



IN REPLY
REFER TO

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

October 10, 2003

**AMENDMENT NO. 001
TO DLA-COBALT-009
SOLICITATION OF OFFERS
FOR COBALT METAL**

The above referenced Solicitation for the sale of cobalt is hereby amended as follows:

SECTION A – SOLICITATION

1. Subsection A.1 Introduction (MAR 03), paragraph a.

Delete this paragraph in its entirety and replace with the following:

a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC) is soliciting offers for the sale of approximately 1,227,235.54 pounds of contained Cobalt Metal for one or more contracts in Fiscal Year 2004, with a contract period not to exceed 360 days. The initial opening will be held at **10:00 a.m. local time, Fort Belvoir, VA on Friday, October 31, 2003**. Any subsequent offering(s) will be announced separately. Offers must be received at the address in **Section B.2.a.** by 10:00 a.m. local time, Fort Belvoir, VA. **In the event DNSC is closed at the time set for receipt of offers, offers for that day will be received at 10:00 a.m. local time, Fort Belvoir, VA on the next DNSC business day.**

2. Subsection A.2 Description (JUL 97)

Delete this subsection in its entirety and replace with the following:

a. The cobalt listed in Section **I.2**, item numbers 63-10216, are in the form of granules and rondelles, packed in wooden barrels/kegs. Cobalt content ranges from 99.238% to 99.278%. The material has been sampled and analyzed by Alex Stewart Assayers. Each production lot has a Certificate of Analysis. The analytical results are tabulated in Section **J.1**. The storage locations are New Haven, IN; Somerville, NJ; and Warren, OH.

b. The cobalt listed in Section **I.2**, item numbers 2209-2255, are in the form of broken electrolytic cathodes, produced by Gecamines, at Luilu, Shaba, Zaire (c. 1981 – 1983), and packed in metal drums (approximately 1,102 pounds of cathode/drum). Cobalt content ranges from 99.864% to 99.890%. The material has been sampled and analyzed by Alex Stewart Assayers. Each production lot has a Certificate of Analysis. All of the production lots being offered have been divided into sublots. Each subplot is listed separately, with a parenthetical letter suffix added to the item number and to the lot number. However, the analytical data provided refer to the lot as a whole; sublots were not sampled and analyzed individually. The analytical results are tabulated in Section **J.1**. The storage location is Binghamton, NY.

c. Government records indicate that the material conforms to the data provided; however, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose.

3. Subsection A.3 Financial Exposure Limit (MAR 02)

This information is provided for reference purposes only.

a. The Defense National Stockpile Center (DNSC) will establish a financial exposure limit (maximum level of business DNSC will allow) for each Offeror. The financial exposure limit shall be determined based upon the following:

- (1) Financial Position of the Offeror
- (2) Past Performance
- (3) References (Suppliers, Financial Institutions)
- (4) Credit Reports

b. If the Contractor reaches its financial exposure limit, subsequent sales will cease until such time as the Contractor satisfactorily performs existing contracts or DNSC increases the exposure limit.

SECTION B – PREPARATION AND SUBMISSION OF OFFERS

4. Subsection B.1 Submittals (SEP 02)

Delete this subsection in its entirety and replace with the following:

Offers shall submit **all** of the following documents with the offer unless otherwise noted:

a. Section I.1 Sale of Government Property Negotiated Sales Contract (OCT 03) with the section entitled “Execution by Contractor” completed.

b. Section I.2, Item Offer Page – DLA-COBALT-009/Amendment No. 001 (OCT 03), with the following completed:

- (1) Unit Price
- (2) Total Item Price
- (3) Total Offer Price
- (4) Company Name
- (5) Name and Title
- (6) Signature
- (7) Date

c. Section I.3, Anticipated Removal Schedule (OCT 03). Offeror must specify both a minimum and maximum removal quantity in a percentage of offer/award quantity. (See **E.1**).

d. Section I.4, Certificate of Independent Price Determination (JAN 01).

e. Section I.5, Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97).

