



DEFENSE LOGISTICS AGENCY
HEADQUARTERS
8725 JOHN J. KINGMAN ROAD
FORT BELVOIR, VIRGINIA 22060-6223

March 1, 2012

Dear Prospective Chromium Metal Customer:

On March 22, 2012, the Defense Logistics Agency, DLA Strategic Materials, will open and consider offers for the sale of approximately 200 short tons of chromium metal under Solicitation of Offers DLA-CHROMIUM METAL-005. Offers are to be addressed as follows:

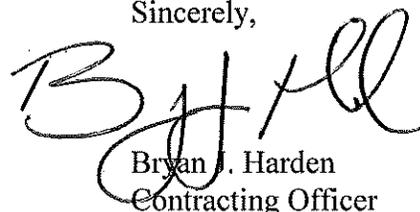
ATTN: DLA Strategic Materials
Business Management Office (Bid Custodian)
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile No.: (703) 767-5541

Offers may be submitted by mail, commercial delivery service, hand delivery, or facsimile to the above address or facsimile number.

The solicitation is in the negotiated format. Offerors must submit the documentation requested in Section **B.I** as part of their offers. Offerors are advised that, in accordance with Section **D.I Payment (MAY 09)**, all payments made on any contracts awarded under Solicitation DLA-CHROMIUM METAL-005 must be by wire transfer or international wire transfer only.

Your interest in DLA Strategic Materials' sales program for chromium metal is appreciated. If you have any questions, please contact the Contract Specialist, Mr. Jesse Pleasants, by telephone at (703) 767-7625, or by email at: jesse.pleasants@dla.mil.

Sincerely,


Bryan J. Harden
Contracting Officer

Issue Date: March 1, 2012

DLA-CHROMIUM METAL-005

SOLICITATION OF OFFERS

FOR CHROMIUM METAL



DLA STRATEGIC MATERIALS

**8725 John J. Kingman Road
Suite 3229
Fort Belvoir, Virginia 22060-6223**

Telephone (703) 767-6500
<https://www.dnsc.dla.mil>

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SECTION A – SOLICITATION

A.1 Introduction (FEB 12)

- a.** The Defense Logistics Agency (DLA), DLA Strategic Materials, is soliciting offers in Fiscal Year 2012 for the sale of approximately **200 short tons** of chromium metal. The offering will be held at **2:00 p.m.**, local time, Fort Belvoir, VA, on **Thursday, March 22, 2011**. Offers must be received at the address in Section **B.2.a.** by **2:00 p.m.**, local time, Fort Belvoir, VA. In the event that DLA Strategic Materials is closed at that time, offers for that day will be received at **2:00 p.m.**, local time, Fort Belvoir, VA, on the next DLA Strategic Materials business day.
- b.** Delivery is F.O.B. carrier's conveyance. (See Section **F.1.**)

A.2 Description (FEB 12)

- a.** A description of the material offered for sale is provided in Sections **I.2** and **J.2** of the Solicitation. Additional information on the storage locations is shown in Section **J.1**. The material being offered consists of electrolytic chromium metal only. The list of available lots is in Section **I.2**. The items of chromium metal are stored in steel drums and are on wooden pallets. Photographs of the material can be found under the Commodities link on the DLA Strategic Materials Website: <https://www.dnsc.dla.mil>.
- b.** Government analyses indicate that the material conforms to the data listed in Sections **I.2**, **J.2**, **Section A.2.**, and as posted under the Commodities link on the DLA Strategic Materials website. No warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose.

A.3 Financial Exposure Limit (MAR 11)

- a.** DLA Strategic Materials will establish a financial exposure limit (maximum level of business the DLA Strategic Materials intends to allow) for each Offeror. The financial exposure limit shall be determined based upon the following:
 - (1) Financial Position of the Offeror
 - (2) Past Performance
 - (3) References (Suppliers, Financial Institutions)
 - (4) Credit Reports
- b.** If the Contractor reaches its financial exposure limit, DLA Strategic Materials, solely at its discretion, may determine to make no subsequent

awards to the firm until such time as the Contractor satisfactorily performs existing contracts or DLA Strategic Materials increases the exposure limit.

