



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

IN REPLY  
REFER TO

**DNSC-C2**

**February 10, 2005**

**AMENDMENT NO. 19**  
**SOLICITATION OF OFFERS FOR**  
**TITANIUM SPONGE**  
**UNDER DLA-TITANIUM SPONGE-003**

The above referenced Solicitation for the sale of Titanium Sponge is hereby amended to schedule an offering for Fiscal Year 2005, revise the listing of available material, and update various sections of the Solicitation, as follows:

**1. Delete Section A.1 Introduction (DEC 04) and replace with the following:**

Section A.1 Introduction (FEB 05), The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC) is soliciting offers for the sale of approximately **3,001,604** pounds of titanium sponge in Fiscal Year 2005. The **next offering** will be held on **Friday, February 25, 2005, at 10:00 AM local time, Ft. Belvoir, VA**. If all material is not sold, subsequent offerings will be announced. Offerors are advised to telephone the Directorate of Stockpile Contracts at (703) 767-6500 to ascertain the availability of material. Offers must be received at the address in Section **B.2.a.** by 10:00 AM local time, Ft. Belvoir, VA. **In the event that DNSC is closed at that time, offers for that day will be received at 10:00 AM local time, Ft. Belvoir, VA on the next DNSC business day.**

**2. Section B.1 PREPARATION AND SUBMISSION OF OFFERS**

Offers shall submit, with their offer, **all** of the following documents, and any other required information as requested in solicitation DLA-TITANIUM SPONGE-003 and active Amendment Nos. 003, 006, 011, 018 and 019:

- a. Section A – SOLICITATION, Subsection A.4, Financial Exposure Limit (MAR 02), 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 business and bank references).
- b. Section I.1, Sale of Government Property Negotiated Sales Contract (APR 00)
- c. Section I.2, Item Offer Page – DLA-TITANIUM SPONGE-003 (FEB 05), All previous Sections I.2 Item Offer Page – Titanium Sponge are deleted in their entirety and replaced with the attached **Section I.2 Item Offer Page – Titanium Sponge (FEB 05)**. For chemical specification limits and physical requirements, offerors should refer to the governing specification numbers and dates in Amendment No. 003 to the Solicitation by using the Applicable Purchase Specification column in the Table of Contents in **Section J.1 – Titanium Sponge Specifications (AUG 00)**.
- d. Section I.3, Certificate of Independent Price Determination (JAN 01)
- e. Section I.4, Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)
- f. Section I.5, Type of Business Organization (APR 96)
- g. Section I.6, Authorized Negotiators (JUN 95)
- h. Section I.7, Persons Authorized to Request Shipment of Material (FEB 98)
- i. Section I.8, Offeror's Billing Address (JUL 95)

j. Section I.9, Anticipated Removal Schedule – Titanium Sponge (DEC 04)

k. Any other information requested by solicitation DLA-TITANIUM SPONGE-003 and Amendment Nos. 003, 006, 011, 018 and 019.

3. Except as provided herein, all other terms and conditions of DLA-TITANIUM SPONGE-003 and Amendment Nos. 003, 006, 011 and 018, thereto, remain unchanged and in full force and effect.

4. Offerors shall review, in their entirety, solicitation DLA-TITANIUM SPONGE-003 and Amendment Nos. 003, 006, 011, 018 and 019.

5. Offerors shall acknowledge receipt of all Amendments by completing the section for Amendment acknowledgement and returning a copy of acknowledgements along with their offer to:

ATTN: DNSC-R/Bid Custodian  
Defense National Stockpile Center  
8725 John J. Kingman Road, Suite 3229  
Fort Belvoir, VA 22060-6223  
Facsimile number is (703) 767-5541

Failure to acknowledge receipt of this or any other Amendments may result in the Offeror being considered ineligible for award.

**NAME OF FIRM:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**FACSIMILE:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**I.1 Sale of Government Property Negotiated Sales Contract (APR 00)**

SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT		CONTRACT NUMBER		PAGE 1 OF	
<p>This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting officer executing this contract and the Contractor below identified. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of DLA-TITANIUM SPONGE-003. In the event of a conflict between the terms of the Solicitation and the Negotiated Sales Contract, the terms of the Negotiated Sales Contract shall govern.</p>					
ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY (No. of Unit(s))	UNIT	UNIT PRICE	AMOUNT
<b>EXECUTION BY CONTRACTOR</b>			<b>EXECUTION BY GOVERNMENT</b>		
DATE (Day, Month, Year)			UNITED STATES OF AMERICA BY:		DATE:
NAME OF CONTRACTOR					
ADDRESS (Street, City, State & Zip Code) (Type or Print)			NAME AND TITLE OF CONTRACTING OFFICER		
Telephone Number:					
Facsimile Number					
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under signature)					

DLA-TITANIUM SPONGE-003  
 AMENDMENT 019  
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I.2 Item Offer Page -- Titanium Sponge (February FY05)

<u>Item #</u>	<u>Location</u>	<u>Type</u>	<u>Producer</u>	<u>BHN Range</u>	<u>Quantity (lbs)</u>	<u>Offer Quantity * (lbs)</u>	<u>Unit Price (\$ per lb)</u>	<u>Total Price (\$)</u>
30	Warren, OH	C	RMI	<100 - 120	1,706,000	X	=	
31	Warren, OH	C	Electromet	101 - 150	1,295,604	X	=	
<b>Total:</b>					3,001,604			

\* Minimum offer quantity per location is one truckload: RMI -- 36,000 lbs; Electromet -- 37,500 lbs.

Storage: Warren -- inside (palletized and not palletized).

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Name and Title of Person Submitting Offer**

\_\_\_\_\_  
**Signature and Date**

### 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.**

**I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)**

- 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.

**I.5 Type of Business Organization (APR 96)**

The Offeror represents that--

- a. It operates as  a corporation incorporated under the laws of the State of \_\_\_\_\_,  an individual,  a partnership,  a nonprofit organization, or  a joint venture.
- b. If the offeror is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation registered for business in \_\_\_\_\_ (country)
- c. If the offeror is a corporation, it is  independent (not owned or controlled by another company),  owned or controlled by \_\_\_\_\_ corporation company registered for business in \_\_\_\_\_ (state/country).
- d. If the offeror is owned or controlled by another, state the relationship (e.g., wholly owned subsidiary, etc.):  
 \_\_\_\_\_
- e. The offeror agrees to provide additional information relating to the above representations if requested to do so by the Contracting Officer.

**I.6 Authorized Negotiators (JUN 95)**

The Offeror represents that the following individuals are authorized to negotiate on its behalf.

TYPED NAME	TITLE	TELEPHONE NO.

