



DEFENSE LOGISTICS AGENCY
HEADQUARTERS
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FORT BELVOIR, VIRGINIA 22060-6221

September 17, 2019

**AMENDMENT NO. 001 (FY 2020 FERROMANGANESE)
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 ferromanganese for sale under the Negotiated Solicitation. This amendment applies to the solicitation only for the offering of ferromanganese, as follows:

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

Section A.1., Introduction (Ferromanganese) (SEP 19)

- a. The Defense Logistics Agency (DLA), DLA Strategic Materials, is soliciting offers for the sale of approximately **30,000 short tons (ST)** of high carbon ferromanganese in Fiscal Year 2020. The offering will be held on **Wednesday, October 02, 2019 at 12:00 p.m., local time, Fort Belvoir, VA.** Offers must be submitted electronically through the DLA Strategic Materials online sales site at <https://www.strategicmaterialssales.dla.mil>. In the event that DLA Strategic Materials is closed at that time, offers will be processed in accordance with Section **C.6.d.** of the Negotiated Solicitation.
2. Section **A.1., Introduction (SEP 17)** is revised for ferromanganese to add the following as paragraph **c.**:

Section A.1., Introduction (Ferromanganese) (SEP 19), paragraph **c.**:

- c. Offers to purchase material under this Amendment No. 001 (FY 2020 Ferromanganese) to Solicitation **DLA-Stockpile Materials-001-(Negotiated)** (Negotiated Solicitation) may be made on a fixed price or formula price basis, with a thirty (30) calendar day or ninety (90) calendar day removal of material schedule for formula price Offers. For contracts awarded on a fixed price basis, the contract period shall be 30 calendar days. For offers which include fixed price and formula price items, any fixed price items awarded will be subject to the 30-calendar day contract performance and removal period. Formula price items and offers 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 2020 Ferromanganese).
3. Section **A.3., Material Description (SEP 17)**, paragraph **b.**, is deleted for ferromanganese and replaced with the following:

Section A.3., Material Description (Ferromanganese) (SEP 19), paragraph b.:

- b.** The material offered for sale under this Amendment No. 001 (FY2020 Ferromanganese) to Solicitation **DLA-Stockpile Materials-001-(Negotiated)** is high carbon ferromanganese, Grade B. The material is stored outside in bulk piles. The item is located at the DLA Strategic Materials Pt. Pleasant Depot in Pt. Pleasant, WV. A description of the material offered for sale and the analysis of the material will be posted on the DLA Strategic Materials website at:
<http://www.dla.mil/HQ/Acquisition/StrategicMaterials/Sales/Ferromanganese.aspx>.
Information on the storage locations is available at:
<http://www.dla.mil/HQ/Acquisition/StrategicMaterials/Resource/DepotInformation.aspx>.

4. Section A.5., Inspection (SEP 17) is amended to add the following for ferromanganese:

Section A.5. Inspection (Ferromanganese) (SEP 17)

- a.** Offerors or their designees are encouraged to inspect the material and take a grab sample, at their own expense. Grab samples shall not exceed 50 pounds per pile. 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 samples to be representative of the entire pile. The Contractor shall provide the Government with any analysis derived from the grab samples.
- 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:
<http://www.dla.mil/HQ/Acquisition/StrategicMaterials/Resource/SamplingRequests.aspx>

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.

5. Section C.3. Unit Pricing (SEP 17) is amended to add the following for ferromanganese:

Section C.3. Unit Pricing (Ferromanganese) (SEP 19)

- a.** Prices for ferromanganese shall be expressed on a U.S. dollar and cent value per short ton (ST) to two decimal places.
- b.** The Offeror shall indicate a fixed price or formula price, a shipment frequency (monthly or quarterly) and a number of removal days on Section **I.2. Offer Items (SEP 17)** on the DLA Strategic Materials online sales site.
 - (1) If a fixed price is offered, the contract period shall not exceed 30 calendar days.

- (2) If a formula price is offered for material stored at Point Pleasant, WV, Offerors may submit an offer on the basis of either a thirty (30) calendar day removal period (monthly) or a ninety (90) calendar day removal period (quarterly). In accordance with the minimum quantity requirements in Section C.5., below, only one removal period type (thirty (30) calendar day or ninety (90) calendar day) may be selected for the minimum quantity required for an item.
- (3) In accordance with Section C.5., Offerors must express the price for the minimum quantity of an item as a single fixed price or a single formula. For items which exceed the minimum quantity requirement, Offerors may express the price for the quantity offered either as a single fixed price or by using one or more formulas.

