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

User ☐  
Certified: (By checking this box, you are certifying that you accept the contents of the certification and that all input is correct.)

#### I.4 Certification Regarding Responsibility Matters (JAN 21) SAMPLE ONLY

a.1	The Offeror certifies, to the best of its knowledge and belief, that—
a.1.i	The Offeror and/or any of its Principals—
a.1.i.A	Are ( <input type="checkbox"/> ) are not ( <input type="checkbox"/> ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
a.1.i.B	Have ( <input type="checkbox"/> ) have not ( <input type="checkbox"/> ) , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
a.1.i.C	Are ( <input type="checkbox"/> ) are not ( <input type="checkbox"/> ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and
a.1.i.D	Have ( <input type="checkbox"/> ) , have not ( <input type="checkbox"/> ) , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$10,000 for which the liability remains unsatisfied.
a.1.i.D.1	Federal taxes are considered delinquent if both of the following criteria apply:
a.1.i.D.1.i	The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
a.1.i.D.1.ii	The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
a.1.i.D.2	Examples.
a.1.i.D.2.i	The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court

	review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
a.1.i.D.2.ii	The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
a.1.i.D.2.iii	The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
a.1.i.D.2.iv	The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
a.1.ii	The Offeror has ( <input type="checkbox"/> ) has not ( <input type="checkbox"/> ) , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
a.2	“Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
	This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
b	The Offeror shall provide immediate written notice to the Stockpile Sales Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
c	A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Stockpile Sales Officer may render the Offeror nonresponsible.

d	Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
e	The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Stockpile Sales Officer may terminate the contract resulting from this solicitation for default.

User ☐  
Certified: (By checking this box, you are certifying that you accept the  
contents of the certification and that all input is correct.)

**I.5. Certification Regarding Authorized Persons (OCT 13) [SAMPLE ONLY]**

The Customer represents that the following individuals are current employees of [Company Name] and are authorized to perform the indicated roles.

Administrator: Can submit and update the Registration for Solicitation [Solicitation].

Bidder: Can submit and update Bids for Solicitation [Solicitation].

Shipment Requestor: Upon award, can submit Requests for Shipment for contracts awarded under Solicitation [Solicitation].

Account	Name	Company Title	Administrator	Bidder	Shipment Requestor
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

User ☐  
Certified: (By checking this box, you are certifying that you accept the contents of the certification and that all input is correct.)



**I.6. Type of Business Organization (JUN 17) [SAMPLE ONLY]**

The Offeror represents that -

a	It operates as ( <input type="checkbox"/> ) a corporation incorporated under the laws of the State of <a href="#">Click or tap here to enter text.</a> , ( <input type="checkbox"/> ) an individual, ( <input type="checkbox"/> ) a partnership, ( <input type="checkbox"/> ) a nonprofit organization, ( <input type="checkbox"/> ) a limited liability corporation (LLC), or ( <input type="checkbox"/> ) a joint venture.
b	If the Offeror is a foreign entity, it operates as ( <input type="checkbox"/> ) an individual, ( <input type="checkbox"/> ) a partnership, ( <input type="checkbox"/> ) a nonprofit organization, ( <input type="checkbox"/> ) a joint venture, or ( <input type="checkbox"/> ) a corporation registered for business in <a href="#">Click or tap here to enter text.</a> (country).
c	If the Offeror is a corporation, it is ( <input type="checkbox"/> ) independent (not owned or controlled by another company), ( <input type="checkbox"/> ) owned or controlled by <a href="#">Click or tap here to enter text.</a> corporation/company registered for business in <a href="#">Click or tap here to enter text.</a> (state/country).
d	If the Offeror is owned or controlled by another, state the relationship (e.g. wholly owned subsidiary, etc.): <a href="#">Click or tap here to enter text.</a>
e	The Offeror ( <input type="checkbox"/> ) is, ( <input type="checkbox"/> ) is not affiliated with any other entity which participates in the National Defense Stockpile sales programs. If the Offeror is affiliated with another entity, the Offeror shall state the nature of the affiliation: <a href="#">Click or tap here to enter text.</a>
f	The Offeror represents that it ( <input type="checkbox"/> ) is, ( <input type="checkbox"/> ) is not a small business concern. The Offeror shall state the basis for its representation as a large or small business: <a href="#">Click or tap here to enter text.</a>
g	The Offeror agrees to provide additional information relating to the above representations if requested to do so by the Stockpile Sales Officer.

User ☐

Certified: (By checking this box, you are certifying that you accept the contents of the certification and that all input is correct.)

**I.7. Customer's Mailing Address (OCT 13) [SAMPLE ONLY]**

The Contractor shall provide its address, telephone number, facsimile number and email address.

Use company default address  [Go](#)

**Location Type\*:** ☒ Domestic ☐ International

**Attention Line:**

**Individual Title:**

**Department/Division:**

**Company Name\*:**

**Address Line 1\*:**

**Address Line 2:**

**City\*:**

**State/Province\*:**

**Zip/Postal Code\*:**

**Telephone\*:**

**Fax:**

**Email\*:**

User ☐  
Certified: (By checking this box, you are certifying that you accept the  
contents of the certification and that all input is correct.)

**I.8. Customer's Billing Address (OCT 13) [SAMPLE ONLY]**

The Contractor shall provide its address, telephone number, facsimile number and email address.

Use company default address

**Location Type\*:** ☒ Domestic ☐ International

**Attention Line:**

**Individual Title:**

**Department/Division:**

**Company Name\*:**

**Address Line 1\*:**

**Address Line 2:**

**City\*:**

**State/Province\*:**

**Zip/Postal Code\*:**

**Telephone\*:**

**Fax:**

**Email\*:**

User ☐  
Certified: (By checking this box, you are certifying that you accept the  
contents of the certification and that all input is correct.)

**I.9. Disputes – Agreement to Use Alternative Dispute Resolution (JUN 20) [SAMPLE ONLY]**

a	The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.
b	Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Customer (see the Disputes Clause of the Solicitation), or, for the Agency, by the Stockpile Sales Officer, and approved at a level above the Stockpile Sales Officer after consultation with the ADR Specialist and with legal counsel. Customer personnel are also encouraged to include the ADR Specialist in their discussions with the Stockpile Sales Officer before determining ADR to be inappropriate.
c	If you wish to opt out of this clause, check here <input type="checkbox"/> . Alternate wording may be negotiated with the Stockpile Sales Officer.

User ☐  
Certified: (By checking this box, you are certifying that you accept the  
contents of the certification and that all input is correct.)

**I.10. Special Certifications (JUN 17)**

Any special certifications will be added to the Solicitation beginning with Section **I.10**.

**END OF SECTION I**