



DEFENSE LOGISTICS AGENCY
DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 4616
FT. BELVOIR, VIRGINIA 22060-6223

October 11, 2001

IN REPLY
REFER TO

DNOSC-C2

Dear Prospective PGM Customer:

On Monday, October 15, 2001, the Defense National Stockpile Center (DNOSC) will commence its Fiscal Year 2002 sales of platinum, and palladium. Quotes will be solicited for the sale of approximately 95,000 troy ounces of platinum, and 600,000 troy ounces of palladium.

Under the Basic Ordering Agreement, prospective customers must pre-register to participate in PGM sales and to be considered for subsequent contract award. Customers who have participated in DNOSC's PGM sales program in the past must re-register. Before customers are qualified to engage in the quoting process, they must submit a completed Basic Ordering Agreement (BOA) package to the PGM contracting officer, who will evaluate the agreement package and render an approval decision in writing to the customer. Please refer to page 6 of the PGM solicitation for the specific submission requirements for qualification and participation in the DNOSC PGM sales program.

Material available for sale will be posted daily on our web site by 11:30 a.m. local time, Fort Belvoir, VA. If no material is available for sale on a particular business day, the web site will indicate as such. The DNOSC web site address is <https://www.dnosc.dla.mil>; click on the PGM button to access the PGM sales information. Quotes must be submitted (to the specified facsimile number) on the Quote Form, included at I.1 (p. 30) in the solicitation and available for printing from the PGM Web Site (bottom of the web page). The cutoff time for receipt of quotes will be 1:30 p.m., local time, and awards, if any will be made by 2:30 p.m., local time, on the same business day for platinum and palladium sales. Accordingly, all quotes must remain valid until 2:30 p.m., local time Fort Belvoir, VA.

Quotes shall be expressed on the Quote Form as fixed dollar and cents values per troy ounces, over, at or under the London P.M. Fix. The resulting contract award price will be based on the actual London P.M. fix for the day succeeding the date of award.

Any questions regarding the DNOSC PGM sales program may be referred to the following contracting personnel:

Primary Point of Contract:	Debbie Nicholson	(703) 767-5478
Secondary Points of Contact:	Richard Talbott	(703) 767-5497
	Diane Knight	(703) 767-5483

Thank you in advance for your interest in the DNSC Platinum Group Metals' sales program.

Sincerely,

A handwritten signature in black ink that reads "Debbie Nicholson". The script is cursive and fluid, with the first name "Debbie" and last name "Nicholson" clearly legible.

DEBBIE NICHOLSON

Contract Specialist

DLA-PGM-002

BASIC ORDERING AGREEMENT FOR PLATINUM GROUP METALS

DEFENSE LOGISTICS AGENCY



*Defense Logistics Agency
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 4528
Fort Belvoir, VA 22060-6223*

**BASIC ORDERING AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND**

This Agreement governing the sale of platinum and palladium under Basic Order Agreement, DLA-PGM-002 (the BOA), is entered into as of the _____ day of _____ 20____ between the United States of America, ” represented by the Contracting Officer, and _____, represented by _____.

This Agreement shall be effective upon signature of the Contracting Officer. The terms and conditions of any subsequent sale of material are as set forth in the BOA, which shall be incorporated into each contract awarded pursuant to this Agreement unless otherwise specified in the executed Quote/Award Form (Section I.1).

An executed copy of this Agreement shall be returned to the Contractor.

(Company Name)

UNITED STATES OF AMERICA

BY _____
Name and Title of Signer

BY _____
Name of Contracting Officer

Date Signed _____

Date Signed _____

BASIC ORDERING AGREEMENT

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PART I – THE SCHEDULE

SECTION A – AGREEMENT/CONTRACT FORM

A.1 Introduction

The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC), is soliciting Quotes for the sale of 95,000 troy ounces of Pt and 600,000 troy ounces of Pd in Fiscal Year 2002.

A.2 Basic Ordering Agreement (BOA)

- a. The terms and conditions of this Basic Ordering Agreement shall be incorporated in any resulting contract.
- b. Contracts awarded under this Agreement shall be fixed price contracts.
- c. An executed Section I.1 Quote/Award Form, signed by a Contracting Officer, together with this Agreement shall constitute the Contract.

A.3 Web Page

All requests for Quotes under this Agreement shall be posted on the DNSC web site: <https://www.dnsc.dla.mil>. Quoters shall check the web site by 11:30 a.m. eastern standard time, Ft. Belvoir, VA on each business day to determine if DNSC is soliciting Quotes for that day.

A.4 Material Description

- a. The platinum listed in Section I.2, Platinum Shopping List, is in the form of 99.95% ingots (London Good Delivery). The platinum is in an unallocated pool account with Morgan Guaranty Trust Company of New York.(See Section J.1 for location information)
- b. The palladium listed in Section I.2, Palladium Shopping List is in the form of 99.95% sponge. The palladium is in unallocated pool accounts with Johnson Matthey and dmc-2. (See Section J.1 for location information)

A.5 Payment Terms

Quoters seeking payment terms shall submit the documentation required under B.c. The maximum acceptable payment terms are net five days after delivery.

SECTION B – PREQUALIFICATION

- a. Quoters must be pre-qualified in order to submit Quotes and be considered for award. Quoters must also receive pre-approval for payment terms.
- b. Quoters shall complete the following documents and submit them to the address shown in d:
 1. Basic Ordering Agreement (page 2 of this solicitation); and
 2. Sections I.4 through I.7.
- c. Quoters seeking payment terms shall submit copies of the most recent income statement and balance sheet for the company and any other documentation that might verify their financial level of business transactions; i.e., a list of references.
- d. Quoters shall submit the documentation to the following address/facsimile number:

Defense National Stockpile Center
Attn: Platinum Group Metals, DNSC-C2
8725 John J Kingman Dr
Suite 4616 (Mail) or 4528 (Hand Delivered)
Fort Belvoir, VA 22060-6223
Fax: (703) 767-5494
- e. The Government will evaluate the documentation to determine whether or not the Quoter is considered responsible and eligible for award and whether DNSC will extend payment terms.
- f. Quoters will not be pre-qualified or eligible for payment terms unless the Contracting Officer makes an affirmative determination of responsibility.
- g. To be determined responsible, Quoters shall have adequate financial resources, a satisfactory performance record with DNSC, and a satisfactory record of integrity and ethics. For example, an Quoter may be determined to be non-responsible and ineligible to submit Quotes under this Agreement 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 the current Dun & Bradstreet report.
- h. If the Contracting Officer determines that the Quoter is responsible, the Contracting Officer will sign the Agreement and return one copy to the Quoter. The Quoter will not be eligible to submit Quotes until receipt of the Agreement signed by the Contracting Officer.
- i. If DNSC elects to extend payment terms, it will notify the Quoter by separate letter of the credit limit to be extended.

- (i) If the Contractor reaches its credit limit, all subsequent sales will be on a cash basis, with payment made before shipment of material, until either the account balance is reduced or the credit limit is increased.
 - (ii) The Contractor may request an increase to its credit limit by providing updated financial information to the Contracting Officer.
 - (iii) The Contracting Officer will review the request and provide a written response within five business days of receipt of the request.
- j. DNSC may require the Contractor to submit updated information at any time during the Agreement period.
- k. Quoters shall be required to re-qualify annually.
- l. If, during the Agreement period, DNSC determines that a Contractor is no longer responsible, the Contracting Officer will notify the Contractor that it is no longer eligible to submit Quotes and the basis upon which that decision was made. Similarly, if DNSC decides it will no longer extend payment terms, it will so advise the Contractor.

