



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

IN REPLY  
REFER TO

**July 8, 2004**

DNOSC-C2

**AMENDMENT NO. 001 TO  
SOLICITATION OF OFFERS  
FOR TIN UNDER DLA-TIN-014**

The above referenced Solicitation for the sale of Tin on a long-term basis is hereby amended to schedule an additional offering and to update the listing of available material and various sections of the Solicitation, as follows

1. Material being offered under this Amendment is located at the Point Pleasant, WV and New Haven, IN storage facilities.

2. **Section A.1 Introduction (SEP 02), Paragraph a.**

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

a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNOSC), is soliciting offers for the sale of approximately 9,000 metric tons (MT) of Tin in Fiscal Year 2004. The opening will be held on **Thursday, July 22, 2004 at 10:00 a.m.** local time, Ft. Belvoir, VA. Offers must be received at the address in Section B.2.a. by 10:00 a.m. local time, Ft. Belvoir, VA. In the event that DNOSC is closed at that time, offers for that day will be received at 10:00 a.m. on the next DNOSC business day.

3. **Section A.2 Description (JAN 95), Paragraph a.**

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

a. A description of the material offered for sale is listed in **I.2 Item Offer Page DLA-TIN-014 (JUL 04)** and **J.1 Description of Stockpile Tin (JUN 03)**. The material is located at Pt. Pleasant, WV and New Haven, IN (See **J.2 Storage Locations (JUL 04)**).

4. **Section B.1 Submittals (FEB 03), Paragraph h.**

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

h. ATTN: DNOSC-C1, Tin Contract Specialist  
Defense National Stockpile Center  
8725 John J. Kingman Road  
Suite 3229  
Fort Belvoir, VA 22060-6223  
Fax: 703-767-5494

5. **Section B.3 Minimum/Maximum Quantity (JAN 95)**

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

Offers shall be submitted for a minimum of 240 MT. An offer for less than the minimum quantity may render the Offeror ineligible for award.

**6. Section B.4 Reference Price (JUN 03)**

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

**Section B.4 Reference Price and Monthly Declaration (JUL 04)**

a. Offers shall be expressed as a percentage of the monthly average of the London Metal Exchange (LME) official cash bid price, plus a premium (>100%) or minus a discount (<100%) to this reference price. The premium or discount must be expressed as a percentage (e.g., 110%). **Any Offeror that submits an offer for less than 100 percent of the reference price must justify the price by submission of supporting documentation.**

b. The monthly average unit price for tin will be determined as follows: For each LME trading day in a calendar month, the LME official cash bid price or the LME official three month bid price, whichever is lower, will be used as the price for that day when calculating the average price for a given calendar month. The price so determined shall constitute the LME reference price for that month.

c. The actual contract price for tin will be determined on the date the Contractor's monthly declaration for a specific quantity of tin is received by the Government, as follows: the unit price (U.S. dollars per pound) shall be calculated by multiplying the contract percentage, which includes the premium or discount, by the prior month's LME reference price, as defined in paragraph b., above, and dividing the resulting amount by 2,204.6 (lbs/MT), and then rounding to the nearest quarter of one cent (i.e., 0.0025, 0.0050, and 0.0075).

d. The Contractor shall submit one declaration each calendar month, identifying the quantity of tin to be priced that month and confirming the calculation of the price as specified above. The Contractor shall submit this declaration to the Contracting Officer no later than the 15<sup>th</sup> working day of each month.

**7. SECTION C – INSPECTION (SEP 02)**

Delete references to the Hammond Depot and the Baton Rouge Depot and replace with Pt. Pleasant Depot and New Haven Depot.

**8. SECTION D – PAYMENT** is deleted in its entirety and replaced with the following:

**SECTION D - PAYMENT**

**D.1 Payment (MAY 04)**

a. Payment shall be made in U.S. dollars.

b. Payment shall be made by wire transfer, U.S. Postal Service money order, or company or bank check.

(1) Wire transfer payment shall be made in accordance with instructions in **Section J.5**. Fees for wire transfers are the responsibility of the Contractor. If payment is by wire transfer and the wrong account number is used, shipment of material may be delayed by up to one week or the wire transfer may be returned to the sender.

