



DEFENSE LOGISTICS AGENCY
HEADQUARTERS
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December 16, 2021

AMENDMENT NO. 001 (FY 2022 BERYLLIUM 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 beryllium metal for sale under the Negotiated Solicitation. This amendment applies to the solicitation only for the offering of beryllium metal, as follows:

1. All previous amendments for beryllium metal under the Negotiated Solicitation are deleted in their entirety and replaced with this Amendment No. 001 (FY 2022 Beryllium Metal).
2. 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.”
3. The link for the online sales site used throughout the Negotiated Solicitation is updated to read:

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

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

Section A.1., Introduction (FY 2022 Beryllium Metal) (DEC 21)

- a.** The Defense Logistics Agency (DLA), DLA Strategic Materials, will be soliciting offers for the sale of approximately **17,078.00 pounds (LB)** of beryllium metal in Fiscal Year 2022. **Potential Offerors for this material must pre-qualify in order for their offers for this material to be considered. 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 then be submitted electronically through the DLA Strategic Materials online sales site at <https://businessportal.dla.mil/irj/portal>. However, refer to Section **C.1.**, paragraph **c.**, as revised in Item No. **8** of this Amendment. 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.
5. Section **A.1., Introduction (SEP 17)** is revised for beryllium metal to add the following as paragraphs **c.**, **d.**, **e.**, **f.**, and **g.**:

Section A.1., Introduction (FY 2022 Beryllium Metal) (DEC 21), paragraphs **c.**, **d.**, **e.**, **f.**, and **g.**:

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- c. Offers to purchase material under this Amendment No. 001 (FY 2022 Beryllium Metal) to Solicitation **DLA-Stockpile Materials-001-(Negotiated)** (Negotiated Solicitation) shall be made on a fixed price basis with a contract period not to exceed one hundred and eighty (180) 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 Beryllium Metal).
- ci. Offerors are advised that the beryllium metal offered under this Solicitation Amendment is included on the Commerce Control List (CCL) maintained by the Bureau of Industry and Security (BIS) of the U.S. Department of Commerce. As a result, the beryllium metal offered for sale under this Negotiated Solicitation is subject to the requirements of Department of Defense (DoD) Instruction Number 2030.08, "Implementation of Trade Security Controls (TSCs) for Transfers of DoD Personal Property to Parties Outside DoD Control," dated February 19, 2015, Incorporating Change 1, May 24, 2017. A copy of the DoD Instruction is available at:
<https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/203008p.pdf>
- cii. Offerors must complete and submit Section I.10., **DLA Form 1822, JUN 2019, End-Use Certificate** at the time of their acceptance of this Solicitation Amendment No. 001 (FY 2022 Beryllium Metal) in order for their offers for this material to be considered. See Sections G.15., G.16., and I.10. Copies of **DLA Form 1822, JUN 2019, End-Use Certificate** and the Instructions for Completing DLA Form 1822, End-Use Certificate, are available on the DLA Strategic Materials website at:

<https://www.dla.mil/Strategic-Materials/Sales/Beryllium>
- Offerors must submit the **DLA Form 1822, JUN 2019, End-Use Certificate** in advance of the submission of other parts of the offer in order for the required Trade Security Control review to be completed. Award of material under this Amendment is subject to a Trade Security Control review in order to confirm compliance with the Commerce Control List requirements. An offer cannot be considered unless and until an Offeror has been cleared by this review.
- ciii. Offerors are further advised that in order to participate in the sale offerings of National Defense Stockpile (NDS) beryllium inventory, a participant must be a firm incorporated in the United States or Canada and must additionally: (1) Certify that it supplied high-purity beryllium metal (i.e., at least 98 percent pure beryllium metal), high-content beryllium alloys (e.g., aluminum-beryllium alloys such as AlBeMet or Beralcast), or components with high-content beryllium metal to U.S. defense or commercial customers at least once in the last 10 years; (2) Certify that it is in the business of remelting, alloying, reprocessing, fabricating, or machining high-content beryllium metal or manufacturing or integrating components containing high-content beryllium metal for U.S. defense or commercial customers; and (3) In addition, the participant shall be required to complete and sign end-use certifications indicating that the beryllium materials awarded under this Amendment

No. 001 (FY 2022 Beryllium Metal) to the Negotiated Solicitation will only be employed for high-content beryllium applications.