SECTION C – QUOTES

C.1 Submission of Quotes

- a. On any day on which material will be Quoted for sale, the Government will post the material being Quoted on its web site, <https://www.dnsc.dla.mil> by 11:30 a.m., local time, Ft. Belvoir, VA.
- b. Facsimile Quotes and modifications will be accepted in accordance with Section C.6.
- c. Quoters shall submit Quotes on Section I.1, Quote/Award Form. Quotes shall be sent to: (703) 767-5541, ATTENTION: PLATINUM GROUP METALS CONTRACTING OFFICER.
- d. Section I.1 shall reference the date of the Request for Quote and shall contain the following additional information:
 - (i) the unit price (see Section C.3, Reference Price.)
 - (ii) commodity;
 - (iii) quantity;
 - (iv) company name;
 - (v) title and signature of authorized Contractor's representative; and
- e. Quotes must be received by 1:30 p.m., local time, Ft. Belvoir, VA the day of the Quoting and shall remain valid until one hour after the time set for receipt of Quotes or until 2:30 p.m., whichever is later.
- f. If its quote is accepted by the Government not later than one hour after the time set for receipt of Quotes, the Quoter agrees to purchase any or all material quoted on at the price quoted and to take delivery within the removal period specified in the executed Section I.1. Quote/Award Form.

C.2 Web Site Information:

- a. The Government shall not be responsible for any technical problems related to the publication of the Request for Quotes on the Internet, including but not limited to, any difficulties in accessing the site.
- b. Quoters experiencing problems accessing the web site or obtaining information on sales for any given day should contact one of the following:

Debbie Nicholson (703) 767-5478
Diane Knight (703) 767-5483

Rick Talbott (703) 767-5497

- c. In the event of widespread web site difficulties, DNSC may cancel a Request for Quotes or extend the time set for receipt of Quotes for that day.
- d. The Government shall not be responsible for any technical problems related to the distribution of requests for Quotes on the Internet, including but not limited to difficulties encountered by Contractors in attempting to access such requests. However, widespread access difficulties or other compromises of the Quote process may provide grounds for canceling a request for Quotes.
- e. **Note: Adobe Acrobat Reader is required to view the attachments on the web site (i.e. Basic Ordering Agreement, Quote Form.) Adobe Acrobat Reader is available to download through the Internet at www.adobe.com. There is no charge to download this program.**

C.3 Reference Price

- a. Quotes shall be expressed as a fixed dollar and cents value per troy ounce over, at or under the London p.m. Fix.
- b. The contract price will be based on the actual London p.m. Fix price for the day succeeding the date of award.
 - (i) **Platinum:** The contract will be cancelled if the London p.m. Fix price for the day succeeding the date of award falls by more than 3% of the London p.m. Fix price in effect on the day of awards.
 - (ii) **Palladium:** The contract will be cancelled if the London p.m. Fix price for the day succeeding the date of award falls by more than 5% of the London p.m. Fix price in effect on the day of award.

C.4 Minimum Quantity (JAN 95)

The minimum quantity for each commodity shall be stated on the website each day.

C.5 Late Submissions, and Modifications of Quotes (JUL 97)

- a. Any Quote received at the office designated in the Agreement after the exact time specified for receipt of Quotes will not be considered unless it is received before award is made and –
 - (1) There is acceptable evidence to establish that it was received at the activity designated for receipt of Quotes and was under the Government's control prior to the time set for receipt of Quotes, and the Contracting Officer determines that accepting the late quote would not unduly delay the sale; or

- (2) It is the only quote received.
- b. Any modification to a quote, including a modification resulting from the Contracting Officer's request for confirmation, is subject to the same conditions stated in subparagraph a. of this provision.
 - c. The only acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the facsimile machine, or oral testimony or statement of Government personnel.
 - d. Notwithstanding paragraph a. of this provision, a late modification of an otherwise successful Quote that makes its terms more favorable to the Government will be considered if it is received at any time prior to award and may be accepted.
 - e. If an emergency or unanticipated event interrupts normal Government processes so that Quotes cannot be received at the office designated for receipt of Quotes by the exact time specified in the Agreement and the Government is unable to provide timely notice of an extension of the time set for receipt of Quotes, the Request for Quote for that day will be deemed cancelled.

C.6 Facsimile Submissions (JUL 97)

Facsimile Quotes and modifications will be accepted any time prior to the exact time set for receipt of Quotes. Facsimile withdrawals will be accepted any time before the time set for receipt of Quotes. **Quoters must submit Quotes to facsimile number (703) 767-5541.**

- a. Definition: "Facsimile submission," as used in this Agreement, means a written quote, modification of a quote, or withdrawal of a quote that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- b. Quoters must submit facsimile submissions as a response to this Agreement. These responses must arrive at the designated place, by the time specified in the Agreement.
- c. Facsimile submissions that fail to furnish required information, that reject any of the terms, conditions, and provision of the Agreement, that contain garbled information, or are otherwise incomplete, may be excluded from consideration.
- d. Facsimile submissions must contain the required signatures.
- e. The Government reserves the right to make award solely on the facsimile submission. However, if requested to do so by the Contracting Officer, the apparently successful Quoter agrees to promptly submit the complete original signed submission.
- f. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile submission including, but not limited to, the following:

- (1) Receipt of garbled or incomplete submission.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of submission.
- (5) Failure of the Quoter to properly identify the submission.
- (6) Illegibility of submission.
- (7) Security of submission data.

C.7 Consideration of Quotes (FEB 98)

- a. The Government reserves the right to –
 - (1) Reject any or all Quotes;
 - (2) Waive any informalities and minor irregularities in a Quote;
 - (3) Award a quantity less than the quantity quoted at the unit price quoted;
 - (4) Accept any one item or group of items in a Quote, as may be in the best interest of the Government;
- b. Quoters may submit multiple Quotes for multiple quantities at various unit prices and may specify a maximum quantity.

C.8 Evaluation of Quotes

- a. Quotes will be evaluated on the basis of price alone.
- b. To participate in sales and be considered for award, Quoters must be pre-qualified in accordance with Section B.

C.9 Sales Procedures

- a. On any day on which DNSC intends to Quote material, the Government will post the material and quantity by 11:30 a.m., local time, Ft. Belvoir, VA. The Government will specify the form, quality, type of material, minimum quantity, and location. The Government may also include information on sales made the previous day, if any.
- b. All pre-qualified Quoters are invited to quote.

- c. Quoters shall submit their Quotes in writing on Section I.1 Quote/Award form by facsimile by 1:30 p.m. local time, Ft. Belvoir, VA the same day.
- d. Quotes must be received by 1:30 p.m., local time, Ft. Belvoir, VA the day of the Quoting and shall remain valid until one hour after the time set for receipt of Quotes or until 2:30 p.m., whichever is later.

C.10 Tie Quote Procedures

a. In the event that quotes of an equal unit price are received for the same quantity of material, and there is insufficient quantity of material Quoted to satisfy the amount in both quotes, the quantity of material available will be divided equally among the quoters.

b. In the event that quotes of an equal unit price are received for different amounts of material, and there is insufficient material to satisfy all of the quotes, the quote for the smallest quantity will be awarded in full. The remaining material will be awarded in equal quantity to the remaining quoters.

C.11 Contract Award (JUL 97)

A written award or acceptance of a quote signed by the Contracting Officer and furnished to the successful Quoter(s) within one hour of the time set for receipt of Quotes shall result in a binding contract incorporating all the terms and conditions of the Agreement unless otherwise stated in the executed Section I.1 Quote/Award Form.

