

# REQUEST FOR INFORMATION

## Defense Logistics Agency (DLA) Strategic Materials

### 1. Description

- 1.1 The Defense Logistics Agency (DLA) Strategic Materials Contracting Directorate, in support of the Department of Defense (DoD) personnel, is seeking information on industry standards for Electrolytic Manganese Metal (EMM). This Request for Information (RFI) is intended to collect information from industrial producers, sellers, traders and consumers of this material.
- 1.2 THIS IS A REQUEST FOR INFORMATION (RFI) ONLY. This RFI is issued solely for information and planning purposes. It does not constitute a Request for Proposal (RFP) or a promise to issue an RFP in the future. This request for information does not commit the Government to contract for any supply or service. Further, DLA Strategic Materials is not at this time seeking proposals and will not accept unsolicited proposals. Responders are advised that DLA Strategic Materials will not pay for any information or administrative costs incurred in response to this RFI; all costs associated with responding to this RFI will be solely at the interested party's expense. Not responding to this RFI does not preclude participation in any future RFP, if any is issued. If a solicitation is released, it will be synopsisized on the [Federal Business Opportunities \(FedBizOpps\) website](#). It is the responsibility of the potential offerors to monitor these sites for additional information pertaining to this requirement.

### 2. Background

- 2.1 DLA Strategic Materials is the operational agent of the National Defense Stockpile Manager, the Under Secretary of Defense, Acquisition, Technology and Logistics (USD-AT&L). DLA Strategic Materials is charged with implementation of the provisions of the Strategic and Critical Materials Stock Piling Act (50 U.S.C. Section 98 *et. seq.*, hereafter referred to as the "Act"). Section 2 (b) of the Act requires the Stockpile Manager to "... provide for the acquisition and retention of stocks of certain strategic and critical materials ..., to decrease and to preclude when possible a dangerous and costly dependence by the United States upon foreign or single sources of supplies for such materials in times of national emergency".
- 2.2 DLA Strategic Materials may issue a RFP, without limitations or security requirements. DLA Strategic Materials has budgeted up to \$6,000,000 for the acquisition of EMM.

### 3. Requested Information

DLA Strategic Materials is seeking information on EMM which could be used in steel making (especially stainless steels), specialty steels, and non-ferrous alloys. The form we are focusing on is metal flake.

For **producers, sellers, and users** of EMM:

- Please provide specifications of Electrolytic Manganese Metal produced, sold, or required by your company.

*Specifications can be commercial or company-specific. Proprietary specification information submitted to the Government will be held as Business Confidential and not disclosed outside of DLA Strategic Materials or the chain of command responsible for the*

*operation of the National Defense Stockpile. Specification information is important, as it helps ensure that the materials acquired for the NDS are useable by the defense industry base in the event of a National Emergency.*

- What is the normal pricing methodology for your EMM products?
- What testing is usually performed on the material to ensure quality?
- Is such testing performed internally or externally, and if externally, what sources provide this testing?
- Can you provide informal quotes, for information gathering purposes, on material pricing? Please indicate if that price includes packaging, shipping, insurance, and other related material handling and transportation fees.
- Please include the Safety Data Sheet (SDS) for the material you produce / sell / buy.
- Please provide a copy of a *redacted* contract that includes your customary terms and conditions for buying or selling this material.
- What is the longest time that you have stored EMM? Are there particular forms of EMM that are more amenable to this type of long-term storage, or what forms of packaging would ensure long-term usability of EMM products?
- Where is the country of origin where your EMM products were manufactured?

Regarding the market

- What is the current status of the market? Is supply and demand in balance, or is the market disrupted?
- If stable, what factors could disrupt the market in the future, and what is the probability of those factors occurring?
- Is there anything you feel is important for DLA Strategic Materials to be aware of involving the market?

Packaging and Material Handling methods for EMM

- How does the industry package EMM?
  - For transport?
  - For storage?
- Are any additional coatings added to the material to prevent corrosion? If so what coatings are used and are they listed on the Safety Data Sheet (SDS)?
- If the EMM were stored for an extended period of time (5 – 25 years), would the EMM require packaging or material handling procedures different from current industry practice? If so, what are those differences?
- If required, would you package EMM in United Nations (UN) compliant steel drums with a minimum volume of 16 gallons and a maximum of 30 gallons? What would be the additional cost for this special packaging?
- Is a plastic liner or another type of liner usually used inside the drums? Does the material react with the drum material if there is no liner?

Storage conditions for EMM

- How long have you stored EMM after its production / acquisition?
- How do you use any special conditions/requirements, such as temperature, moisture, inert gas etc. for EMM storage?
- What is average shelf life of EMM? What are the procedures that would extend or curtail the shelf life?
- What are the safety and environmental impacts of EMM on worker health and safety procedures, facility construction requirements, and any other relevant factors? If a protective coating is used on the material how would that effect the environmental impacts?
- What are relevant regulations, including permitting requirements with state and Federal government entities?
- Have you used material rotation for storage?
- Any other factors deemed relevant for long-term storage of EMM.

For **users** of EMM:

- What are the types and grades of EMM that you usually buy, and for what downstream applications? If you use multiple types / grades of EMM, what are their percentage?
- In the next two to five years, are there any anticipated manufacturing process changes, mature technology development programs, or shifts in end-user requirements that are likely to result in a change in the material?
- What do you usually specify, such as purity, impurities, weight, or flake size etc., when purchasing EMM?
- Do you store your material in drums or super sacs? Is there concern for impurities caused by the packaging materials?
- What information do you deem critical for a potential EMM acquisition to ensure that such material would meet defense requirements in the event of a National Emergency?