(2) All checks must be drawn on a U.S. domestic bank or on the United States branch of an acceptable foreign bank and must be payable in United States currency. **A service charge of \$100.00 will be applied to all returned checks.**

c. Payment shall be made to the **Defense Finance and Accounting Service - Columbus (DFAS - Columbus)**. If a check is not made payable to DFAS-Columbus, the check may be returned and the \$100.00 fee stated in **D.1.b.** charged. Payment shall be accompanied by **identifying information including the contract**

**number, invoice number, and a description of the material purchased.** Payments without the required identification may be returned and shipment delayed. Payments shall be sent to:

ATTN: DNSC-R, Accounts Receivable  
Defense National Stockpile Center  
8725 John J. Kingman Road, Suite 3229  
Fort Belvoir, VA 22060-6223

**d.** Invoices issued for adjustments for variations in quantity or weight, storage charges, interest, penalty charges, or administrative charges shall be paid promptly.

**e.** If payment is not made in full within 30 calendar days of issuance of an invoice as specified in **D.1.d.**, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be released until all delinquent charges are paid. (See Sections **F.1.a.** and **G.10.**)

#### **D.2 Payment Due Date (MAY 04)**

**a.** Payment due dates will be applied as follows:

(1) If payment terms are not extended, payment will be made before shipment of material and before the end of the contract period specified in the executed **Section I.1 Sale of Government Property Negotiated Sales Contract (JUN 03)**.

(2) If payment terms are approved, the Contractor shall pay the Government the full amount of **each** shipment no later than 30 calendar days after DNSC receives current, accurate and complete Shipping Instructions. Shipping Instructions must be submitted on or before the final day of the contract period. Notwithstanding any other provision of the contract, payment is due with or without the issuance of an invoice by the Government. If the Contractor fails to make payment timely, the Contractor will be considered delinquent (see Section **D.1.e.**, **F.1.a.**, and **G.10**), and the Government, at its sole discretion, may revoke payment terms and take other appropriate action in accordance with Section **G.7**. If the Contractor fails to submit current, accurate and complete Shipping Instructions on or before the final day of the contract period, the Government will revoke payment terms and payment must be made **before** shipment of material.

**b.** If payment is not received by 4:30 p.m., local time Fort Belvoir, VA, on the payment due date, payment will not be credited until the next Government business day. Interest and penalty charges will accrue accordingly.

**c.** In the event the payment due date falls on a Saturday, Sunday, or holiday, then the payment due date will be extended to the next Government business day.

#### **D.3 Interest (MAY 04)**

**a.** All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph **b.**, below.

**b.** Amounts shall be due at the earliest of the following dates:

(1) The final day of the contract period specified in **Section I.1 Sale of Government Property Negotiated Sales Contract (JUN 03)** (with or without the issuance of an invoice by the Government);

(2) The date of the first written demand for payment under the contract, including any demand resulting from a default termination, unless paid within 30 days of becoming due; or

(3) If payment terms have been approved, 30 calendar days after the date that DNSC receives current, accurate and complete Shipping Instructions provided the Shipping Instructions are submitted on or before the final day of the contract period. If Shipping Instructions are not submitted on or before the final day of the contract period, amounts shall be due in accordance with the provisions of Section **D.3.b.(1)**.

**D.4 Penalty and Administrative Charges (MAY 04)**

In addition to interest charges specified in Section **D.3**, above, a penalty charge of 6 percent per annum shall be assessed on any debt principal that is delinquent more than 90 calendar days. Penalty charges shall accrue from the date the principal amount due becomes delinquent until paid. Additional administrative charges may be assessed, if needed. Administrative charges relate only to delinquent debts and will be assessed to cover expenses incurred by the Government in the recovery of such debts.

**9. Section E.1 Removal of Material (JAN 02).**

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

**E.1 Removal of Material (JUL 04)**

**a.** The contract period begins on the date of contract award and shall expire 365 calendar days from this date. No later than the fifteenth (15<sup>th</sup>) working day of each calendar month, the Contractor shall furnish the Contracting Officer, in writing, a declaration of the quantity of material to be priced for that month. This quantity declared shall be for at least a minimum of one-twelfth and a maximum of the total quantity awarded under the contract, provided that the total quantity does not exceed 3,600 metric tons from any one storage location. The Contractor shall have 45 calendar days from the date the declaration is received by the Government to remove the declared quantity of material, except that all material under the contract must be removed within the 365 day contract period. The schedule of these minimum and maximum monthly quantities shall be contained in the completed Section **I.3 Anticipated Removal Schedule (JUL 04)** which shall be a part of this contract.

**b.** If the Contractor fails to: (1) submit the monthly declaration by the 15<sup>th</sup> calendar day of the month and make payment in accordance with Section D; or (2) remove the minimum quantity in accordance with Section **I.3**, the Contractor shall be considered delinquent and no material will be shipped until payment has been received for either the minimum monthly quantity or the declared quantity, whichever is greater. If the Contractor has failed to complete removal of all of the material on or before the last day of the contract period, the Contractor will be considered delinquent and no material will be shipped until payment for all remaining material has been received.