C.12 Unsuccessful Quoters (FEB 98)

The Contracting Officer will notify unsuccessful Quoters telephonically at the earliest practicable time of the basis for non-award.

SECTION D – PAYMENT**D.1 Payment (FEB 98)**

- a. Payment shall be made in U.S. dollars.
- b. Payment shall be made by wire transfer, U.S. Postal Service money order, company or bank check.
 - (1) Wire transfer payment shall be made in accordance with instructions in Section J.3. Fees for wire transfers are the responsibility of the Contractor. If payment is by wire transfer and the wrong account number is used, transfer/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 a 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(2)** charged. Payment shall be accompanied by **identifying information including the contract number, invoice number (if any), and a description of the material purchased**. Payments without the required identification may be returned and transfer/shipment delayed. Payments shall be sent to:

ATTN: DNSC-R, Accounts Receivable
Defense National Stockpile Center
8725 John J Kingman Road
Suite 4616 (Mail) or Suite 4528 (Hand Delivered)
Fort Belvoir, VA 22060-6223
- d. Invoices issued for material adjustments, for variations in quantity or weight, late fees, or interest shall be paid promptly.
- e. If payment is not made in full within 30 calendar days of issuance of an invoice, the Government will issue a “demand” letter, demanding payment of the outstanding amount. If all moneys due are not paid within 30 calendar days after the date of the Government’s demand letter, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be shipped until all delinquent charges are paid. (See Sections F.1a. and G.11)

D.2 Payment Due Date

- a. Payment due dates will be applied as follows:
 - (i) 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 Quote/Award Form.
 - (ii) If payment terms are approved and a credit limit established, then the Contractor shall pay the Government the full amount of each contract no later than 5 days after receipt of material. If the Contractor fails to make prompt payment, the Government, at its sole discretion, may revoke payment terms. DNSC will monitor payment terms and credit limits closely.
 - (iii) If the Contractor reaches its credit limit, all subsequent sales will be on a cash basis with payment due prior to shipment of material in accordance with section B.i.(i).
- b. If payment is not received by 11:00 a.m. local time, on the payment due date, payment will not be credited until the next Government business day. Interest and late fees 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 (JUL 97)

- 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 Quote/Award Form or
 - (2) The date of the first written demand for payment under the contract.

SECTION E – MATERIAL TRANSFER/REMOVAL**E.1 Transfer/Removal of Material (FEB 98)**

- a. The Contractor shall submit transfer or removal instructions within two business days from date of award.
- b. The contract performance period excludes Saturday, Sunday, and holidays.

E.2 Delivery of Material**a. Unallocated Account**

- (i) Platinum. Delivery of platinum may be accomplished in unallocated form if the Contractor has an established metal account with Morgan Guaranty Trust Company of New York.
- (ii) Palladium. Delivery of palladium may be accomplished in unallocated form if the Contractor has an established account with either Johnson Matthey or dmc-2.
- (iii) A contractor that does not have an unallocated pool account with Johnson Matthey, dmc-2 or Morgan Guaranty Trust Company of New York may take physical delivery of the material. A Contractor interested in establishing an unallocated pool account must contact the appropriate institution directly. The Defense National Stockpile Center does not guarantee that Johnson Matthey, dmc-2 or Morgan Guaranty Trust Company of New York will establish such an account, nor are these institutions obligated to open an unallocated account with a Contractor.
- (iv) DNSC will notify Johnson Matthey, dmc-2 or Morgan Guaranty Trust Company of New York, as appropriate, within two business days of receipt of transfer instructions.
- (v) Transfer instructions must be received by DNSC no later than 2:00 p.m., local time, Ft. Belvoir, VA two business days preceding the date of desired delivery. Any transfer instructions received after 2:00 p.m. will be deemed received on the following business day.
- (vi) Transfer instructions shall include all pertinent information required under Section F.1. Incomplete transfer instructions may result in transfer being delayed.

- (vii) DNSC will not process transfers until it receives confirmation of receipt of payment. If payment terms have been granted, transfer will be processed upon receipt of transfer instructions, provided the Contractor's credit limit has not been exceeded (See Section D.2).
- (viii) Confirmation will be sent to the Contractor via facsimile from Johnson Matthey, dmc-2, or Morgan Guaranty Trust Company of New York when transfer is complete.

b. Physical Removal of Material

- (i) DNSC will notify Johnson Matthey, dmc-2 or Morgan Guaranty Trust Company of New York, as appropriate, within two business days of receipt of transfer instructions.
- (ii) Johnson Matthey, dmc-2, or Morgan Guaranty Trust Company of New York require a minimum of five business days notice before material may be removed.
- (iii) Material is sold on an F.O.B. basis from the vaults.
- (iv) Preparation and packing charges will be assessed as follows:

Palladium:

Quantity	Charge
< 1,000 troy ounces	\$200.00 for each shipment
1,000 – 3,000 troy ounces	\$300.00 for each shipment
> 3,000 troy ounces	\$500.00 for each shipment

Platinum

Loco London

Quantity	Charge
100 – 300 ounces	\$8.00/ounce
301 – 500 ounces	\$2.50/ounce
501 – 1,000 ounces	\$2.00/ounce
1,001 – 3,000 ounces	\$0.85/ounce
3,001 and over	\$0.50/ounce

Loco Zurich

Quantity	Charge
100 – 300 ounces	\$2.00/ounce
301 – 500 ounces	\$1.00/ounce
501 – 3,000 ounces	\$0.50/ounce
3,001 and over	\$0.35/ounce

Loco New York

Address: Brinks NY
652 Kent Avenue
Brooklyn, NY 11211

Quantity	Charge
100 – 300 ounces	\$8.00/ounce
301 – 500 ounces	\$2.50/ounce
501 – 1,000 ounces	\$2.00/ounce
1,001 – 3,000 ounces	\$0.85/ounce
3,001 and over	\$0.50/ounce

- (i) Contractors must submit all shipping information that is required and set forth in J.2 Transfer/Shipping Instructions. These instructions must be accompanied by payment, unless payment terms have been granted.

SECTION F – TRANSFER/SHIPPING**F.1 Request for Transfer/Shipment (FEB 98)**

a. Transfer of Material

- (1) Transfer/Shipping Instructions (See Section J.2) must be received within two business days of contract award. Transfer Instructions received after 2:00 p.m. local time, Ft. Belvoir, VA will be considered as received on the following business day. The Government will only accept transfer instructions from those individuals designated as authorized to transfer material on behalf of the Contractor. **No material will be transferred until all outstanding delinquent charges and payments have been satisfied.**
- (2) Transfer Instructions shall include the following information:
 - (a) Quantity of material to be transferred;
 - (b) Account number for material to be transferred to;
 - (c) Desired transfer date;
 - (d) Name and telephone number of an agent who can furnish additional transfer information if needed;
 - (e) Any additional information.
- (3) Requests for transfers shall be faxed to the attention of: Platinum Group Metals at (703) 767-5484 or (703) 767-5494.

b. Shipment of Material

- (1) Delivery is F.O.B. carrier's conveyance. Contractor shall complete and fax the form in Section J.2 Transfer/Shipping Instructions. The Government will only accept shipping instructions from those individuals designated in Section I.6 as being authorized to request shipment of material on behalf of the Contractor. **No material will be shipped until all outstanding delinquent charges and payments have been satisfied.**
- (2) "Shipping Instructions" shall include the following:
 - (a) Quantity of material to be shipped;
 - (b) Name of the carrier (please include a telephone number where this contact can be reached.);
 - (c) Desired shipping schedule;
 - (d) Name and telephone number of an agent who can furnish additional shipping information if needed;
 - (e) Any additional information.