f. Representations, Certifications and Identifications at Sections I.4 through I.9. Note: Unless Annual Representations, Certifications and Identifications have previously been submitted and are not due for renewal, please submit them with your offer. They must be updated each fiscal year beginning **October 1**. **I.4 Certificate of Independent Price Determination and I.5 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters shall be submitted with EACH offer.**

g. Copies of the most recent income statement and balance sheet for the company and any other documentation that will verify the financial level of business transactions and financial condition of the firm; e.g., a list of references. DNSC may require the Contractor to submit updated information at any time.

h. Offerors shall submit financial documentation to the following address/facsimile number:

Attn: DNSC-C2, Contracting Officer
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Fax: (703) 767-0637

i. Any other terms the Offeror wishes to negotiate. (See subsection **B.7.c**)

5. Subsection B.4 Unit Pricing (FEB 01)

This information is provided for reference purposes only.

- a. Offerors may submit a fixed price or formula price offer.
- b. The contract period on fixed price offers shall not exceed 90 days.
- c. A fixed price must be used one entire line item.
- d. Formula priced offers shall be based on a set of published price quotations as set forth below. The formula selected must be used for an entire line item. Offerors shall use the following guidelines when submitting a formula price.
 - (1) A pricing formula shall only be stated either as a percentage of the base price or as a base price plus (or minus) a specified premium (or discount).
 - (2) The base price in a formula shall be determined by the average of the four consecutive weeks (Monday through Friday) of published low quotations for 99.3% cobalt contained metal immediately prior to the pricing date. Only prices that have been published will be used in calculating the average. The average will be calculated by adding all the published prices and dividing by the number of prices that were published during the prior four consecutive weeks.
 - (3) The published quotations which establish the base price for a pricing formula shall be from only one of the following publications: **Metal Bulletin** or **Ryan's Notes: Ferrous and Nonferrous News and Prices**.
 - (4) Pricing of any grade of cobalt material shall be by the methodology contained in this section. Also see Section **B.8 Evaluation of Offers**.

5. Subsection B.8 Evaluation of Offers (FEB 03)

Delete this subsection in its entirety and replace with the following:

- 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 request in Section **B.1**;

2. Submission of pricing which complies with the provisions of Section **B.4**;
 3. Compliance with Section **B.7.d.** (**Note:** Any linking of grades of material or line items shall be considered an “all or none” offer and the offer shall not be considered.)
 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) calendar days from receipt by DNSC of receipt of current, accurate, and complete Shipping Instructions. (See Section **B.4, F.1.g,** and **J.3**).
- d. The granular and rondelle items will be evaluated separately from the cathode items.

SECTION I – SUBMITTALS

6. Subsection I.1 Sale of Government Property Negotiated Sales Contract (MAR 03)

*Delete this subsection in its entirety and replace with the attached **I.1 Sale of Government Property Negotiated Sales Contract (OCT 03)***

7. Subsection I.2 Item Offer Page (MAR 03)

*Delete this subsection in its entirety and replace with the attached **I.2 Shopping List (OCT 03)**.*

8. Subsection I.3 Anticipated Removal Schedule for Cobalt (MAR 03)

*Delete this subsection in its entirety and replace with the attached **I.3 Anticipated Removal Schedule for Cobalt (OCT 03)**.*

9. Subsection I.4 Certificate of Independent Price Determination (JAN 01)

This information is provided for reference purposes only.

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 the 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 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.

10. Subsection I.5 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)

<i>This information is provided for reference only.</i>

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 an 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.

11. Subsection I.6 Type of Business Organization (APR 96)

This information is provided for reference only.

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.

12. Subsection I.7 Authorized Negotiators (JUN 95)

This information is provided for reference only.

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

Name

Title Telephone

Name

Title Telephone

13. Subsection I.8 Persons Authorized to Request Shipment of Material (FEB 98)

This information is provided for reference only.

The Offeror shall provide the name(s), title(s), signature(s), and telephone number(s) of representatives(s) authorized to sign Section **J.3** Shipping Instructions:

Typed Name Title

Signature Telephone

Typed Name Title

Signature Telephone

14. Subsection I.9 Offeror's Billing Address (JUL 95)

This information is provided for reference only.