Formula Pricing:

- c. The Government's preference is that the reference price for formula price offers be an average of the monthly benchmark low prices as follows:

- (1) *Platts Metals Daily* high carbon ferromanganese 76% \$/gt in-warehouse US;
and;

- (2) *CRU/Ryan's Notes Ferrous and Nonferrous News and Prices* Ferromanganese - RN 78% Imported NA Transaction, \$/lt.

The \$ / gt (or \$ / lt) price will be converted to \$ / st as follows:

$$\$/gt \text{ (or } \$/lt) / 1.12 = \$/st$$

The monthly average price for the *Platts Metals Daily* benchmark shall be taken directly from the published monthly low price.

The monthly average price for the *CRU/Ryan's Notes* benchmark shall be taken directly from the published monthly low price.

Summing the *Platts Metals Daily* and *CRU/Ryan's Notes* monthly low average prices and dividing by two shall determine the monthly price (i.e., the monthly reference price).

- d. Formula price offers shall be expressed as a percentage above or below the reference price, as defined in Section C.3.c., above. The unit price (U.S. dollar and cent per ST) shall be calculated by multiplying the contract percentage (e.g., 110%), which includes the premium or discount, by the prior month reference price. The unit price will be rounded to the nearest whole cent.
 - e. If a formula price is used with either a thirty (30) calendar day or ninety (90) calendar day removal schedule, the formula will be based on the prior calendar month average low price as indicated in Section C.3.c.
6. Section C.4. **Price Adjustments for Specific Materials (JUN 17)** does not apply to ferromanganese and is deleted in its entirety.

7. Section C.5. **Minimum Quantity (JUN 17)** is amended to add the following for ferromanganese:

Section C.5. Minimum Quantity (Ferromanganese) (SEP 19)

For item number 0431, the minimum offer quantity shall be 2,000 short tons for the item on which an offer is submitted. An offer for less than the minimum quantity may render the Offeror ineligible for award.

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

Section C.8. Evaluation of Offers (FY 2020 Ferromanganese) (SEP 19)

- a. The evaluation factors are listed below in descending order of importance:

- (1) Unit price
- (2) Removal schedule

Offerors who request a ninety (90) calendar day removal schedule will be assessed a unit price deduction based on cost of storage and cost of money (i.e., interest) for **evaluation purposes only**. The Government will assume that the Offeror will make only one payment and one removal during the ninety (90) calendar day period and that the payment and removal will be at the end of the period. Cost of storage deductions will be calculated using the storage fee indicated in Section **E.3 Storage Charges (AUG 14)**. Cost of money deductions will be calculated using the interest rate for debts to the Government established by the Secretary of the Treasury as described in Section **D.3**. These deductions will only be used to evaluate competing offers and to compare unit prices and removal schedules. Once evaluation deductions are calculated based on removal schedule, all Offerors will be evaluated on adjusted unit prices.

The Government requires a minimum quantity of 10% of the offered quantity for each thirty (30) day removal period, or a minimum quantity of 20% of the offered quantity for each ninety (90) day removal period. Offerors who request a lesser percentage minimum quantity term will be assessed a unit price deduction based on cost of storage and cost of money for **evaluation purpose only**.

- 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 Sections **E.1.** and **E.2.**

9. Section D.1. **Payment (SEP 17)**, paragraph f., is revised to add the following for ferromanganese:

Section D.1. Payment (Ferromanganese) (SEP 17), paragraph f.

- f. For contracts that use formula pricing, the Contractor is advised to send payment for the quantity of material covered by a **Pricing Declaration Worksheet (AUG 14)** *only after* receiving confirmation from DLA Strategic Materials of the price to be used. DLA Strategic Materials will confirm the price within two business days of receipt of a completed **Pricing Declaration Worksheet (AUG 14)** by approving the Worksheet online. The Worksheet is available on the DLA Strategic Materials online sales site. See Section E.1., paragraphs c. through g.