- (3) The shipping schedule shall allow sufficient time for the repository to reasonably meet such schedule prior to the last day of the contract removal period commensurate with existing loading facilities and other commitments at the repository.
- (4) In addition to shipping instructions requested above, the Contractor shall furnish the name of the Contractor's duly authorized agent(s) who will advise DNSC of the name(s) and provide a signature specimen of the employee(s) authorized to take delivery. The Contractor or its agent shall acknowledge receipt at the storage location of the items hand-to-hand delivered by the Government.
- (5) The Contractor, its agent and employees, shall comply with all applicable rules at the storage depot; Federal, state and local load limitations; and all safety, health, and environmental requirements.
- (6) Requests for shipment shall be faxed to the attention of: Platinum Group Metals, Contracting Officer at (703) 767-5494.

F.2 Assumption of Risk and Disclaimer of Liability

The Contractor, its assignees or agents, assumes full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this material. The Government assumes no liability for any damages to the property of the Contractor, any other person or property, or for any personal injury, illness, disability or death to the Contractor, Contractor's employees or any other person subject to Contractor's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance.

F.3 Environmental Protection

a. Transportation Requirements

- (1) The transportation of hazardous material is governed by the Department of Transportation (DOT) Hazardous Materials Regulations (Title 49 Code of Federal Regulations, Parts 170 – 189). If the material being transported is covered by DOT Regulations, the Contractor or its agent is responsible for certifying to DOT that hazardous materials are properly classified, described, packaged, marked, and labeled and are in a condition safe to transport based on the Contractor's or its agent's own examination of the material. (See especially 49 CFR 173.7 (a)(1)).
- (2) The Government reserves the right to conduct reasonable inspection of the Contractor's or its agent's transportation conveyances or other equipment utilized to effect removal of the material purchased under this Agreement.

Inspection may occur prior to, during, or subsequent to removal of the material from Government storage locations. The Contractor or its agency shall provide a Government representative with access and any reasonable assistance required to conduct this inspection.

b. Material Safety Data Sheets

- (1) Contractors are warned that unprotected exposure to hazardous substances, hazardous materials and hazardous chemicals may significantly increase the risk of health problems. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) and any other Federal, state or local laws, codes, ordinances, and regulations (including obtaining any required licenses or permits) governing exposure to, and storage, handling, transportation, and disposition of, this material.
- (2) Material Safety Data Sheets as required by OSHA Hazard Communication Standard – 29 CFR 1910.1200 are incorporated herein (See Section J.4). This data provides specific toxicity and health related data for the protection of human health and environment. Contractors should review this information carefully. It is the responsibility of the Contractor to further communicate this information to the distributor, manufacturer, user and/or transporter of this material as may be required by Federal regulations.
- (3) Contractors shall also refer to 29 CFR 1910 Occupational Safety and Health Standards, specifically section 1910.1000 through 1050. These occupational standards set standards for permissible exposures, methods of compliance, personal protective equipment, and other measures that must be taken when working with, or in proximity to, hazardous materials, chemicals and substances in the United States and its territories and possessions.

c. Use and Disposition

- (1) The Contractor certifies that it shall use and ultimately dispose of any hazardous material purchased under this Agreement in accordance with all applicable Federal, state, local and international laws and regulations in a manner safe for the public and the environment.
- (2) The material Quoted under this Agreement is not, in its present form, subject to EPA Hazardous Waste Regulations (40 CFR Part 260 et seq.) issued under the Resource Conservation and Recovery Act. However, it is possible that use of this material will lead to the creation of hazardous waste. 40 CFR Part 260 et seq., details the responsibilities of generators, transporters, treaters, storers and disposers of hazardous waste. Failure to comply with these regulations can lead to civil and criminal penalties.

SECTION G – CONTRACT ADMINISTRATION DATA**G.1 Effective Period (JAN 95)**

This Agreement shall be in effect until withdrawn by the Government or superseded by another Agreement.

G.2 Amendments and Modifications (JAN 95)

- a. Changes in terms and conditions of this Agreement shall be accomplished by written amendment signed by the Contracting Officer only.
- b. Changes in terms and conditions of any resulting contract shall be accomplished only by written modification signed by the Contracting Officer.

G.3 Title (JAN 98)

Title to the material shall pass to the Contractor upon execution of the contract; however, removal is subject to the remaining terms and conditions of the agreement and any resulting contract.

G.4 Risk of Loss (JAN 98)

- a. Prior to the date specified for removal, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.
- b. After the date specified for removal, or any extension approved in writing by the Contracting Officer, all risk of loss, damage or destruction from any cause whatsoever shall be borne by the Contractor.

G.5 Limitation on Government's Liability (JAN 95)

- a. Except as provided in paragraph b. in any case where liability of the Government to the contractor has been established, the measure of the Government's liability shall not exceed refund of whatever portion of the purchase price the Contractor has paid.
- b. Where specifically authorized in writing by the Contracting Officer, the Contractor may recover reasonable costs of packing, loading, and transportation incurred in connection with return of material to the Government.

G.6 Protests (FEB 97)

a. 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 e), 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.

b. Protests Based on Alleged Improprieties in Solicitation

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 procurements where proposals are requested, 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. A protest by any person concerning the terms of this Agreement shall be filed before that person submits a completed Basic Ordering Agreement package as specified in Section B. Protests concerning the terms of any request for Quotes hereunder shall be filed prior to the time set for receipt of Quotes.

c. Other Protests

Protests other than those covered by paragraph b of this clause shall be filed not later than 10 calendar days after the basis of protest is known or should have been known (whichever is earlier).

d. Service of Protest

1. Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

Attn: DNSC-C - (Insert name of the Contracting Officer)
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 4616 (Mail) or Suite 4528 (Hand delivered)
Ft. Belvoir, VA 22060-6223

2. Protest shall be served on the DNSC for a decision at a level above the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

Attn: DNSC-C, Director, Directorate of
Stockpile Contracts
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 4616 (Mail) or Suite 4528 (Hand delivered)
Ft. Belvoir, VA 22060-6223

e. Receipt of Protest

A copy of the protest shall be received in the office designated below within one day of filing a protest with the GAO at the following address:

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

G.7 Disputes (JAN 95)

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C 601-613) (the Act).
- 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 a 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 submitted 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) For Contractor claims exceeding \$100,000, the Contractor shall submit with the claim a certification that -
 - (i) The claim is made in good faith;

- (ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and
 - (iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.
- (3) (i) If the Contractor is an individual, the certification shall be executed by that individual.
- (ii) If the Contractor is not an individual, the certification shall be executed by -
 - (A) A senior company official in charge at the Contractor's plant or location involved, or
 - (B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- 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. At the time a 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 means of dispute resolution. When using alternative dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph d(2) of this clause, and executed in accordance with paragraph d(3) of this clause.
- 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 six-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 activity arising under the contract, and comply with any decision of the Contracting Officer.

G.8 Default (JUL 97)

- 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 a.(1)(i) through a.(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 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 price mechanism set forth in the contract, the Government will set the price as though the material had been priced on the last day of the contract removal period or the date of the termination notice, whichever is earlier.

- d. 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.

G.9 Termination for Convenience of the Government (DEC 97)

- a. The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall only be liable for actual costs incurred by the Contractor before the effective date of termination.
- b. If a bona fide requirement for the material develops or exists prior to removal of the material from Government control, the Government may withdraw that material from the sale. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn material or such portion of the contract price as it may have received plus simple interest at the rate established by the Secretary of the Treasury.

