



DEFENSE LOGISTICS AGENCY  
HEADQUARTERS  
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April 21, 2022

AMENDMENT NO. 001 (FY 2022 NEG CHROMIUM METAL)  
TO  
NEGOTIATED SOLICITATION FOR  
STOCKPILE MATERIALS  
UNDER  
DLA-STOCKPILE MATERIALS-001-(NEGOTIATED)

The above referenced solicitation DLA-Stockpile Materials-001-(Negotiated), issued **September 21, 2017**, is hereby amended to offer chromium metal for sale under the Negotiated Solicitation. This amendment applies to the solicitation only for the offering of chromium metal, as follows:

1. Replace the title "Contracting Officer" throughout the Negotiated Solicitation with the title "Stockpile Sales Officer." For the sales of materials from the National Defense Stockpile, the Stockpile Sales Officer has the same duties, responsibilities and authorities as the Contracting Officer. Replace the term "Contractor" throughout the Negotiated Solicitation with the term "Customer."
2. The link for the online sales site used throughout the Negotiated Solicitation is updated to read:

<https://businessportal.dla.mil/irj/portal>

3. Section **A.1., Introduction (SEP 17)**, paragraph **a.**, is deleted for chromium metal and replaced with the following:

**Section A.1., Introduction (FY 2022 NEG Chromium Metal) (APR 22)**

- a. The Defense Logistics Agency (DLA), DLA Strategic Materials, is soliciting offers for the sale of approximately **574,507.80 pounds (LBS) (287.26 short tons (ST))** of chromium metal in Fiscal Year 2022. **A separate notice will be provided to set the exact offering date and time. This notice will be provided to registered firms by email issued by DLA Strategic Materials.** Offers must be submitted electronically through the DLA Strategic Materials online sales site at <https://businessportal.dla.mil/irj/portal>. In the event that DLA Strategic Materials is closed at the time of the offering, offers will be processed in accordance with Section **C.6.d.** of the Negotiated Solicitation.
4. Section **A.1., Introduction (SEP 17)** is revised for chromium metal to add the following as paragraph **c.**:

**Section A.1., Introduction (FY 2022 NEG Chromium Metal) (APR 22)**, paragraph **c.**:

- c. Offers to purchase material under this Amendment No. 001 (FY 2022 NEG Chromium Metal) to Solicitation **DLA-Stockpile Materials-001-(Negotiated)** (Negotiated Solicitation) shall be made on a fixed priced basis with a contract period not to exceed ninety (90) calendar days. Material must be removed in accordance with Section **E.** All offers will be evaluated as specified in Section **C.8.** to the Negotiated Solicitation, as revised by this Amendment No. 001 (FY 2022 NEG Chromium Metal).

5. Section **A.3., Material Description (SEP 17)**, paragraph **b.**, is deleted for chromium metal and replaced with the following:

Section **A.3., Material Description (FY 2022 NEG Chromium Metal) (APR 22)**, paragraph **b.**:

- b.** The material offered for sale under this Amendment No. 001 (FY 2022 NEG Chromium Metal) to Solicitation **DLA-Stockpile Materials-001-(Negotiated)** is aluminothermic and electrolytic chromium metal. The material is stored in steel drums and the drums are on wooden pallets. A description of the material offered for sale and the analysis of the material will be posted on the DLA Strategic Materials website at:

<https://www.dla.mil/Strategic-Materials/Sales/Chromium-Metal/>

Information on the storage locations is available at:

<https://www.dla.mil/Strategic-Materials/Resource/Depot-Information/>

6. Section **A.5., Inspection (SEP 17)** is amended to add the following for chromium metal:

Section **A.5. Inspection (FY 2022 NEG Chromium Metal) (APR 22)**

- a.** There are a total of 10 lots being offered for sale, all located in Hammond, IN. One drum each from each lot being offered for sale will be available for inspection and sampling. Offerors, or their designees may, at their expense, inspect the drums and take a grab sample, not to exceed two (2) pounds from each drum. Offerors shall provide a container for each required sample. The sample will be obtained in the presence of and under the direction of a DLA Strategic Materials representative. The Government does not warrant any grab samples to be representative of the lots sampled.
- b.** Requests for an appointment to inspect and/or to sample the material must be made by submitting a Material Sampling Request through the DLA Strategic Materials website at:

<https://www.dla.mil/Strategic-Materials/Resource/Sampling-Requests>

All information will be sent by email. The Government reserves the right to limit the number of individuals granted access to the depot or storage location.

- c.** The Offeror, its agents and representatives shall comply at all times with the rules of the storage location.

7. Section **C.3. Unit Pricing (SEP 17)** is amended to add the following for chromium metal:

Section **C.3. Unit Pricing (FY 2022 NEG Chromium Metal) (APR 22)**

Prices for all items under this Amendment 001 (FY 2022 NEG Chromium Metal) shall be expressed on a fixed U.S. dollar and cent value per pound (LB).

8. Section **C.4. Price Adjustments for Specific Materials (JUN 17)** does not apply to chromium metal and is deleted in its entirety.