- g.** In addition to the **DLA Form 1822, JUN 2019, End-Use Certificate**, in Section **I.10.**, Offerors seeking to qualify under this Amendment No. 001 (FY 2022 Beryllium Metal) to the Negotiated Solicitation must also complete and submit the **Firm Incorporation Certification** in Section **I.11.**, **Certification As Firm Incorporated in the United States or Canada and As Supplier of High-Purity Beryllium Metal, High-Content Beryllium Alloys or Components with High-Content Beryllium Metal (MAY 13)**. This submittal is available on the online sales site at <https://businessportal.dla.mil/irj/portal>. Offerors shall also certify in Item No. **26**, below, that any beryllium materials awarded under this Amendment No. 001 (FY 2022 Beryllium Metal) to the Negotiated Solicitation shall only be employed for high-content beryllium applications.

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

Section **A.3., Material Description (FY 2022 Beryllium Metal) (DEC 21)**, paragraph **b.**:

- b.** The material being offered for sale under this Amendment No. 001 (FY 2022 Beryllium Metal) to Solicitation **DLA-Stockpile Materials-001-(Negotiated)** is beryllium metal (hot pressed powder, Grade A) in the form of billets, and was produced by Brush Wellman, Inc.(c. 1984-1994). All of the items are located at the DLA Strategic Materials Depot in Hammond, IN. A description of the material offered for sale and the analysis of the material are posted on the DLA Strategic Materials website at:

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

Information on the storage location is available at:

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

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

Section **A.5. Inspection (FY 2022 Beryllium Metal) (DEC 21)**

- a.** Offerors or their designees may, at their own expense, visually inspect the packaging at the storage location. **No boxes will be opened, and no sampling of the material will be permitted.**
- b.** Requests for an appointment to visually inspect the packaging must be made by submitting a Material Inspection Request through the DLA Strategic Materials Website at:

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

- 8.** Section **C.1., Submission of Offers Online (SEP 17)**, paragraph **c.**, the first and second sentences are deleted and replaced with the following:

“Offers, modifications, and revisions to offers must be submitted through the DLA Strategic Materials online sales site. With the exception of the offering under Amendment No. 001 (FY 2022 Beryllium Metal), this is the only transmission method authorized by the Negotiated Solicitation. For the offering of beryllium metal, Section **I.10. DLA Form 1822, JUN 2019, End-Use Certificate**, must be submitted by email to the attention of the Stockpile Sales Officer at DLAStrategicMaterialsSales@dla.mil. This is the only documentation which may be submitted by another transmission method other than online.”

All other text under paragraph c., beginning with the current third sentence, remains unchanged.

9. Section C.3. **Unit Pricing (SEP 17)** is deleted and replaced with the following for beryllium metal:

Section C.3. Unit Pricing and Use of Material (FY 2022 Beryllium Metal) (DEC 21)

- a. Prices for all items under this Amendment No. 001 (FY 2022 Beryllium Metal) shall be expressed on a fixed U.S. dollar and cent value per pound of beryllium.
- b. All material awarded under this Solicitation Amendment shall be used only to support U.S. Government program(s) (Department of Defense or other U.S. Civilian Government). The Offeror shall specify the Government program(s) which the material will support as part of its offer.

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

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

Section C.5. Minimum Quantity (FY 2022 Beryllium Metal) (DEC 21)

The minimum offer quantity shall be one entire line item. An offer for less than the minimum quantity may render the Offeror ineligible for award.

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

Section C.8. Evaluation of Offers (FY 2022 Beryllium Metal) (DEC 21)

- 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) Offerors must submit the **DLA Form 1822, JUN 2019, End-Use Certificate** in advance of the submission of other parts of the offer in order for the required Trade Security Control review to be completed. Award of material under this Solicitation Amendment is subject to a Trade Security Control review in order to confirm compliance with the Commerce Control List requirements. An offer cannot be considered unless and until an Offeror has been cleared by this review. Offerors shall

also certify in Item No. **26**, below, that any beryllium materials awarded under this Amendment No. 001 (FY 2022 Beryllium Metal) to the Negotiated Solicitation shall only be employed for high-content beryllium applications;

- (2) Submission of minimum quantities which comply with Section **C.5.**;
- (3) Submission of pricing and identification of U.S. Government programs which complies with the provisions of Section **C.3.**; and
- (4) Submission of a removal schedule which meets or exceeds the provisions of Section **E.1.**

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

14. SECTION E – MATERIAL REMOVAL is revised specifically for beryllium metal, as follows:

E.1 Removal of Material (FY 2022 Beryllium Metal) (DEC 21)

- a.** The contract period for any quantity of material awarded is not to exceed **180 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 (FY 2022 Beryllium Metal) (DEC 21)

- 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 is the greater of the following: (1) **\$0.015 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**).