G.10 Excusable Delays (MAY 95)

- a. In the event either party should be prevented from performing under this contract by reason of any unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, sovereign acts of the United States, acts of a foreign Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, performance under the contract shall be suspended in whole or in part until the cause ceases to exist and thereafter the time for fulfillment of the contract shall be extended by the length of time during which the cause prevented performance under the contract.
- b. This section shall also apply to an excusable delay condition that prevents delivery at a consignee's plant if –
 - (1) the delay meets the criteria in paragraph a. above; and
 - (2) the identity of the consignee is known to the Government prior to commencement of the excusable delay condition.
- c. The Contractor shall notify the Contracting Officer, in writing, of the nature and extent of the excusable delay condition promptly after the commencement thereof, but in any event prior to outloading of the material from the storage location from which it is to be shipped. The Contractor shall notify the Contracting Officer, in writing, within ten (10) calendar days when the excusable delay condition ceases to exist.

G.11 Setoff of Funds (APR 96)

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

G.12 Indemnification Agreement (JUN 96)

The Contractor shall save and hold harmless and indemnify the Government against any and all liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in conjunction with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with the contract. Whether due to negligence or not of the Contractor, the Contractor agrees to defend any and all claims or suits against the United States, whether well founded or not, in any way whatsoever alleged to have arisen from or been connected with performance of this contract and to reimburse the United States for any legal expenses (including salaries of attorneys) incurred by the United States in defending such suits.

G.13 Covenant Against Contingent Fees (JAN 95)

- a. The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- b. "Bona fide agency," as used in this paragraph, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- c. "Bona fide employee," as used in the paragraph, means a person, employed by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- d. "Contingent fee," as used in this paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- e. "Improper influence," as used in this paragraph, means any influence that induces or tends to induce a Government employee or office to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

SECTION H – DEFINITIONS (JUN 95)

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- a. The term “Contracting Officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- b. The term “small business concern” for the purpose of this Agreement, is a concern including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is Quoting on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.
- c. The terms “Quoter”, “Purchaser”, or “Contractor” may be used interchangeably.

SECTION I – SUBMITTALS

COMPLETE AND RETURN THE FOLLOWING:

Basic Order Agreement Cover Page

- I.3 Certificate of Independent Price Determination (JUL 97)
- I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JUL 97)
- I.5 Type of Business Organization (APR 96)
- I.6 Persons Authorized to Request Shipment of Material (FEB 98)
- I.7 Contractor's Billing Address (JUL 96)

I.1 Quote/Award Form

QUOTE/AWARD FORM UNDER DLA-PGM-002		CONTRACT NUMBER		PAGE 1 of	
FROM: _____ _____ _____		TO: DEFENSE NATIONAL STOCKPILE CENTER ATTN: PLATINUM METALS GROUP, DNSC-C2 8725 JOHN J. KINGMAN ROAD, SUITE 4616 FORT BELVOIR, VA 22060 FAX: (703) 767-5494			
DATE OF QUOTE:	PLEASE FAX QUOTE TO THE FOLLOWING NUMBER: (703) 767-5541	INVOICE/PAYMENTS TO: ATTN: DNSC-R, ACCOUNTS RECEIVABLE DEFENSE NATIONAL STOCKPILE CENTER 8725 JOHN J. KINGMAN, SUITE 4616 FORT BELVOIR, VA 22060			
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 identified below. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of the Basic Ordering Agreement (BOA), DLA-PGM-002. In the event of a conflict between the terms of the BOA and the Sales Contract, the terms of the Sales Contract govern.					
ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY (No. of Units)	UNIT	UNIT PRICE	TOTAL
	CONTRACTOR QUOTE:				
Quote was prepared in accordance with I.3 and I.4 of the solicitation _____ (Offeror's initials required)					
	AWARD BY THE GOVERNMENT				
	CONTRACT PERIOD EXPIRES ON:				
EXECUTION BY CONTRACTOR			ACCEPTANCE BY GOVERNMENT		
DATE (Day, Month, Year)		UNITED STATES OF AMERICA BY:		DATE:	
NAME/SIGNATURE OF CONTRACTOR					
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS QUOTE (Type or print name and title under signature)			NAME AND TITLE OF CONTRACTING OFFICIAL		
Telephone Number: _____			Name: _____		
Facsimile Number: _____			Title: _____		

Commodity	Form	Quality	Quantity (Troy Ounces)	Location
Palladium	Sponge	99.95%	537,377.39	Johnson Matthey/dmc-2
Platinum	Ingot (London Good Delivery)	99.95%	143,358.338	Morgan Guarantee Trust Company of New York

I.3 Certificate of Independent Price Determination (JUL 97)

- a. The Contractor certifies that:
 - (1) The prices in each quote have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Quoters or competitor relating to (i) each quote, (ii) the intention to submit a quote, or (iii) the methods or factors used to calculate the price quoted;
 - (2) The prices in each quote have not been and will not be knowingly disclosed by the Quoter, directly or indirectly, to any other Quoter or competitor before contract award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Quoter to induce any other concern to submit or not to submit a quote for purposes of restricting competition.
- b. Each signature on the quote is considered to be a certification by the signatory that the signatory:
 - (1) Is the person in the Quoter's organization responsible for determining the prices being quoted, and that the signatory has not participated and will not participate in any action contrary to subparagraph a.(1) through a.(3) above; or
 - (2)(i) Has been authorized, in writing, to act as agent;
 - (ii) As an authorized agent, does certify that the principals have not participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) above.
- c. If the Quoter deletes or modifies subparagraph a.(2) above, the Quoter must furnish with its Quote 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 Contractor certifies, to the best of its knowledge and belief, that –
- (i) The Contractor and/or any of its Principals –
 - (A) Is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgement 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 statues relating to the submission of Quotes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statement, or receiving stolen property; and
 - (C) Is not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision a.(1)(i)(B) of this provision.
 - (D) Is not presently indicted for or otherwise criminally or civilly charged by a Federal, State or local entity with violation of any environmental laws;
 - (E) Is not within the three-year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for violation of a Federal, State or local environmental statue or regulation.
 - (ii) The Contractor has not, within a three-year period preceding this Agreement, 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 any of the statements in a.(1) above are not true at the time the Quoter submits the documents required under Section B. for prequalification, the Quoter shall include with those documents an explanation of the circumstances, including the outcome.

- (4) If any of the circumstances change, the Quoter shall notify the Government in writing, of the event that gave rise to the changed circumstances. The Quoter shall provide this notification within five business days of the event causing the change or with the submission of its next Quote, whichever comes first.

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 Contractor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Contractor 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 Agreement. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Contracting officer may render the Contractor 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 Contractor 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 Contractor 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 Agreement for default.

I.5 Type of Business Organization (APR 96)

The Contractor 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 Contractor 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 Contractor 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 Contractor is owned or controlled by another, state the relationship (e.g., wholly owned subsidiary, etc.): _____
- e. The Contractor agrees to provide additional information relating to the above representations if requested to do so by the Contracting Officer.

I.6 Persons Authorized to Request Transfer/Shipment of Material (JUL 95)

The Contractor shall provide the name(s), title(s), signature(s), and telephone number(s) of representative(s) authorized to sign Section J.2 Transfer/Shipping Instructions:

Typed Name

Title

Signature

Telephone

Typed Name

Title

Signature

Telephone

Typed Name

Title

Signature

Telephone

I.7 Contractor's Billing Address (JUL 96)

The Contractor shall provide its billing address and billing facsimile number below, if different from the address in Section I.1 Quote/Award Form.