9. Section C.5. **Minimum Quantity (JUN 17)** is amended to add the following for chromium metal:

**Section C.5. Minimum Quantity (FY 2022 NEG Chromium Metal) (APR 22)**

The lots of chromium metal being offered for sale are divided into sublots. The minimum offer shall be for one entire subplot. An offer for less than the minimum quantity may render the Offeror ineligible for award. The maximum offer may be for all sublots listed. The Government may award up to the total quantity offered.

10. Section C.8. **Evaluation of Offers (SEP 17)** is amended to add the following for chromium metal:

**Section C.8. Evaluation of Offers (FY 2022 NEG Chromium Metal) (APR 22)**

- a. The evaluation factors are listed below in descending order of importance:
- (1) Unit price
  - (2) Removal schedule
- b. To be considered, offers must meet the following minimum requirements:
- (1) Submission of minimum quantities which comply with Section C.5.;
  - (2) Submission of pricing which complies with the provisions of Section C.3.; and
  - (3) Submission of a removal schedule which meets or exceeds the provisions of Section E.1.

11. Section D.1. **Payment (SEP 17)**, paragraph f., is not applicable to chromium metal and is deleted.

12. **SECTION E – MATERIAL REMOVAL** is revised specifically for chromium metal to add Sections E.1. and E.2., as follows:

**Section E.1. Removal of Material (FY 2022 NEG Chromium Metal) (APR 22)**

- a. The contract period for any quantity of material awarded is not to exceed **90 calendar days** and shall begin on 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.

**Section E.2. Storage Charges (FY 2022 NEG Chromium Metal) (APR 22)**

- 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 Negotiated Solicitation.

- b.** The storage charge for chromium metal is the greater of the following: **(1) \$0.005 per pound bulk weight** (if a fraction of a pound remains, the charge will be for a full pound) per 30 day period regardless of whether the material remains in storage a period of 30 days or less than 30 days; *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**).

**13. Section F.1. Request for Shipment (SEP 17)**, paragraph **a.**, is deleted and the following substituted specifically for chromium metal:

**Section F.1.a. (Chromium Metal)**

- a.** Delivery of chromium metal is F.O.B. carrier's conveyance. The Customer shall be responsible for the selection of a type of conveyance which is suitable for the material being shipped.

**14. Section F.1. Request for Shipment (SEP 17)**, paragraph **f.**, is deleted in its entirety.

**15. Section F.1. Request for Shipment (SEP 17)**, paragraph **h.**, is revised to state that requests for shipment of chromium metal shall be for a minimum of one line item.

**16. Section F.3. Weighing (JUN 17)** is deleted in its entirety and the following inserted for chromium metal:

**Section F.3. (FY 2022 NEG Chromium Metal) Weighing (APR 22)**

- a.** No outweighing of material will be performed by the Government. The Government's weights of record shall govern and will be used for payment purposes. The Customer may elect to have a representative present to witness the outloading.
- b.** Weight certificates shall be provided at the expense of the Government.
- c.** In the event that any broken containers are detected at time of shipment, these will be overpackaged by the Government at the Government's expense prior to outloading. If no loss is discernible, the weight of record with the Government shall govern for that item and shall be final for payment.

**17. Section F.4. Weight Discrepancy (JUN 17)** does not apply to chromium metal under the Negotiated Solicitation and is deleted in its entirety.

18. Section **F.6. Adjustment for Variation in Quantity or Weight (JUN 17)** is revised to add a percentage of **2%** for chromium metal.

19. **SECTION H – DEFINITIONS (SEP 17)** is revised specifically for chromium metal to delete paragraphs **b., c., d.,** and **e.** and replace with the following:

**SECTION H – DEFINITIONS (FY 2022 NEG Chromium Metal) (APR 22), paragraphs b., c., d., and e.:**

- b.** The term “Stockpile Sales Officer” means a person with the authority to enter into, administer, and/or terminate sales contracts for National Defense Stockpile Materials and to make related determinations and findings.
- c.** The terms “Offeror”, “Purchaser”, “Contractor”, or “Customer” may be used interchangeably.
- d.** The term “Acceptance Letter” means the letter, signed by a Stockpile Sales Officer, indicating that the Government has approved the Customer’s single-point registration.
- e.** The term “**Sale of Government Property Negotiated Sales Contract**” means the form used by a Customer to submit an Offer to the Government in response to an offering under the Negotiated Solicitation and Amendments thereto. A sample of **Section I.1. Sale of Government Property Negotiated Sales Contract** is shown on page 36 of the Negotiated Solicitation. The **Section I.1. Sale of Government Property Negotiated Sales Contract** will be generated when the Offeror submits an Offer online through the DLA Strategic Materials online sales site, <https://businessportal.dla.mil/irj/portal>.

20. The reference to **Section I.10. Special Certifications (JUN 17)** in the Negotiated Solicitation is deleted and **Section I.10 Proposed Removal Schedule (SEP 17)** is substituted for chromium metal.

**Section I.10 Proposed Removal Schedule (SEP 17).**

Offerors must enter their proposed removal schedules on the DLA Strategic Materials online sales site at:

<https://businessportal.dla.mil/irj/portal>

21. Except as provided herein, all other terms and conditions of **DLA-Stockpile Materials-001-(Negotiated)** remain unchanged and in full force and effect. The Offeror must acknowledge receipt of this Amendment by checking the box below.

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