



**DEFENSE LOGISTICS AGENCY
DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 3229
FT. BELVOIR, VIRGINIA 22060-6223**



IN REPLY
REFER TO **DNSC-C3**

**AMENDMENT NUMBER 005
TO SOLICITATION OF OFFERS
DLA-ELECTROLYTIC MANGANESE METAL-001
EFFECTIVE APRIL 16, 2002**

The above referenced Solicitation of Offers, DLA-ELECTROLYTIC MANGANESE METAL-001, dated May 1, 1997 is hereby amended to update various sections to the Solicitation and the listing of available material for Fiscal Year 2002.

1. Amendment Numbers 001 through 004 are deleted and no longer applicable to offerings under DLA-ELECTROLYTIC MANGANESE METAL-001.
2. A.1 Introduction (JAN 95)
 - a. Delete Paragraph **a.** and insert the following: The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC) is soliciting offers for the sale of 433,450 pounds of electrolytic manganese metal for Fiscal Year 2002. Offerings are scheduled for 3:00 p.m., local time, Fort Belvoir, VA, on the fourth Tuesday of each month. The next offering will be May 28, 2002. Offers must be received at the address in Section **B.2.a** by 3:00 p.m., local time, Fort Belvoir, VA. If DNSC is otherwise closed at that date and time, offers for that day will be received at 3:00 p.m., local time, Fort Belvoir, VA, on the next DNSC business day.
 - b. Delete Paragraph **e.** in its entirety.
3. A.2 Description (JAN 97)
 - a. Delete Paragraph **a.** and insert the following: Electrolytic manganese is stored inside and not on pallets in 55 gallon galvanized drums averaging 1,500 - 1,800 net pounds per drum at Warren, OH. A description of the material offered for sale is listed in Sections I.2 and J.1.
 - b. Delete Paragraph **b.** in its entirety.
4. Add A.3 Foreign Trade Statistics Regulations (JUN 01)
 1. The Contractor 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.
 2. The Contractor shall comply with United States Bureau of Export Administration Foreign Trade Statistics and Export Administration Regulations as set forth in 15 CFR Parts 30 and 732 (as amended by 65 FR 42556-42575, July 10, 2000 or any subsequent rule making).
 3. If the Contractor is not a United States domestic entity or does not have a physical presence in the United States, and the material is to be exported, the Contractor shall either --
 - a. Engage a United States forwarding agent or other agent in accordance with 15 CFR 30.4(a) and (c); or
 - b. Engage a United States Order Party, in accordance with 15 CFR 30.4(a)(1)(iii), to conduct all negotiations, correspondence, and arrangements for sale, and to arrange for export of the material purchased.
 4. The Defense National Stockpile Center shall not be named as the United States Principal Party in Interest and will not execute the Shipper's Export Declaration required by the Foreign Trade Statistics regulations.

5. Add A.4 Financial Exposure Limit (MAR 02)

1. The Government will establish a financial exposure limit (maximum level of business the Government will allow) for each Offeror. The financial exposure limit shall be determined based upon the following:
 - a. Financial Position of the Offeror
 - b. Past Performance
 - c. References (Suppliers, Financial Institutions)
 - d. Credit Reports
2. If the Contractor reaches its financial exposure limit, subsequent sales will cease until such time that the Contractor satisfactorily performs existing contracts or the Government increases the exposure limit.

6. Delete B.1 Submittals (JAN 95) and insert B.1 Submittals (MAR 02) as follows:

B.1 Submittals (MAR 02)

Offerors shall submit all of the following documents contained in Section I along with the offer:

- a. Section I.1 Sale of Government Property Negotiated Sales Contract (JAN 95) with the section entitled "Execution by Contractor" completed.
- b. Section I.2 Item Offer Page - DLA- Electrolytic Manganese Metal-001.
- c. Section I.3 Certificate of Independent Price Determination (JAN 01).
- d. Section I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JAN 01).
- e. Representations, Certifications and Identifications at Sections I.5 through I.10. Offerors please note: If Annual Representations, Certifications and Identifications have previously been submitted they need not be resubmitted unless there has been a change in the information.
- f. Offerors must submit copies of the most recent income statement and balance sheet for the company and any other documentation that will validate the level of business transactions and financial condition of the firm (e.g., a list of references).
- g. The Government will evaluate the financial documentation to determine an applicable financial exposure limit. DNSC may require the Contractor to submit updated information at anytime.
- h. Offerors shall submit financial documentation to the following address/facsimile number:

ATTN: Electrolytic Manganese Contract Specialist, DNSC-C3
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Fax: (703) 767-5411

7. B.2 General Information (JUN 95): Delete the address in paragraph a and insert the following:

ATTN: Bid Custodian, DNSC-XO
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Ft. Belvoir, VA 22060-6223

8. B.3 Minimum Quantity (JAN 95) is revised to read as follows: "The minimum offer quantity shall be one line item. An offer for less than the minimum quantity may render the Offeror ineligible for award."