SECTION J – LIST OF ATTACHMENTS

- J.1 Location of Material (Repositories)**
- J.2 Transfer/Shipping Instructions**
- J.3 Fedwire Procedures**
- J.4 Material Safety Data Sheets – Platinum**
- J.5 Material Safety Data Sheets - Palladium**

J.1 Location of Material (Repositories)

Storage locations and hours are:

Platinum

Morgan Guaranty Trust Company of New York
60 Wall Street
New York, NY 10260-0060

Hours:
9:00 a.m. to 4:00 p.m.
local time
Monday through Friday

Palladium

1) **Johnson Matthey**

Contact:
460 East Swedesford Rd.
Wayne, PA 19087-1880
(610) 971-3064 or 3065

Pick Up:
1401 King Road
West Chester, PA 19380

Hours:
8:00 a.m. to 4:00 p.m.
Monday through Friday

or

2001 Nolte Drive
West Deptford, NJ 08066

8:00 a.m. to 3:30 p.m.
Monday through Friday

2) **dmc-2 L.P.**

Contact:
3900 South Clinton Ave.
South Plainfield, NJ 07080
(908) 222-5003

Pick-Up:

Wade Avenue off of South Clinton Avenue
South Plainfield, NJ 07080

Hours:
9:00 a.m. to 12:30 p.m.
1:30 p.m. to 3:30 p.m.
Monday through Friday

J.2 Transfer/Shipping Instructions

1. a. Company Name: _____

b. Point of Contact: _____ c. Telephone No.: _____

2. a. DNSC Contract No.: SP0833- -S- b. Commodity: _____

3. Repository/Shipping Location: _____

ONLY COMPLETE ITEM 4 IF TRANSFERRING MATERIAL TO AN ACCOUNT

4. Account Number for Material to be Transferred Into:

5. Quantity Transferred/Shipped: _____

6. Date Transfer/Shipment Desired: _____

ONLY COMPLETE ITEM 7 IF SHIPPING MATERIAL

7. a. Carrier Name or Individuals Name: _____

b. Point of Contact: _____ c. Telephone No.: _____

c. Driver's License Number: _____

8. Remarks: _____

9. Signature of Authorized Personnel to Request Transfer/Shipment of Material:

_____ Date _____

10. Shipment Approved and Authorized by DNSC Release Official or Contracting Officer:

_____ Date: _____

J.3 Fedwire Procedures

The Sender should use a bank that Quotes wire transfer capability. The Federal Reserve Bank of New York will then process the money for deposit to the Defense National Stockpile Account with the Department of the Treasury.

PROCEDURES FOR DEPOSIT SLIP(S) FOR FEDWIRE:

To ensure the funds are credited to the Defense National Stockpile Center the following information is required on any wire transfer of funds.

1. Treasury Dept. Code – Routing No. to the Treasury
MUST BE ON SLIP “021030004”.
2. Amount of funds to be transferred.
3. Treasury Department Name – **This item is critical** –
MUST APPEAR EXACTLY AS SHOWN BELOW
TREAS NYC/(CTR/BNF=/AC-00006355)
4. Third Party Information – Purchaser’s Name,
Commodity, and Contract Number

J.4 Material Safety Data Sheets - Platinum

DLA19021

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SECTION 1 CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

DEFENSE LOGISTICS AGENCY
DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD
SUITE 3339
FORT BELVOIR, VA 22060-6223

EMERGENCY TELEPHONE NUMBER:
1-800-424-9300 (NORTH AMERICA)
1-703-527-3887 (INTERNATIONAL)

SUBSTANCE: PLATINUM

TRADE NAMES/SYNONYMS:

PLATINUM BLACK; PLATINUM SPONGE; C.I. 77795; LIQUID BRIGHT PLATINUM;
PLATINUM ELEMENT; PT; DLA19021; RTECS TP2160000

CHEMICAL FAMILY: metal

CREATION DATE: Mar 24 1995

REVISION DATE: Dec 09 1997

SECTION 2 COMPOSITION, INFORMATION ON INGREDIENTS

COMPONENT: PLATINUM
CAS NUMBER: 7440-06-4
EC NUMBER (EINECS): 231-116-1
PERCENTAGE: 100

SECTION 3 HAZARDS IDENTIFICATION

NFPA RATINGS (SCALE 0-4): HEALTH=1 FIRE=0 REACTIVITY=0

EC CLASSIFICATION (CALCULATED): No classification assigned.

EMERGENCY OVERVIEW:

PHYSICAL DESCRIPTION: White to silver-gray, lustrous, malleable, ductile metal in pig, ingot or tub form.

MAJOR HEALTH HAZARDS: No significant target effects reported.

PHYSICAL HAZARDS: Dust/air mixtures may ignite or explode.

POTENTIAL HEALTH EFFECTS:

INHALATION:

SHORT TERM EXPOSURE: difficulty breathing

LONG TERM EXPOSURE: no information is available

SKIN CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: no information is available

EYE CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: no information is available

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INGESTION:

SHORT TERM EXPOSURE: no information is available

LONG TERM EXPOSURE: no information is available

CARCINOGEN STATUS:

OSHA: N

NTP: N

IARC: N

SECTION 4 FIRST AID MEASURES

INHALATION: Remove from exposure immediately. Use a bag valve mask or similar device to perform artificial respiration (rescue breathing) if needed. Get medical attention.

SKIN CONTACT: Remove contaminated clothing, jewelry, and shoes immediately. Wash with soap or mild detergent and large amounts of water until no evidence of chemical remains (at least 15-20 minutes). Get medical attention, if needed.

EYE CONTACT: Wash eyes immediately with large amounts of water or normal saline, occasionally lifting upper and lower lids, until no evidence of chemical remains. Get medical attention immediately.

INGESTION: If vomiting occurs, keep head lower than hips to help prevent aspiration. Get medical attention, if needed.

SECTION 5 FIRE FIGHTING MEASURES

FIRE AND EXPLOSION HAZARDS: Negligible fire and explosion hazard in bulk form. Dust/air mixtures may ignite or explode.

EXTINGUISHING MEDIA: dolomite, dry powder for metal fires, sand, graphite, soda ash, sodium chloride

Do not get water directly on material.

FIRE FIGHTING: Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Stay away from the ends of tanks. For fires in cargo or storage area: Cool containers with water from unmanned hose holder or monitor nozzles until well after fire is out. If this is impossible then take the following precautions: Keep unnecessary people away, isolate hazard area and deny entry. Let the fire burn. Use extinguishing agents appropriate for surrounding fire. Avoid inhalation of material or combustion by-products.

SECTION 6 ACCIDENTAL RELEASE MEASURES

OCCUPATIONAL RELEASE:

Collect spilled material in appropriate container for disposal.

SECTION 7 HANDLING AND STORAGE

Store and handle in accordance with all current regulations and standards.
Keep separated from incompatible substances.

SECTION 8 EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS:**PLATINUM:**

- 1 mg/m3 OSHA TWA (vacated by 58 FR 35338, June 30, 1993)
- 1 mg/m3 ACGIH TWA
- 1 mg/m3 NIOSH recommended TWA 10 hour(s)
- 1 mg/m3 EC MAK (total dust)
- 5 mg/m3 UK OES TWA

MEASUREMENT METHOD: Particulate filter; Acids; Inductively coupled plasma; NIOSH III # 7300, Elements

VENTILATION: Provide local exhaust ventilation system. Ensure compliance with applicable exposure limits.

EYE PROTECTION: Eye protection not required under normal conditions.

CLOTHING: Protective clothing is not required under normal conditions.

GLOVES: Wear appropriate chemical resistant gloves.