- c. All contracts awarded to a Contractor by DLA Strategic Materials will be applied against the Contractor's financial exposure limit.
- d. DLA Strategic Materials may decide to make an award to an Offeror without the prior establishment of a financial exposure limit *only if* the Contracting Officer determines that the award is in the best interest of the Government and that waiting for the establishment of the financial exposure limit would unduly delay the sale.

A.4 Foreign Trade Regulations (MAR 11)

- a. The Contractor shall determine any export license requirements, obtain any export license or other official authorization required for export, and carry out any U.S. Customs formalities for the export of any material awarded under this Solicitation.
- b. The Contractor shall comply with United States Bureau of the Census, Department of Commerce, Foreign Trade Regulations and Export Administration Regulations as set forth in 15 CFR Parts 30 and 732 (latest editions).
- c. The Contractor shall comply with the requirements set forth in 15 CFR 30 regarding filing of electronic export information (EEI).
- d. DLA Strategic Materials shall not be named as the United States Principal Party in Interest (USPPI). DLA Strategic Materials will not execute any Shipper's Export Declaration (SED) or file any EEI through the Automated Export System (AES) or AESDirect required by the Foreign Trade Regulations.

A.5 Wood Packaging Materials Requirements (JUN 06)

Wood packaging materials utilized in the storage and shipment of National Defense Stockpile materials, including, but not limited to, pallets, boxes, kegs, and dunnage lumber, do not meet the requirements of U.S. Department of Agriculture Regulations at 7 CFR 319.40 or International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." Stockpile wood packaging materials have not been heat treated or fumigated with methyl bromide and are not marked to indicate that they meet the requirements of these regulations and standards. As a result, it may not be possible to export or import these wood packaging materials.

END OF SECTION A

SECTION B –PREPARATION AND SUBMISSION OF OFFERS

B.1 Submittals (FEB 12)

Offerors shall submit **all** of the following documents along with the offer:

- a. Section I.1 Sale of Government Property Negotiated Sales Contract (FEB 12)** with the section entitled “Execution by Contractor” completed.
- b. Section I.2, Item Offer Page – DLA-CHROMIUM METAL-005 (FEB 12)** with the (1) Offered Price (\$ / Lb.) column; (2) Total Offered Price (\$) column; (3) company name; (4) name and title of person authorized to sign the offer; (5) telephone number; (6) facsimile; (7) email address; and (8) signature and date blocks completed.
- c. Section I.3, Proposed Removal Schedule (FEB 12).**
- d. Section I.4, Certificate of Independent Price Determination (JAN 02).**
- e. Section I.5, Certification Regarding Responsibility Matters (APR 10).**
- f. Representations, Certifications and Identifications at Section I.6 through I.10.**
- g.** Copies of the most recent income statement, balance sheet, and list of credit references for the company and any other documentation that will verify the financial level of business transactions. DLA Strategic Materials may require the Contractor to submit updated information at any time.
- h.** Any other terms the Offeror wishes to negotiate. (See Section **B.7.c.** and **B.9.c.**)

B.2 General Information (FEB 12)

- a.** Offers and modifications to offers may be submitted by facsimile in accordance with Section **B.6**. Offers and modifications may also be submitted by commercial delivery service, mail or hand delivered enclosed in a sealed envelope and addressed to:

ATTN: DLA Strategic Materials
Business Management Office (Bid Custodian)
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, Virginia 22060-6223
Facsimile No: (703) 767-5541

Place the name and address of the Offeror in the upper left corner and the following information in the lower left corner on the face of the envelope:

SOLICITATION OF OFFERS
DLA-CHROMIUM METAL-005

- b.** The Offeror agrees, if its offer is accepted by the Government within **twenty (20)** working days from the date specified in the Solicitation for receipt of offers, to purchase any or all material on which offers are made at the price offered and to take delivery of the material within the time specified in the executed **Section I.1 Sale of Government Property Negotiated Sales Contract**.
- c.** Unless a designation of agent is on file at DLA Strategic Materials, an Offeror submitting an offer as agent for another party shall submit written proof, either prior to or with the offer, that it is authorized to act as agent and shall tender the offer in the name of the principal.

B.3 Minimum/Maximum Quantity (FEB 12)

The minimum offer shall be for one entire line item. The maximum offer may be for all items listed. The Government may award up to the total quantity offered (See **Section I.2 Item Offer Page**).