9. Delete B.4 Late Submissions, Modifications, and Withdrawals of Offers (JUN 95) and replace with B.4 Late Submissions, Modifications, and Withdrawals of Offers (NOV 00) as follows:

B.4 Late Submissions, Modifications, and Withdrawals of Offers (NOV 00)

- a. Offerors are responsible for submitting offers, and any revisions, and modifications, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. Offerors may use and transmission method authorized by the solicitation (i.e., regular mail, electronic commerce or facsimile).
- b. (1) Any offer, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the sale and—
 - (i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (iii) It was the only offer received.
- (2) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- c. Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- d. If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- e. Offers may be withdrawn by written notice at any time before award. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award. Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.
- f. Offerors may submit modifications to their offer at any time before closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

The Contracting Officer must promptly notify any offeror if its offer, modification, or revision was received late, and must inform the offeror whether its offer will be considered, unless contract award is imminent.

10. B.6 Consideration of Offers (JUN 95): Add the following as paragraph e.:

- e. "All or none" offers may not be considered.

11. Delete Section B.7 Evaluaton of Offers (JUN 95) and insert Section B.7 Evaluation of Offers to (MAR 02) as follows:

B.7 Evaluation of Offers to (MAR 02)

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

- (1) Unit price.
- (2) Payment terms.
- (3) Removal schedule.

All evaluation factors other than unit price, when combined, are significantly less important than unit price.

- b. To be considered, offers must meet the following minimum requirements:

- (1) Submission of the information requested in Section **B.1**;
- (2) Submission of pricing which complies with the provisions of Section **B.6.d.**;
- (3) Compliance with Section **B.6.e.**; and
- (4) Submission of a removal schedule which meets or exceeds the provisions of Section **E.1**.

- c. The maximum acceptable payment terms are net thirty (30) days from the Government's receipt of current, accurate, and complete Shipping Instructions. Payment terms must be approved prior to award. Offerors will not be eligible for payment terms unless the Contracting Officer makes an affirmative determination of responsibility. (See B.9 Responsibility Determination)

12. Delete Section B.9, Responsibility Determination (JUN 95) and insert B.9 Responsibility Determination (MAR 02) as follows:

B.9 Responsibility Determination (MAR 02)

- a. No award shall be made unless the Contracting Officer makes an affirmative determination of responsibility.
- b. To be determined responsible and eligible for an award, Offerors shall have adequate financial resources, a satisfactory performance record with DNSC, and a satisfactory record of integrity and ethics. For example, an Offeror may be determined to be non-responsible and ineligible to submit offers if there is a record of poor payment (e.g., checks returned for insufficient funds) or poor performance (e.g., failure to pay for or remove material on time). In addition to looking at past performance, DNSC will also review current Dun & Bradstreet reports and any other credit reports.

13. Delete B.11 Domestic Preference (APR 96) in its entirety.

14. Delete SECTION C – INSPECTION (JAN 95) and replace with SECTION C- INSPECTION (OCT 01) as follows:

SECTION C – INSPECTION (OCT 01)

1. An Offeror may visually inspect the material at the storage locations. One drum of material will be available for inspection at each location in Section J.2 Storage Locations.
2. Requests for an appointment to visually inspect the material at the depot(s) listed in Section J.2 Storage Locations must be made in writing or by facsimile submission on company letterhead to the Point of Contract identified in Section J.2 Storage Locations, at least five (5) working days prior to the date of the requested inspection. Requests shall include the name and title of each individual wishing to visually inspect the material. Offerors will be notified by telephone of the date the material will be available for inspection. The Government reserves the right to limit the number of individuals granted access to the depot.
3. Offerors, their agents and representatives shall comply at all times with the rules of the storage location.

15. Delete G.1 Default (JAN 95) and replace with G.1 Default (FEB 01) as follows:

G.1 Default (FEB 01)

- a. (1) The Government may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor 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 irrespective of 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 under (1)(i) through (1)(iv) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure. If at any time prior to the expiration of this contract, the Contractor makes it clear either by words, actions or circumstances, that the Contractor is unwilling or unable to perform under this contract, the Government shall not be required to furnish the Contractor notice specifying a failure under this contract, prior to exercising its right to terminate this contract for default and seek damages.
- (3) Upon the Contractor's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Contractor 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.
- b. If the Government terminates the contract, the Contractor shall be held liable for damages as described below. However, in no event will damages exceed the original contract price.
- c. If the Government terminates the contract for default, it may subsequently resell the material for the Contractor's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Contractor the difference between the contract price and the price obtained on resale. In no event will the Contractor 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 succeed in reselling the material within 12 months, the Contractor 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 Section I.1 Sale of Government Property Negotiated Sales Contract (JAN 01), 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 Contractor 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.