RESPIRATOR: Under conditions of frequent use or heavy exposure, respiratory protection may be needed. Respiratory protection is ranked in order from minimum to maximum. Consider warning properties before use.

Any dust, mist, and fume respirator.

Any air-purifying respirator with a high-efficiency particulate filter.

Any powered, air-purifying respirator with a dust, mist, and fume filter.

Any powered, air-purifying respirator with a high-efficiency particulate filter.

For Unknown Concentrations or Immediately Dangerous to Life or Health -

Any supplied-air respirator with full facepiece and operated in a pressure-demand or other positive-pressure mode in combination with a separate escape supply.

Any self-contained breathing apparatus with a full facepiece.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL DESCRIPTION: White to silver-gray, lustrous, malleable, ductile metal in pig, ingot or tub form.

MOLECULAR WEIGHT: 195.09

MOLECULAR FORMULA: Pt

BOILING POINT: 6921 F (3827 C)

MELTING POINT: 3222 F (1772 C)

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VAPOR PRESSURE: Not applicable
VAPOR DENSITY: Not applicable
SPECIFIC GRAVITY (water=1): 21.45 @ 20 C
WATER SOLUBILITY: insoluble
PH: Not applicable
VOLATILITY: Not applicable
ODOR THRESHOLD: Not available
EVAPORATION RATE: Not applicable
COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available
SOLVENT SOLUBILITY:
 Soluble: aqua regia, fused alkali
 Insoluble: alcohol, organic & inorganic acids, alkali

SECTION 10 STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: None reported.

INCOMPATIBILITIES: bases, metals, halogens, cyanides, combustible materials,
 reducing agents, peroxides, acids

PLATINUM:

 ALKALIS: May corrode.

 ALUMINUM: Thin layers of platinum on aluminum wire or foil may be used as
 igniters due to the intense heat of alloy formation, which is sufficient
 to

 melt the intermetallic compounds.

 ARSENIC: Exothermic reaction at 270 C.

 BROMINE TRIFLUORIDE: Attacked in the presence of potassium fluoride.

 CYANIDES: May corrode.

 DIOXYGEN DIFLUORIDE: Explosive reaction with fluoridated platinum.

 ETHANOL: Ignition reaction.

HALOGENS: May corrode.

 HYDRAZINE: Decomposes; violent reaction with concentrated solution.

 HYDROGEN IN AIR: May cause explosive reaction.

 HYDROGEN PEROXIDE: Explosive reaction.

 LITHIUM: Violent reaction at 520-560 C.

 METHANOL + CARBON: Ignition with platinum-on-carbon catalyst.

 METHYL HYDROPEROXIDE: Shock sensitive and highly explosive, especially on
 warming.

 NITROSYL CHLORIDE + ACETONE: Explosive reaction on warming.

 PEROXOMONOSULFURIC ACID: Explosive decomposition on contact.

 PHOSPHORUS: Incandescent reaction.

 SELENIUM: Incandescent reaction.

 SULFUR: May corrode.

 TELLURIUM: Incandescent reaction.

 VANADIUM DICHLORIDE IN WATER: Violent reaction on contact with the metal
 foil.

HAZARDOUS DECOMPOSITION:

 Thermal decomposition products: miscellaneous decomposition products

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POLYMERIZATION: Will not polymerize.

SECTION 11 TOXICOLOGICAL INFORMATION

PLATINUM:

TOXICITY DATA:

9100 mg/kg/26 week(s) intermittent oral-rat TDLo

TUMORIGENIC DATA:

5250 mg/kg implant-rat TDLo; 23 gm/kg implant-mouse TDLo

ADDITIONAL DATA: May cross the placenta.

Nephrotoxicity has been demonstrated with excessive exposure to platinum.

HEALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE:

PLATINUM: Inhalation of platinum dust may produce symptoms of irritation, coughing, wheezing, and difficulty breathing.

CHRONIC EXPOSURE:

PLATINUM: No data available.

SKIN CONTACT:

ACUTE EXPOSURE:

PLATINUM: May cause irritation. Sensitization dermatitis may occur in previously exposed persons.

CHRONIC EXPOSURE:

PLATINUM: No data available.

EYE CONTACT:

ACUTE EXPOSURE:

PLATINUM: May cause irritation. Finely divided platinum or platinum black is tolerated in the anterior chamber of rabbit eyes.

CHRONIC EXPOSURE:

PLATINUM: No data available.

INGESTION:

ACUTE EXPOSURE:

PLATINUM: No data available.

CHRONIC EXPOSURE:

PLATINUM: No data available.

SECTION 12 ECOLOGICAL INFORMATION

Not available

SECTION 13 DISPOSAL CONSIDERATIONS

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Dispose in accordance with all applicable regulations.

SECTION 14 TRANSPORT INFORMATION

No classification assigned.

LAND TRANSPORT ADR/RID: No classification assigned.

AIR TRANSPORT IATA/ICAO: No classification assigned.

MARITIME TRANSPORT IMDG: No classification assigned.

SECTION 15 REGULATORY INFORMATION

U.S. REGULATIONS:

TSCA INVENTORY STATUS: Y

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

CERCLA SECTION 103 (40CFR302.4): N

SARA SECTION 302 (40CFR355.30): N

SARA SECTION 304 (40CFR355.40): N

SARA SECTION 313 (40CFR372.65): N

SARA HAZARD CATEGORIES, SARA SECTIONS 311/312 (40CFR370.21):

ACUTE: N

CHRONIC: N

FIRE: N

REACTIVE: N

SUDDEN RELEASE: N

OSHA PROCESS SAFETY (29CFR1910.119): N

STATE REGULATIONS:

California Proposition 65: N

EUROPEAN REGULATIONS:

EC NUMBER (EINECS): 231-116-1

GERMAN REGULATIONS:

WATER HAZARD CLASS (WGK): 0 (Official German Classification)

WATER HAZARD CLASS (WGK): 0 (Self Classification by Manufacturers and Distributors)

SECTION 16 OTHER INFORMATION

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J.5 Material Safety Data Sheets - Palladium

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SECTION 1 CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

DEFENSE LOGISTICS AGENCY
DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD
SUITE 3339
FORT BELVOIR, VA 22060-6223

EMERGENCY TELEPHONE NUMBER:
1-800-424-9300 (NORTH AMERICA)
1-703-527-3887 (INTERNATIONAL)

SUBSTANCE: PALLADIUM

TRADE NAMES/SYNONYMS:
PALLADIUM ELEMENT; Pd; DLA17978

CHEMICAL FAMILY: metal

CREATION DATE: Mar 28 1995
REVISION DATE: Dec 09 1997

SECTION 2 COMPOSITION, INFORMATION ON INGREDIENTS

COMPONENT: PALLADIUM
CAS NUMBER: 7440-05-3
EC NUMBER (EINECS): 231-115-6
PERCENTAGE: 100.0

SECTION 3 HAZARDS IDENTIFICATION

NFPA RATINGS (SCALE 0-4): HEALTH=1 FIRE=0 REACTIVITY=0

EC CLASSIFICATION (CALCULATED): No classification assigned.

EMERGENCY OVERVIEW:

PHYSICAL DESCRIPTION: Odorless, silver-white, ductile metal in pig, ingot or tub form.

MAJOR HEALTH HAZARDS: No significant target effects reported.

PHYSICAL HAZARDS: Dust/air mixtures may ignite or explode.