For **producers, sellers** and traders of EMM:

- What are the types and grades of EMM that you usually producer / sell / trade?
- What is the unit of measure that you use to price this material?
- What is your total output (i.e., material produced) capacity per year?
- What is your average output (i.e., material produced) per year? What is your average delivery rate (i.e., material produced and accepted by a customer) per year?
- What additional amount of material per year could you deliver without disrupting deliveries to your current customers, hiring additional personnel, or expanding output capacity?
- Does your company accept spot orders? If so, what is the maximum amount of material that could be spot ordered, and how much time would be required to deliver that material?
- Does your company accept long-term supply orders? Is there a minimum quantity, order value, or period of performance required?

#### **4. Responses**

- 4.1 Interested parties are requested to respond to this RFI with a white paper with cover material. White Papers shall be submitted electronically, in Microsoft Word (Office 2010 compatible)

format or in PDF, **not later than April 11, 2018, 12:00 PM (Eastern Standard Time (14 days after posting))**. Submissions shall be e-mailed to [SMContracting@dla.mil](mailto:SMContracting@dla.mil) only.

- 4.2 Proprietary information, if any, MUST BE CLEARLY MARKED. To aid the Government, interested parties shall segregate proprietary information from non-proprietary information. Please be advised that all submissions will not be returned.
- 4.3 The cover material shall have no page limit and shall include the following at a minimum:
  - 4.3.1 Interested Party Name, mailing address, overnight delivery address (if different from the mailing address), phone number, fax number, and Business type.
    - 4.3.1.1 Business type (large business, small business, small disadvantaged business, 8(a)-certified small disadvantaged business, HUBZone small business, woman-owned small business, very small business, veteran-owned small business, service-disabled veteran-owned small business) based upon North American Industry Classification System (NAICS) 212299- All Other Ore Mining
    - 4.3.1.2 “Small business concern” means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR part 121. A small business concern for the purposes of this RFI is generally defined as a business, including its affiliates, averaging no more than 750 employees. Annual receipts of a concern that has been in business for 3 or more complete fiscal years means the annual average gross revenue of the concern taken for the last 3 fiscal years. Annual receipts of a concern that has been in business for less than 3 complete fiscal years means its total receipts for the period it has been in business, divided by the number of weeks including fractions of a week that it has been in business, and multiplied by 52. Responders are cautioned, however, that this is a general description only. Additional standards and conditions apply. Please refer to Federal Acquisition Regulation [FAR 19](#) for additional detailed information on Small Business Size Standards. The FAR is available at <http://farsite.hill.af.mil/vffara.htm>.
  - 4.3.2 A designated point of contact of the Interested Party, including that contact’s name, title, direct phone number, and e-mail address.
  - 4.3.3 A statement that the responders that provides the conditions under which the Government may release proprietary data to Government support contractors assisting with the technical evaluation of this material.
- 4.4 Section 2 of the white paper shall answer the questions listed in Section 3.0 of this RFI and shall be limited to 10 pages. Inclusion of a *redacted* commercial contract with customary purchasing and sales terms and conditions, MSDS / SDS documentation, any technical standards (e.g., ASTM standards) will not count against the 10 page limit.

## **5. Industry Discussions**

Strategic Materials representatives may or may not choose to meet with potential offerors. Such discussions would only be intended to get further clarification of potential capability to meet the requirements, especially any development and certification risks.

## **6. Questions**

Questions regarding this announcement shall be submitted in writing by e-mail to the Contracting Office, email address above. Verbal questions will NOT be accepted. Questions will be answered by posting answers to [Federal Business Opportunities \(FedBizOpps\) website](#); accordingly, questions shall NOT contain proprietary or classified information. The Government does not guarantee that questions received after **(10 days after posting)** will be answered.

## **7. Summary**

THIS IS A REQUEST FOR INFORMATION ONLY to identify sources that can provide Electrolytic Manganese Metal. The information provided in the RFI is subject to change and is not binding on the Government. DLA Strategic Materials has not made a commitment to procure any of the items discussed, and release of this RFI should not be construed as such a commitment or as authorization to incur cost for which reimbursement would be required or sought. All submissions become Government property and will not be returned.

## Appendix A

### FAR 2.1—Commercial Item

“Commercial item” means --

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and--

(i) Has been sold, leased, or licensed to the general public; or,

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (1) of this definition through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (1) or (2) of this definition, but for --

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. Minor modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (1), (2), (3), or (5) of this definition that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks

performed or specific outcomes to be achieved and under standard commercial terms and conditions. For purposes of these services—

(i) “Catalog price” means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) “Market prices” means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in paragraphs (1) through (6) of this definition, notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a contractor; or

(8) A no developmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local governments.

#### **FAR 2.1—Commercially Available Off-the-Shelf Item**

“Commercially available off-the-shelf (COTS) item--”

(1) Means any item or supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition in this section);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

## Appendix B

### Economic Price Adjustment -- Semi standard Supplies (Jan 1997)

(a) The Contractor warrants that the supplies identified as line items \_\_\_\_\_ [*offeror insert Schedule line item number*] in the Schedule are, except for modifications required by the contract specifications, supplies for which it has an established price. The term "established price" means a price that

(1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and

(2) is the net price after applying any standard trade discounts offered by the Contractor.

The Contractor further warrants that, as of the date of this contract, any difference between the unit prices stated in the contract for these line items and the Contractor's established prices for like quantities of the nearest commercial equivalents are due to compliance with contract specifications and with any contract requirements for preservation, packaging, and packing beyond standard commercial practice.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price (exclusive of any part of the unit price that reflects modifications resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price (exclusive of any part of the unit price resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective --

(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.



(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.