16. Delete G.2 Disputes (JAN 95) and replace with G.2 Disputes (FEB 01) as follows:

G.2 Disputes (FEB 01)

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613).
- b. Except as provided in the Act, all disputes arising under or relating to this contract 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. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph **d.(2)** below. 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 paragraph, 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 Contractor shall be made in writing and unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be by written decision of the Contracting Officer.

(2) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - (i) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (ii) 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 Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to a claim.
- e. For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- f. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- g. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor'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 Contracting Officer receives the claim (properly 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 Contracting 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 Contractor 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 Contracting Officer.

17. Delete G.4 Protests (FEB 97) and replace with G.4 Agency Protests (FEB 00) as follows:

G.4 Agency Protests (FEB 00)

Companies protesting any resultant sale under this solicitation may file a protest 1) with the Contracting Officer (see paragraph d.1), or 2) with the General Accounting Office (see paragraph d.3), or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the Contracting Officer (see paragraph d.2). Protests filed with the activity should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." (This process allows for a higher level decision on the initial protest; it is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

PROCEDURES FOR FILING PROTESTS

a. Protests Based on Alleged Solicitation Improprieties

Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals. In sales conducted on the basis of competitive proposals, alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into the solicitation must be protested not later than the next closing time for receipt of proposals following the incorporation.

b. Other Protests

Protests after award shall be filed not later than 10 calendar days after the basis of protest is known or should have been known, whichever is earlier, with the exception of protests challenging a sale conducted on the basis of competitive proposals under which a debriefing is requested and, when requested, is required. In such cases, the initial protest shall not be filed before the debriefing date offered to the protester, but shall be filed not later than 10 calendar days after the date on which the debriefing is held.

c. Service of Protest

(1) Protests for decision by the Contracting Officer shall be served in writing at the following address:

Attn: DNSC-C (Martha L. Hochberg, Contracting Officer)
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Ft. Belvoir, VA 22060-6223

(2) Protests for decision at a level above the Contracting Officer shall be served in writing at the following address:

Attn: DNSC-C, Director of Contracting
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Ft. Belvoir, VA 22060-6223

(3) Protests for decision by the GAO shall be filed in writing at the following address:

General Counsel
Attn: Procurement Law Control Group
U.S. General Accounting Office
441 G Street, NW
Washington, DC 20548

A copy of any such protest shall be received by the Contracting Officer at the address in paragraph c.1, above, within one day of filing the protest.

18. Delete G.10 Title (JAN 95) and insert the following as G.10 Title (OCT 01):

G.10 Title (OCT 01)

Title to the material shall pass to the Contractor upon payment or shipment of material, whichever comes first.

19. SECTION I - SUBMITTALS

Delete "COMPLETE AND RETURN THE FOLLOWING WITH YOUR OFFER" and replace with the following:
 "COMPLETE AND RETURN ALL OF THE FOLLOWING WITH YOUR OFFER, UNLESS ANNUAL REPRESENTATIONS, CERTIFICATIONS, AND IDENTIFICATIONS HAVE BEEN SUBMITTED, THEN SUBMIT I.1, I.2, I.3 AND I.4 ONLY:"

20. I.2 Item Offer Page

- a. All references to Section I.2 DLA-ELECTROLYTIC MANGANESE METAL-001 Item Offer Page (DEC 96) shall be updated to read: "Section I.2 DLA-ELECTROLYTIC MANGANESE METAL-001 Item Offer Page (APR 02)."
- b. Delete all previous Sections I.2 Item Offer Page and replace with Section I.2 DLA-ELECTROLYTIC MANGANESE METAL-001 Item Offer Page (APR 02).

Section I.2 DLA-ELECTROLYTIC MANGANESE METAL-001 Item Offer Page (APR 02)

Item	Location	ID Number	Lot	No. of Drums	Net Weight (Lbs)	Unit Price Per Lb	Quantity (Lbs)	Total Item Price
86	Warren, OH	064-250	036	125	200,000	\$		\$
87	Warren, OH	0064261	519	138	200,100	\$		\$
88	Warren, OH	0064261	523	23	33,350	\$		\$

Total Offer Quantity _____

Total Offer Dollar Amount _____

Company Name: _____

Company Official and Title _____

Signature _____

Date _____

Telephone Number _____

Facsimile Number _____

21. Delete I.3 Certificate of Independent Price Determination (JUL 97) and replace with I.3 Certificate of Independent Price Determination (JAN 01) as follows:

I.3 Certificate of Independent Price Determination (JAN 01)

a. The offeror certifies that:

- (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;
- (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
- (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:

- (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
- (2) (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

(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);

- (ii) As an authorized agent, does certify that the principals named in subdivision **b.(2)(i)** above have not participated, and will not participate, in any action contrary to subparagraphs **a.(1)** through **a.(3)** above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs **a.(1)** through **a.(3)** above.