POTENTIAL HEALTH EFFECTS:

INHALATION:

SHORT TERM EXPOSURE: no information is available

LONG TERM EXPOSURE: no information is available

SKIN CONTACT:

SHORT TERM EXPOSURE: no information on significant adverse effects

LONG TERM EXPOSURE: no information is available

EYE CONTACT:

SHORT TERM EXPOSURE: no information is available

LONG TERM EXPOSURE: no information is available

INGESTION:

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SHORT TERM EXPOSURE: no information on significant adverse effects

LONG TERM EXPOSURE: no information on significant adverse effects

CARCINOGEN STATUS:

OSHA: N

NTP: N

IARC: N

SECTION 4 FIRST AID MEASURES

INHALATION: Remove from exposure immediately. Use a bag valve mask or similar device to perform artificial respiration (rescue breathing) if needed. Get medical attention.

SKIN CONTACT: Remove contaminated clothing, jewelry, and shoes immediately. Wash with soap or mild detergent and large amounts of water until no evidence of chemical remains (at least 15-20 minutes). Get medical attention, if needed.

EYE CONTACT: Wash eyes immediately with large amounts of water or normal saline, occasionally lifting upper and lower lids, until no evidence of chemical remains. Get medical attention immediately.

INGESTION: If vomiting occurs, keep head lower than hips to help prevent aspiration. Get medical attention, if needed.

SECTION 5 FIRE FIGHTING MEASURES

FIRE AND EXPLOSION HAZARDS: Negligible fire and explosion hazard in bulk form. Dust/air mixtures may ignite or explode.

EXTINGUISHING MEDIA: dolomite, dry powder for metal fires, sand, graphite, soda ash, sodium chloride

Do not get water directly on material.

FIRE FIGHTING: Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Stay away from the ends of tanks. For fires in cargo or storage area: Cool containers with water from unmanned hose holder or monitor nozzles until well after fire is out. If this is impossible then take the following precautions: Keep unnecessary people away, isolate hazard area and deny entry. Let the fire burn. Use extinguishing agents appropriate for surrounding fire. Avoid inhalation of material or combustion by-products.

SECTION 6 ACCIDENTAL RELEASE MEASURES

OCCUPATIONAL RELEASE:

Collect spilled material in appropriate container for disposal.

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SECTION 7 HANDLING AND STORAGE

Store and handle in accordance with all current regulations and standards.
Keep separated from incompatible substances.

SECTION 8 EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS:

PALLADIUM:

No occupational exposure limits established.

VENTILATION: Provide local exhaust ventilation system. Ensure compliance
with applicable exposure limits.

EYE PROTECTION: Eye protection not required under normal conditions.

CLOTHING: Protective clothing is not required under normal conditions.

GLOVES: Wear appropriate chemical resistant gloves.

RESPIRATOR: Under conditions of frequent use or heavy exposure, respiratory
protection may be needed. Respiratory protection is ranked in order from
minimum to maximum. Consider warning properties before use.

Any dust, mist, and fume respirator.

Any air-purifying respirator with a high-efficiency particulate filter.

Any powered, air-purifying respirator with a dust, mist, and fume filter.

Any powered, air-purifying respirator with a high-efficiency particulate
filter.

For Unknown Concentrations or Immediately Dangerous to Life or Health -

Any supplied-air respirator with full facepiece and operated in a
pressure-demand or other positive-pressure mode in combination with a
separate escape supply.

Any self-contained breathing apparatus with a full facepiece.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL DESCRIPTION: Odorless, silver-white, ductile metal in pig, ingot or
tub form.

MOLECULAR WEIGHT: 106.42

MOLECULAR FORMULA: Pd

BOILING POINT: 5378 F (2970 C)

MELTING POINT: 2829 F (1554 C)

VAPOR PRESSURE: Not applicable

VAPOR DENSITY: Not applicable

SPECIFIC GRAVITY (water=1): 12.02

WATER SOLUBILITY: insoluble

PH: Not applicable

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VOLATILITY: Not applicable
ODOR THRESHOLD: Not available
EVAPORATION RATE: Not applicable
COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available
SOLVENT SOLUBILITY:

Soluble: aqua regia, nitric acid, sulfuric acid, fused alkali
Slightly Soluble: hydrochloric acid
Insoluble: organic acids

SECTION 10 STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: None reported.

INCOMPATIBILITIES: metals, combustible materials, acids, peroxides,
oxidizing materials, metal salts

PALLADIUM:

ALUMINUM: Violent reaction at 600 C releasing light and heat (2800 C).
ARSENIC: Violent reaction on heating releasing light and heat.
CARBON: May result in the formation of pyrophoric catalyst.
FORMIC ACID: Violent reaction releasing hydrogen gas.
HYDROCHLORIC ACID: Reacts.
HYDROGEN GAS + ISOPROPYL ALCOHOL: Ignition.
HYDROGEN PEROXIDE: Explosive.
METHANOL: Hazardous reaction.
NITRIC ACID: Reacts.
OXIDIZERS (STRONG): Fire and explosion hazard.
OXYGEN DIFLUORIDE: Incandescence on heating.
OZONIDES: Explosive decomposition.
SODIUM TETRAHYDROBORATE: May cause ignition of liberated hydrogen.
SULFUR: Incandescence and ignition.
SULFURIC ACID: Reacts.

HAZARDOUS DECOMPOSITION:

Thermal decomposition products: miscellaneous decomposition products

POLYMERIZATION: Will not polymerize.

SECTION 11 TOXICOLOGICAL INFORMATION

HEALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE:

PALLADIUM: No data available.

CHRONIC EXPOSURE:

PALLADIUM: No data available.

SKIN CONTACT:

ACUTE EXPOSURE:

PALLADIUM: Sensitization dermatitis may occur in previously exposed persons.

CHRONIC EXPOSURE:

PALLADIUM: No data available.

EYE CONTACT:

ACUTE EXPOSURE:

PALLADIUM: No data available.

CHRONIC EXPOSURE:

PALLADIUM: No data available.

INGESTION:

ACUTE EXPOSURE:

PALLADIUM: Palladium is poorly absorbed by the body when ingested.

CHRONIC EXPOSURE:

PALLADIUM: Mice given 5 ppm palladium as $PdCl_2$ in drinking water for their lifetime showed reduced growth rate. A slight carcinogenic effect was noted.

SECTION 12 ECOLOGICAL INFORMATION

Not available

SECTION 13 DISPOSAL CONSIDERATIONS

Dispose in accordance with all applicable regulations.

SECTION 14 TRANSPORT INFORMATION

No classification assigned.

LAND TRANSPORT ADR/RID: No classification assigned.

AIR TRANSPORT IATA/ICAO: No classification assigned.

MARITIME TRANSPORT IMDG: No classification assigned.

SECTION 15 REGULATORY INFORMATION

U.S. REGULATIONS:

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TSCA INVENTORY STATUS: Y

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

CERCLA SECTION 103 (40CFR302.4): N

SARA SECTION 302 (40CFR355.30): N

SARA SECTION 304 (40CFR355.40): N

SARA SECTION 313 (40CFR372.65): N

SARA HAZARD CATEGORIES, SARA SECTIONS 311/312 (40CFR370.21):

ACUTE: N

CHRONIC: N

FIRE: N

REACTIVE: N

SUDDEN RELEASE: N

OSHA PROCESS SAFETY (29CFR1910.119): N

STATE REGULATIONS:

California Proposition 65: N

EUROPEAN REGULATIONS:

EC NUMBER (EINECS): 231-115-6

GERMAN REGULATIONS:

WATER HAZARD CLASS (WGK): 0 (Official German Classification)

WATER HAZARD CLASS (WGK): 0 (Self Classification by Manufacturers and Distributors)

SECTION 16 OTHER INFORMATION

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