The Offeror shall provide its billing address and billing facsimile number below.

SECTION J – LIST OF ATTACHMENTS

15. Subsection J.1 Material Analyses (MAR 03)

This subsection is deleted in its entirety and replaced with the attached J.1 Material Analyses (OCT 03)

Except as provided herein, all other terms and conditions of DLA-COBALT-009 remain unchanged and in full force and effect.

Failure to acknowledge receipt of this Amendment may result in the Offeror being ineligible for award.

NAME OF FIRM: _____

ADDRESS: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

I.1 Sale of Government Property Negotiated Sales Contract (OCT 03)

SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT	CONTRACT NUMBER	PAGE
		1 of Pages

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-COBALT-009 as amended. In the event of a conflict between the terms of the Solicitation and this Negotiated Sales Contract, the terms of the Negotiated Sales Contract govern.

<i>ITEM</i>	<i>PROPERTY DESCRIPTION AND LOCATION</i>	<i>QUANTITY (No. of Unit(s))</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT</i>
	<p>CONTRACT PERIOD EXPIRES ON:</p>				

EXECUTION BY CONTRACTOR		EXECUTION BY GOVERNMENT	
<i>DATE (Day, Month, Year)</i>		<i>UNITED STATES OF AMERICA</i>	<i>DATE:</i>
<i>NAME OF CONTRACTOR</i>		<i>BY:</i>	
<i>ADDRESS (Street, City, State & Zip Code) (Type or Print)</i>		<i>NAME AND TITLE OF CONTRACTING OFFICER</i>	
<p>Telephone Number: _____</p> <p>Facsimile Number: _____</p>		<p>_____</p>	
<i>SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under signature)</i>		<p>Contracting Officer _____</p> <p style="text-align: right;">(Agency)</p>	

ITEM	STORAGE LOCATION	TYPE	NO. OF UNITS	BULK WEIGHT (lbs)	STKPILE WEIGHT (lbs Co)	UNIT PRICE	TOTAL ITEM PRICE
2209 (A)	BINGHAMTON, NY	Gecamines Cathode	32	35,271.88	35,230.97		
2209 (B)	BINGHAMTON, NY	Gecamines Cathode	28	30,862.90	30,827.10		
2221 (A)	BINGHAMTON, NY	Gecamines Cathode	32	35,267.08	35,228.29		
2221 (B)	BINGHAMTON, NY	Gecamines Cathode	16	17,633.54	17,614.14		
2221 (C)	BINGHAMTON, NY	Gecamines Cathode	8	8,816.77	8,807.07		
2221 (D)	BINGHAMTON, NY	Gecamines Cathode	4	4,408.39	4,403.54		
2222 (A)	BINGHAMTON, NY	Gecamines Cathode	32	35,272.34	35,233.18		
2222 (B)	BINGHAMTON, NY	Gecamines Cathode	28	30,863.29	30,829.04		
2223 (A)	BINGHAMTON, NY	Gecamines Cathode	32	35,265.44	35,224.88		
2223 (B)	BINGHAMTON, NY	Gecamines Cathode	16	17,632.72	17,612.44		
2223 (C)	BINGHAMTON, NY	Gecamines Cathode	8	8,816.36	8,806.22		
2223 (D)	BINGHAMTON, NY	Gecamines Cathode	4	4,408.18	4,403.11		
2224 (A)	BINGHAMTON, NY	Gecamines Cathode	32	35,266.91	35,226.00		
2224 (B)	BINGHAMTON, NY	Gecamines Cathode	28	30,858.54	30,822.75		
2226 (A)	BINGHAMTON, NY	Gecamines Cathode	32	35,266.88	35,218.92		
2226 (B)	BINGHAMTON, NY	Gecamines Cathode	16	17,633.44	17,609.46		
2226 (C)	BINGHAMTON, NY	Gecamines Cathode	8	8,816.72	8,804.73		
2226 (D)	BINGHAMTON, NY	Gecamines Cathode	4	4,408.36	4,402.36		
2227 (A)	BINGHAMTON, NY	Gecamines Cathode	32	35,265.67	35,221.95		
2227 (B)	BINGHAMTON, NY	Gecamines Cathode	16	17,632.84	17,610.97		
2227 (C)	BINGHAMTON, NY	Gecamines Cathode	8	8,816.42	8,805.49		
2227 (D)	BINGHAMTON, NY	Gecamines Cathode	4	4,408.21	4,402.74		
2229 (A)	BINGHAMTON, NY	Gecamines Cathode	32	35,272.22	35,231.66		
2229 (B)	BINGHAMTON, NY	Gecamines Cathode	28	30,863.20	30,827.70		
2248 (A)	BINGHAMTON, NY	Gecamines Cathode	32	35,272.20	35,233.40		
2248 (B)	BINGHAMTON, NY	Gecamines Cathode	28	30,863.17	30,829.22		
2249 (A)	BINGHAMTON, NY	Gecamines Cathode	32	35,265.44	35,226.30		
2249 (B)	BINGHAMTON, NY	Gecamines Cathode	28	30,857.26	30,823.01		
2255 (A)	BINGHAMTON, NY	Gecamines Cathode	32	35,272.26	35,229.58		
2255 (B)	BINGHAMTON, NY	Gecamines Cathode	16	17,636.13	17,614.79		
2255 (C)	BINGHAMTON, NY	Gecamines Cathode	8	8,818.06	8,807.39		
2255 (D)	BINGHAMTON, NY	Gecamines Cathode	4	4,409.03	4,403.70		
					726,572.10		