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.

22. Delete I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97) and replace with I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JAN 01) as follows:

I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JAN 01)

a. (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

- (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have have not , 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, or receiving stolen property; and
- (C) Are are not 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.
- (D) Are are not presently indicted for or otherwise criminally or civilly charged by a Federal, state or local entity with violation of any environmental laws;
- (E) Have have not within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for violation of a Federal, state or local environmental statute or regulation.

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (3) If the Offeror answers affirmatively to **(a)(1)**, above, the Offeror shall include in its offer an explanation of the circumstances, including the outcome.

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 Contracting 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 Contracting 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 a 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 the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this Solicitation for default.

23. J.1 Electrolytic Manganese Metal Analyses

- a. All references to Section J.1 Electrolytic Manganese Metal Analyses (NOV 96) shall be updated to read: "Section J.1 DLA-ELECTROLYTIC MANGANESE METAL-001 Analyses (APR 02)."
- b. Delete all previous Sections J.1 Electrolytic Manganese Metal Analyses and replace with Section J.1 DLA-ELECTROLYTIC MANGANESE METAL-001 Analyses (APR 02) as follows:

Section J.1 Electrolytic Manganese Metal Analyses (APR 02)

Item	Location	ID Number	Lot	No. of Drums	Net Weight (Lbs)	Mn	H	S	C	P	OM
86	Warren, OH	064-250	036	125	200,000	99.95%		0.020%	0.006%	0.002%	--
87	Warren, OH	0064261	519	138	200,100	99.95%	0.0085%	0.022%	0.006%	0.002%	0.006%
88	Warren, OH	0064261	523	23	33,350	99.96%	0.0053%	0.015%	0.0044%	0.0016%	0.01%

Notes:

- 1. Item 86: Producer was Foote Mineral Company, New Johnsonville, TN.
- 2. Items 87 and 88: Producer was Union Carbide Corporation, Marietta, OH.

24. J.2 Storage Locations

- a. All references to Section J.2 Storage Locations (DEC 96) shall be updated to read: "Section J.2 Storage Location (APR 02)."
- b. Delete all previous Sections J.2 Storage Locations and replace with Section J.2 Storage Location (APR 02) as follows:

Section J.2 Storage Location (APR 02)

Storage Site	Hours	Days	Available Transportation	Responsible Depot	Staffed Location	Depot Manager
Warren, OH	0730 -1430	Mon – Fri	Truck / Rail	Warren, OH	Yes	Jack Pittano Telephone: (330)652-1456

Notes:

- 1. Electrolytic Manganese is stored inside.
 - 2. Electrolytic Manganese is not stored on pallets.
 - 3. Material is stored in 55 gallon drums averaging 1,500 - 1,800 pounds net per drum.
 - 4. Point of contract is Mr. Robert F. Clark, Operations Logistics Division, 8725 John J. Kingman Road, Suite 3229, Ft. Belvoir, VA 22060, Telephone: (703) 767-7614, Facsimile: (703) 767-7608
25. Offerors shall return the items listed below to : ATTN: DNSC-XO/Bid Custodian, Defense National Stockpile Center, 8725 John J. Kingman Road, Suite 3229, Fort Belvoir, VA 22060-6223 or Facsimile Number (703) 767-5541 or 5542.
- a. Acknowledgment to Amendment Number 005;
 - b. I.1 Sale of Government Property Negotiated Sales Contract (JAN 95);
 - c. I.2 DLA-ELECTROLYTIC MANGANESE METAL-001 Item Offer Page (APR 02);
 - d. I.3 Certificate of Independent Price Determination (JAN 01); and
 - e. I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JAN 01)

26. Offerors shall acknowledge receipt of this Amendment by signing in the space provided below. Failure to acknowledge receipt of this Amendment may result in an offeror being ineligible for award. Except as provided herein, all other terms and conditions of DLA-ELECTROLYTIC MANGANESE METAL-001 remain unchanged and in full force and effect. Point of contact is Angela Mattox at (703)767-5515.

NAME OF FIRM	_____
ADDRESS	_____
TELEPHONE	_____
FACSIMILE	_____
COMPLETED BY	_____
SIGNATURE	_____
TITLE	_____
DATE	_____