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

Section F.1.a. (FY 2022 Beryllium Metal)

- a.** Delivery of beryllium metal is F.O.B. carrier's conveyance.

(1) **Transportation:** In the transportation of this material, it is the responsibility of the Customer to comply with all relevant Federal, State, and Local laws, including the Department of Transportation (DoT) Hazardous Materials Regulations (49 CFR 170-189), where appropriate.

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

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

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

Section F.3. Weighing (FY 2022 Beryllium Metal) (DEC 21)

- 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 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.

19. Section F.4. **Weight Discrepancy (JUN 17)** applies to beryllium metal and the text of this clause is included below:

Section F.4. Weight Discrepancy (FY 2022 Beryllium Metal) (DEC 21)

- a.** If the Customer's weights for the material delivered vary from the Government's certified weights by more than one-half of one percent, the Customer may give notice of such difference to the Stockpile Sales Officer within **two (2)** working days (exclusive of Saturdays, Sundays, and Government holidays) after receipt of the material at destination, requesting that the material be reweighed. In that case, the Customer shall segregate the shipment in question and hold it intact pending reweighing. The entire shipment shall be reweighed by the Customer at its expense, in the presence of and in the manner approved by a Government representative, using scales approved by the Government representative. If the weight varies from the Government's certified weight by greater than one-fourth of one percent, plus or minus, that weight shall govern for payment purposes. If the weight determined by reweighing does not vary from the Government's certified weight by greater

than one-fourth of one percent, plus or minus, the Government's certified weight shall be final for payment purposes.

- b.** No adjustment shall be considered or made in accordance with the above paragraph unless notice is given by the Customer to the Stockpile Sales Officer within the time specified above and all other requirements of the paragraph are complied with.

20. Section F.6. Adjustment for Variation in Quantity or Weight (JUN 17) is revised to add a percentage of **one (1%) percent** for beryllium metal.

21. Section G.15., Notice Regarding U.S. Commerce Control List (CCL) Items (FY 2022 Beryllium Metal) (DEC 21) is added to the Negotiated Solicitation for beryllium metal items under this Amendment:

Section G.15., Notice Regarding U.S. Commerce Control List (CCL) Items (FY 2022 Beryllium Metal) (DEC 21)

- a.** The use, disposition, export and re-export of purchased property is subject to all applicable U.S. laws and regulations, including, but not limited to, the Arms Export Control Act (22 U.S.C. § 2751 *et seq.*); Export Control Reform Act of 2018 (50 U.S.C. § 4801 *et seq.*); International Traffic in Arms Regulations (22 C.F.R. § 120 *et seq.*); Export Administration Regulations (15 C.F.R. § 730 *et seq.*); Foreign Asset Control Regulations (31 C.F.R. § 500 *et seq.*) and the Espionage Act (18 U.S.C. § 793 *et seq.*); which, among other things, prohibit:
 - 1. The making of false statements and concealment of any material information regarding the use or disposition, export or re-export of the property; and
 - 2. Any use, disposition, export or re-export of the property not permitted by applicable statute and regulation.
- b.** Purchaser understands that transfer of CCL property could impact national security. The submission of false or misleading information and/or concealment of any material facts regarding the use, disposition or export of this property may constitute a violation of provisions of 18 U.S.C. § 554, 18 U.S.C. §§ 793-1001, 19 U.S.C. §1595, 22 U.S.C. § 401, 22 U.S.C. §§ 2778-2779, 50 U.S.C. § 1705, 50 U.S.C. App. §§ 2410-2411, 50 U.S.C. App. §1-44 and other laws. U.S. laws and DOD policy (including DoD Instruction 2030.08) describe sanctions for violations that include, but are not limited to, the denial of U.S. export privileges, debarment from future U.S. Government contracts, fines and criminal penalties.
- c.** Transfer of CCL property by purchasers is subject to the requirements of the Department of Commerce. An export license or other authorization may be required. It is the responsibility of the Purchaser to determine the applicable requirements and obtain all necessary approvals, authorizations, and licenses. The Sales Contract number can be referenced when submitting an application for an export license or other authorization to the Department of Commerce for CCL property.