ITEM	STORAGE LOCATION	TYPE	NO. OF UNITS	BULK WEIGHT (lbs)	STKPILE WEIGHT (lbs Co)	UNIT PRICE	TOTAL ITEM PRICE
63	WARREN, OH	Granular	10	6,438.50	6,392.01		
209	WARREN, OH	Rondelles	133	66,499.50	66,016.71		
221	NEW HAVEN, IN	Granular	90	53,798.50	53,402.01		
256	WARREN, OH	Rondelles	57	28,499.50	28,289.46		
300	SOMERVILLE, NJ	Rondelles	10	4,988.00	4,951.24		
305	WARREN, OH	Granular	97	58,066.50	57,636.81		
425	SOMERVILLE, NJ	Granular	37	23,673.75	23,501.41		
465	SOMERVILLE, NJ	Granular	85	51,028.00	50,658.05		
498	NEW HAVEN, IN	Granular	58	34,414.50	34,164.31		
500	NEW HAVEN, IN	Granular	77	45,158.50	44,832.46		
545	NEW HAVEN, IN	Granular	87	51,600.50	51,219.69		
604	SOMERVILLE, NJ	Rondelles	20	9,994.00	9,920.04		
628	SOMERVILLE, NJ	Rondelles	10	5,001.00	4,964.14		
633	SOMERVILLE, NJ	Rondelles	10	4,996.50	4,959.18		
10094	NEW HAVEN, IN	Granular	4	2,140.50	2,124.70		
10139	NEW HAVEN, IN	Granular	40	25,800.50	25,613.45		
10204	NEW HAVEN, IN	Granular	10	6,451.50	6,402.34		
10216	NEW HAVEN, IN	Granular	40	25,802.50	25,615.43		
					500,663.44		
	Company Name:				TOTAL BID PRICE: \$		
	Name & Title:						
	Signature & Date:						

I.3 ANTICIPATED REMOVAL SCHEDULE FOR COBALT (MAR 03)

Item No.	Lot No.	Location	Quantity (LBS)	Removal Date

Offerors must specify both a minimum and a maximum removal quantity per 90-day period based on the percentage of the offer (or subsequent award) quantity.

_____ Total Offer Quantity

_____ % **Minimum** removal quantity per 90-day period. See subsection **E.1**.

_____ % **Maximum** removal quantity per 90-day period