10. **SECTION E – MATERIAL REMOVAL** is re-titled to **SECTION E – CUSTOMER DECLARATION AND MATERIAL REMOVAL** and is revised specifically for ferromanganese, as follows:

SECTION E – CUSTOMER DECLARATION AND MATERIAL REMOVAL (FY 2020 FERROMANGANESE)

E.1. Contract Period and Customer Declaration (SEP 19)

- a. *For fixed price contracts*, the contract period for any quantity of material awarded shall be 30 calendar days and shall begin on the date of contract award.
- b. *For formula price contracts*, the contract period is based on the quantity of material awarded and begins on the date of contract award. Sections E.1.b. through E.1.g. apply to formula price contracts only.

Pleasant, WV Removal Schedule	
Award Quantity (Short Tons)	Contract Period (Calendar Days)
Up to 2,500	60 calendar days
2,501 – 5,000	120 calendar days
5,001 – 7,500	270 calendar days
More than 7,501	360 calendar days

For formula price contracts:

- c. In order to notify the Government of its intent to ship awarded material, the Contractor shall submit a Declaration through the DLA Strategic Materials online sales site at <http://www.strategicmaterialssales.dla.mil>. The Declaration shall be prepared by completing the **Pricing Declaration Worksheet (AUG 14)** online to indicate the quantity of material to be priced and a calculation of the price using the Contractor’s formula as stated in the contract. The **Pricing Declaration Worksheet (AUG 14)** may be accessed through the DLA Strategic Materials online sales site. The Contractor shall submit one or more shipping requests for the quantity of material declared through the DLA Strategic Materials online sales site. The Contractor shall submit a minimum of one Declaration as detailed in Section I.10 **Proposed Removal Schedule (SEP 17)** each thirty (30) or ninety (90) calendar day period, as appropriate.
- d. Material shipments may be requested at any time and in any frequency during the contract period. Each request for shipment of material requires a Declaration in order to establish

concurrence with DLA Strategic Materials of the unit price for the requested quantity. The material to be shipped must be for at least the minimum and for not more than the maximum quantity as detailed in Section **I.10 Proposed Removal Schedule (SEP 17)**. The Government must receive the **Pricing Declaration Worksheet (AUG 14)**, one or more shipping requests, and payment for the designated removal no less than 5 Government business days prior to the desired date of shipment (however, see Section **E.2.f.** for the requirement for additional days for the final submission of this documentation at the end of the contract performance period). In accordance with Section **D.1 Payment (SEP 17)**, paragraph **f.**, the Contractor is advised that DLA Strategic Materials will confirm the price within two business days of receipt of a completed **Pricing Declaration Worksheet (AUG 14)** by approving the Worksheet online.

- e.** If the contract has a thirty (30) calendar day removal schedule, a minimum of one **Pricing Declaration Worksheet (AUG 14)** must be submitted each thirty (30) calendar day period of the contract period. All material designated for each thirty (30) calendar day removal period must be shipped by the end of the thirty (30) calendar day period, except that all material awarded under the contract must be removed within the contract period.
- f.** If the contract has a ninety (90) calendar day removal schedule, a minimum of one **Pricing Declaration Worksheet (AUG 14)** must be submitted in each ninety (90) calendar day period as designated in the contract. Multiple **Pricing Declaration Worksheets (AUG 14)** may be submitted. The Contractor shall have 30 calendar days from the date that the Government confirms the pricing on the **Pricing Declaration Worksheet (AUG 14)** to remove the declared quantity of material, except that: (1) All material declared in a specific ninety (90) calendar day period must be removed within that period and; (2) All material awarded under the contract must be removed within the contract period.
- g.** Regardless of the removal schedule (every thirty or ninety calendar days), the pricing formula on the **Pricing Declaration Worksheet (AUG 14)** shall be calculated using the low average prices from the calendar month prior to the Government's receipt of the **Pricing Declaration Worksheet (AUG 14)**, plus any premium or minus any discount, as indicated in Section **C.3.**, above. The **Pricing Declaration Worksheet (AUG 14)** must be used in order to confirm the price with DLA Strategic Materials prior to payment.

E.2. Removal of Material (SEP 17)

- a.** For fixed price contracts, the Contractor must remove all material within 30 calendar days from the date of contract award. If the Contractor fails to pay for and remove the material on or before the last day of the contract period, the Contractor will be considered delinquent and no material will be shipped until payment for all remaining material has been received.
- b.** For formula price contracts, the schedule of minimum and maximum removal quantities shall be contained in the completed Section **I.10 Proposed Removal Schedule (SEP 17)**, which shall be made a part of this contract as the contract removal schedule. The Contractor must remove all material designated in a **Pricing Declaration Worksheet (AUG 14)** as specified in Section **E.1**, paragraphs **c.** through **g.**, above.