- d. In the event the CCL property is sold or transferred to another party, the information in this form regarding the above laws, regulations and DOD policy must be passed to the subsequent purchaser or receiver. Copies of Records of Resale or transfer must be forwarded to the Stockpile Sales Officer within 5 days of the sale.
- e. The Purchaser agrees to cooperate with all authorized Government representatives to verify the existence, condition, and location of the CCL property and agrees to obtain the cooperation of any other receiver for this same purpose.

22. Section G.16., End User Certificate and Disposition and Use of Property (FY 2022 Beryllium Metal) (DEC 21) is added to the Negotiated Solicitation for beryllium metal items under this Amendment:

Section G.16., End User Certificate and Disposition and Use of Property (FY 2022 Beryllium Metal) (DEC 21)

- a. The Purchaser agrees to submit a completed End-Use Certificate, DLA Form 1822, JUN 2019.
- b. The Purchaser represents and warrants that the ultimate destination, use, and disposition of the property shall be in accordance with the End-Use Certificate as submitted and approved by the Stockpile Sales Officer.
- c. Changes to the Purchaser's End-Use Certificate for Commerce Control List (CCL) property require written notification to and the prior written approval of the Stockpile Sales Officer.
- d. The Purchaser further agrees to notify any and all subsequent Purchasers or Receivers of this property in writing of the provisions relating to CCL items and of the Purchaser's End-Use Certificate relative to the authorized destination; the requirement for approval by the Stockpile Sales Officer of any change of such destination prior to exportation thereto; the specific United States restrictions on exports and reexports directly and indirectly to denied areas or other prohibited destinations that may have been specified in this contract; the documentation (e.g., Import Certificate/Delivery Verification (IC/DV) documents, lading certificates, answers to follow-up requests) that may be required; and United States sanctions against violators. Subsequent Purchasers and Receivers must also agree to make similar notification to its Purchasers and Receivers. Any unauthorized disposition of the property by a Subpurchaser or Subreceiver of the property shall be the responsibility of such Subpurchaser or Subreceiver and, where at fault, of the original Purchaser from the United States.
- e. When property purchased under a single contract is intended for more than one destination, the Purchaser agrees to submit with its End-Use Certificate a listing of those items specifying quantities intended for each destination and consignee. The Purchaser further agrees to furnish the listings referred to herein with each request for approval of a change in destination.
- f. The Purchaser agrees to furnish any and all information requested by the United States regarding the actual disposition of the property awarded to the Purchaser within 10 calendar days of the date of the request.

23. SECTION H – DEFINITIONS (SEP 17) is revised specifically for beryllium metal, as follows:

SECTION H – DEFINITIONS (DEC 21), delete paragraphs **b.**, **c.**, **d.**, and **e.** and replace with the following:

- 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 an Offeror submits an Offer online through the DLA Strategic Materials online sales site, <https://businessportal.dla.mil/irj/portal>.
- 24.** The reference to **Section I.10. Special Certifications (JUN 17)** in the Negotiated Solicitation is deleted and **Section I.10., DLA Form 1822, JUN 2019, End-Use Certificate** is substituted for beryllium metal. Offerors must complete and submit **Section I.10., DLA Form 1822, JUN 2019, End-Use Certificate** at the time of acceptance of the Solicitation Amendment. This form must be submitted separately by email to the attention of the Stockpile Sales Officer to DLAstrategicMaterialsSales@dla.mil.
- 25.** Offerors must also complete and submit the **Firm Incorporation Certification** in **Section I.11., Certification As Firm Incorporated in the United States or Canada and As Supplier of High-Purity Beryllium Metal, High-Content Beryllium Alloys or Components with High-Content Beryllium Metal (MAY 13)**. This submittal is available from the online sales site at <https://businessportal.dla.mil/irj/portal>. Offerors shall also certify in Item No. **26**, below, that any beryllium materials awarded under this Amendment No. 001 (FY 2022 Beryllium Metal) to the Negotiated Solicitation shall only be employed for high-content beryllium applications.
- 26.** The Offeror certifies affirmatively, by checking this box , and by accepting this Amendment No. 001 (FY 2022 Beryllium Metal) below, that any beryllium materials awarded to it under this Amendment No. 001 (FY 2022 Beryllium Metal) to Solicitation DLA-Stockpile Materials-001 (Negotiated), shall only be employed for high-content beryllium applications.

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27. 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.)