**c.** The contract period and the 45-calendar day period following the submission of a declaration include Saturdays, Sundays, and holidays. If the last day of either period is a Saturday, Sunday, or holiday, or the storage location is otherwise closed on those days, the period of contract performance or the 45-calendar day period will be extended to the next Government workday.

**10. Section E.2 Storage Charges (JUL 04), paragraph a.**

**a.** Storage charges shall be assessed on (1) all material remaining unshipped from a monthly declaration after the 45-calendar day period following the receipt of the declaration by the Government and/or (2) any and all material remaining unshipped after the last day of the contract period, as applicable. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed in accordance with the monthly declaration or the end of the contract period, as applicable, or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in Section **G.7 Default of the Solicitation**.

11. **Section G.10 Setoff of Funds (JUL 98)** is deleted in its entirety and replaced with the following:

**G.10 Setoff of Funds (MAY 04)**

The Contractor agrees that the Government may use all or a portion of any monies received by the Government to satisfy, in whole or in part, any debt (e.g., delinquent payments, interest, penalty charges, administrative charges, or storage charges), arising out of this or any other transaction.

12. All references to Sections **I.2 Item Offer Page DLA-TIN-014 (JUN 03)**, **I.3 Anticipated Removal Schedule (JUN 03)**, and **J.2 Storage Locations (JUN 03)** are deleted and replaced with Sections **I.2 Item Offer Page DLA-TIN-014 (JUL 04)**, **I.3 Anticipated Removal Schedule (JUL 04)**, and **J.2 Storage Locations (JUL 04)**, respectively.

13. Sections **I.2 Item Offer Page DLA-TIN-014 (JUN 03)**, **I.3 Anticipated Removal Schedule (JUN 03)** and **J.2 Storage Locations (JUN 03)** are deleted and the attached Sections **I.2 Item Offer Page DLA-TIN-014 (JUL 04)**, **I.3 Anticipated Removal Schedule (JUL 04)** and **J.2 Storage Locations (JUL 04)** are inserted therefor.

14. Offerors shall indicate acknowledgment of receipt of this Amendment by signing in the space provided below and returning a copy of this form 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 No. (703) 767-5541

Failure to acknowledge receipt of this Amendment may result in the offeror being considered ineligible for award. Except as provided herein, all other terms and conditions of DLA-TIN-014 remain unchanged and in full force and effect.

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

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

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

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

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

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

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

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

I.2 ITEM OFFER PAGE DLA-TIN-014 (JUL 04)

LONG-TERM

ITEM	LOCATION	BRAND	ORIGIN	METRIC TONS	(LBS.)			
88	POINT PLEASANT, WV	3 STAR LONGHORN	DOMESTIC	6,000.00	13,227,600.00			
<b>Depot Total:</b>				<b>6,000.00</b>	<b>13,227,600</b>			
92	NEW HAVEN, IN	STRAITS	F.M.S.	3,000.00	6,613,800			
<b>Depot Total:</b>				<b>3,000.00</b>	<b>6,613,800</b>			



## J.2 STORAGE LOCATIONS (JUL 04)

### Point of Contact:

#### Point Pleasant, WV

OLPP/Point Pleasant Depot  
2601 Madison Avenue  
Point Pleasant, WV 25550-1603  
Telephone: 304-675-3410  
Facsimile: 304-675-1635  
Depot Manager: Mr. Dave Taylor

Hours of Operation: 0700 - 1430, Monday - Friday  
\*Available transportation for the Point Pleasant Depot is truck access and rail.

#### New Haven, IN

OLNH/New Haven Depot  
15411 Dawkins Road  
New Haven, IN 46774-9644  
Telephone: 800-373-4107  
Facsimile: 260-749-8467  
Depot Manager: Mr. John Olszewski  
Hours of Operation: 0730 - 1500, Monday – Thursday  
0730 – 1430, Friday

\*Available transportation for the Point Pleasant Depot is truck access and rail.

#### DNOSC Headquarters

Ms. Winnie McCray  
DNOSC-O, Operations Division  
Defense National Stockpile Center  
8725 John J. Kingman Road, Suite 3229  
Fort Belvoir, Virginia 22060-6223  
Telephone: (703) 67-7616  
Facsimile: (703) 767-7608

**Please contact the Depot Manager before attempting to gain access to the depot (see SECTION C - INSPECTION).**