- c. If a Contractor is awarded a different quantity than proposed in Section **I.10 Proposed Removal Schedule (SEP 17)**, the final minimum shipping amount will be set in the awarded contract.
- d. For formula price contracts, if the Contractor fails to: (1) submit a **Pricing Declaration Worksheet (AUG 14)** as specified in Section **E.1** and make payment in accordance with Section **D.**; or (2) pay for and remove the minimum quantity in accordance with Section **I.10**, the Contractor will be considered delinquent and no material will be shipped until payment has been received for the minimum thirty (30) calendar day, ninety (90) calendar day, or declared quantity, as appropriate, whichever is greater. If the Contractor has failed to complete removal of all of the material on or before the last day of the removal period (or the 30-calendar day period following confirmation by DLA Strategic Materials of pricing for a **Pricing Declaration Worksheet (AUG 14)**, as appropriate), the Contractor will be considered delinquent and no material will be shipped until payment for all remaining material has been received for that removal period. If the Contractor has failed to complete removal of all of the material on or before the last day of the contract period, the Contractor will be considered delinquent and no material will be shipped until payment for all material remaining under the contract has been received.
- e. Removal periods (thirty (30) or ninety (90) days), the contract period, and the 30-calendar day period following the confirmation of pricing for a **Pricing Declaration Worksheet (AUG 14)** include all calendar days. If the last day of any period is a Saturday, Sunday, or Federal holiday, or the storage location is otherwise closed on those days, the removal period, the period of contract performance or the 30-calendar day period will be extended to the next DLA Strategic Materials business day.
- f. For formula price contracts, regardless of the removal period (i.e., thirty (30) or ninety (30) days), the submission of the **Pricing Declaration Worksheet (AUG 14)**, shipping request, and payment covering the final shipment under the contract must be received and approved by DLA Strategic Materials by a date that results in notification no less than **ten (10) DLA Strategic Materials business days** from the expiration of the contract to complete removal of all remaining material. Final documentation and payment which fail to provide for a minimum of ten (10) DLA Strategic Materials business days for DLA Strategic Materials to prepare for and schedule removal, may result in an assessment of charges in accordance with Section **E.3 Storage Charges (AUG 14)**.

E.3. Storage Charges (AUG 14)

- a. Storage charges shall be assessed on (1) all material remaining unshipped from a **Pricing Declaration Worksheet (AUG 14)** after the end of a thirty (30) or ninety (90) calendar day removal period; after the 30-calendar day period (for a ninety (90) calendar day removal period) following the receipt of the **Pricing Declaration Worksheet (AUG 14)** by, and the confirmation of price by DLA Strategic Materials, as applicable; and/or (2) any and all material remaining unshipped after the last day of the contract period, as applicable. The Government reserves the right to remove any remaining material to another Government storage facility or to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. The determination of whether to move the material to a Government or commercial facility rests solely with the Government. Storage charges continue to accrue until all the material has been removed in accordance with the

Declaration or the end of the contract period, as applicable, or the contract is terminated for default, in which case the Contractor 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) **\$10.00 per short ton** (if a fraction of a short ton remains, the charge will be for a full short ton) 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 Contractor 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 Contractor to be in default for failure to remove the material (See Section **G.7. Default**).

11. Section F.1. Request for Shipment (SEP 17), paragraph **a.**, is deleted and following substituted specifically for ferromanganese:

Section F.1.a. (Ferromanganese)

- a.** Shipment of ferromanganese requires handling and outloading by and at the expense of the contractor.

12. Section F.1. Request for Shipment (SEP 17), paragraph **h.**, is revised to add 500 short tons (ST), or if the location balance is less than this quantity, for the balance at the storage location, as the minimum quantity for requests for shipment of ferromanganese.