B.4 Unit Pricing and Monthly Declaration (FEB 12)

- a.** Offerors may submit a fixed price or formula price offer. Prices for chromium metal shall be expressed on a U.S. dollar and cent value per pound.
- b.** The contract period for fixed price offers shall not exceed 30 calendar days.
- c.** The reference price for formula price offers shall be the average of the monthly average prices for the following two benchmark prices. Because of the absence of an established electrolytic benchmark, an aluminothermic price plus a premium is utilized:

(1) *Metal Bulletin* Chromium World MB free market alumino-thermic min 99%
\$/tonne in warehouse

and

(2) *Ryan's Notes Ferrous and Nonferrous News and Prices* Chrome Metal - RN
Aluminothermic Imported metal—in warehouse, duty paid, 99% Cr, \$ per lb.

The monthly average price for the Metal Bulletin benchmark shall be derived by summing all of the average prices (average of highs and lows) for the month and dividing by the number of days the price has been published in the month.

The monthly average price for the Ryan's Notes benchmark shall be taken directly from its monthly average published price.

The Metal Bulletin pricing benchmark is converted from \$/tonne to \$/lb to align itself with the Ryan's Notes pricing benchmark. This is done by dividing the Metal Bulletin in warehouse \$/tonne price by 2204.62, converting it to a \$/lb price.

- d. Offers may be expressed as a percentage or as a dollars and cents figure above the reference price, as defined in paragraph c. above. If the offer is made as a percentage (e.g., 110%), the unit price (U.S. dollar and cent per Lb.) shall be calculated by multiplying the contract percentage, which includes the premium, by the prior month's reference price. The unit price will be rounded to the nearest whole cent.
- e. When formula pricing is used the pricing date shall be the date the Contractor's monthly declaration for a specified quantity of chromium metal is received by the Government as follows: The actual price for the material shall be determined on the pricing date and will be based on the monthly average, as determined in paragraph c., above, for the previous calendar month, plus any premium. The Contractor shall identify each calendar month the quantity of chromium metal to be priced for that month and confirm the calculation of the price, as specified above. The Contractor shall submit only one declaration per calendar month. The Contractor shall submit this declaration no later than the **15th** calendar day of each month (see Section **E.1.b.**). Should the 15th calendar day fall on a Saturday, Sunday or Federal holiday, then the pricing declaration shall be due the following DLA Strategic Materials business day. Shipping Instructions (Section **J.3** of the solicitation) for the material on a monthly declaration must be forwarded to the Contracting Officer within five (5) calendar days of the pricing date. In accordance with Section **F.1.g.**, shipment must commence within ten (10) calendar days of the pricing date.

B.5 Late Submissions, Modifications, and Withdrawals of Offers (MAR 11)

- a. Offerors are responsible for submitting offers, and any revisions, and modifications, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. Offerors may use any transmission method authorized by the solicitation (i.e., regular mail, commercial delivery service, hand delivery, electronic commerce, or facsimile).
- b. (1) Any offer, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the

Contracting Officer determines that accepting the late offer would not unduly delay the sale and—

- (i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (iii) It was the only offer received.
- (2) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- c.** Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - d.** If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - e.** Offers may be withdrawn by written notice at any time before award. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award. Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.
 - f.** Offerors may submit modifications to their offer at any time before closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - g.** Offerors may submit best and final offers (BAFOs) only if requested or allowed by the Contracting Officer.

- h.** The Contracting Officer must promptly notify any offeror if its offer, modification, or revision was received late, and must inform the offeror whether its offer will be considered, unless contract award is imminent.

B.6 Facsimile Submissions (JUL 97)

Facsimile offers and modifications will be accepted any time prior to the exact time set for receipt of offers. Facsimile withdrawals will be accepted any time before award.

Offerors must use the facsimile number: (703) 767-5541.

- a.** Definition: “Facsimile submission,” as used in this Solicitation, means an offer, modification of an offer, or withdrawal of an offer that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- b.** Offerors may submit facsimile submissions as responses to this Solicitation. These responses must arrive at the place, and by the time, specified in the Solicitation.
- c.** Facsimile submissions that fail to furnish required representations or information, that reject any of the terms, conditions, and provisions of the Solicitation, 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 Offeror agrees to promptly submit the complete original signed submission.
- f.** If the Offeror chooses to transmit a facsimile submission, 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 Offeror to properly identify the submission.
 - (6) Illegibility of submission.
 - (7) Security of submission data.