13. Section F.3. Weighing (JUN 17) is deleted in its entirety and the following inserted for ferromanganese:

Section F.3. Weighing (Ferromanganese) (SEP 15)

- a.** Conveyance (truck, van, or railroad cars as applicable by location) shall be light (tare) and heavy weighed (gross), with the tare weight of the conveyance deducted to arrive at the net weight of the material. The stenciled tare weight of a railroad car and the actual tare weight of trucks or vans shall be used. Weighing shall be done by and at the expense of the contractor when public or rail scales are used. All weighing shall be witnessed by a Government representative, with the exception of weighing on railroad scales which will be witnessed by the railroad. Weighing shall be done on the nearest railroad scale or the depot truck scale, if available. If the depot truck scale is not available, then weighing shall be done on the nearest state certified public truck scale.
- b.** A Government representative shall certify the correctness of the weighing method and that the truck scales have been inspected and certified. If the depot truck scale is used for weighing, the Government will provide the certified scale tickets. If a public truck scale is used for weighing, the Contractor or its agent will provide certified scale tickets. The scale tickets will be provided by the Government or the Contractor or its agent, as applicable,

within ten Government business days after the entire requested release quantity has been shipped, or at the end of each week's shipment, whichever is sooner.

- c. Weight certificates shall be provided at the expense of the Government. Weight indicated on the scale tickets shall be the final determinative weight for payment purposes.

14. Section F.4. **Weight Discrepancy (JUN 17)** does not apply to ferromanganese and is deleted in its entirety.

15. Section F.6. **Adjustment for Variation in Quantity or Weight (JUN 17)** is revised to add a percentage of **10%** for ferromanganese.

16. **SECTION H – DEFINITIONS (SEP 17)** is revised to change paragraph i. to add the following additional definitions for ferromanganese:

SECTION H – DEFINITIONS (Ferromanganese) (SEP 19)

- i. The term “benchmark” is a generally accepted, public index used to determine an approximate value that is used as a guideline in pricing a commodity. Benchmarks are determined by a publication which has surveyed industry participants on their consummated transactions. Under Solicitation **DLA-Stockpile Materials-001-(Negotiated), Amendment 001 (FY2020 Ferromanganese)**, the accepted benchmarks are *Platts Metals Daily* high carbon ferromanganese 76% \$/gt in-warehouse US and *CRU/Ryan’s Notes Ferrous and Nonferrous News and Prices* Ferromanganese - RN 78% Imported NA Transaction, \$/lt. For both of these publications, the reference price for formula price offers shall be an average of the monthly benchmark low prices. See Section C.3.
- j. The following abbreviations have the meanings shown:

gt – gross ton
lt – long ton
st – short ton
RN – CRU/Ryan’s Notes
NA – North America

The abbreviations “st” and “ST” both refer to “short ton” and may be used interchangeably.

- k. The term “contract period” represents the entire period of performance for the contract. For fixed price contracts, this period is 30 calendar days from the date of contract award. For formula price contracts, this period will begin on the date of contract award and the length of this period will be determined in accordance with the requirements of Section E. of this Solicitation.
- l. The term “removal period” means the time a Contractor has to pay for, outload, and remove all designated material under each Declaration. This term does not apply to fixed price

contracts. For formula price contracts, a removal period will be for either thirty (30) or ninety (90) calendar days.

- m.** For the purposes of the submission of a removal schedule in Section **I.10** of this Solicitation, the terms “thirty (30) calendar days” and “monthly” may be used interchangeably and have the same meaning. The terms “ninety (90) calendar days” and “quarterly” may be also be used interchangeably and have the same meaning.
- n.** The term “Declaration” means the Contractor’s notification to the Government of its intent to ship awarded material in accordance with Section **E.1**. This notification is accomplished through the preparation and submission by the Contractor of the **Pricing Declaration Worksheet (AUG 14)** which is available on the DLA Strategic Materials online sales site and will be included in any subsequent contract.
- o.** The **Pricing Declaration Worksheet (AUG 14)**, is the document used by the Contractor in order to submit a Declaration online. This form is also used by the Government and the Contractor in order to confirm the price of the quantity of material on the Declaration. The terms “**Pricing Declaration Worksheet (AUG 14)**” and “Declaration” may be used interchangeably.

- 17.** 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 ferromanganese.

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

Offerors must enter their proposed removal schedules on a thirty (30) calendar day or ninety (90) calendar day basis on the DLA Strategic Materials online sales site at:
<https://www.strategicmaterialssales.dla.mil>.

- 18.** 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.)