B.7 Consideration of Offers (AUG 09)

- a.** The Government reserves the right to --
 - (1) Reject any or all offers;
 - (2) Waive any informalities and minor irregularities in an offer;
 - (3) Award a quantity less than the quantity offered on at the unit price offered; and
 - (4) Accept any one item or group of items in an offer, as may be in the best interest of the Government.
- b.** Notwithstanding Section **B.7.a.(3)**, Offerors may submit multiple offers at various unit prices and may specify a minimum or maximum quantity.
- c.** The Government may request specific documentation to support the offer submitted. Failure to provide the documentation, if requested, may result in the Offeror being determined to be ineligible for award.

B.8 Evaluation of Offers – Chromium Metal (FEB 12)

- a.** General - The evaluation factors are listed below in descending order of importance:
 - (1) Unit price.
 - (2) Removal Schedule.
- b.** To be considered, offers must meet the following minimum requirements:
 - (1) Submission of the information requested in Section **B.1.**;
 - (2) Submission of pricing which complies with the provisions of Section **B.4.**;
 - (3) Submission of a removal schedule which meets or exceeds the provisions of **E.1.**

B.9 Negotiation Procedures (MAY 09)

The Government intends to evaluate offers and award a contract after conducting discussions with all Offerors whose offers have been determined to be within the competitive range. However, the Government reserves the right to award without discussions. Accordingly, Offerors are advised to include their best possible terms in their initial offer.

If the Government determines that holding discussions is in its best interest, the following procedure will be utilized:

- a. **Competitive Range** – The competitive range shall be determined on the basis of price and other factors that are stated in the solicitation and will include all offers which comply with Section **B.8.b.** that have a reasonable chance of being selected for award. Offers not included in the competitive range will not be given further consideration.

- b. **Negotiations/Discussions** – Only Offerors within the competitive range will be contacted to schedule the day and time for discussions to be conducted. Negotiations will be conducted only with the company official signing Section **I.1 Sale of Government Property Negotiated Sales Contract (FEB 12)** or a specifically authorized individual identified in Section **I.6 Authorized Negotiators (MAR 11)**. The content and extent of the discussions is a matter of the Contracting Officer's judgment, based on the particular facts of the sale and each Offeror's initial offer.

- c. **Discussion Session** – Only one discussion session per Offeror is intended. In order to facilitate meaningful discussions, Offerors should:
 - (1) Be prepared to discuss:
 - (i) All prices and terms included in the initial offer;
 - (ii) Supporting documentation and justification for the derivation of prices offered and other terms the Offeror wishes to negotiate; and
 - (iii) Removal schedule.

 - (2) Arrange to have appropriate support personnel present during discussions, i.e., Purchasing, Marketing, etc.

- d. **Best and Final Offer Requests** - At the conclusion of discussions, all Offerors with which discussions were conducted will be requested to submit a best and final offer (BAFO). Oral requests for the best and final offer will be confirmed in writing. Each individual BAFO request will include the following:
 - (1) Notice that discussions are concluded;
 - (2) Time and date by which the BAFO must be submitted;
 - (3) Notice that BAFOs are subject to Section **B.5 Late Submissions, Modifications, and Withdrawals of Offers (MAR 11)**;
 - (4) A record of negotiated issues and understandings between the Government and the Offeror (as applicable);
 - (5) A list of remaining questions/deficiencies (if any);
 - (6) A caution to Offerors to provide supporting documentation for any changes to their prior offers as revised during discussions; and

- (7) Notice that the Government intends to evaluate best and final offers and award a contract without further discussions.
- e. Best and Final Offer Responses** – The BAFO should strictly conform to the best and final offer request. If the Offeror does not submit a BAFO, the initial offer will be considered as the best and final offer. Changes that are not fully supported by documentation may not be evaluated or considered.
- f. Subsequent Discussions/BAFO Requests** – Generally, only one best and final offer will be requested. After receipt of best and final offers, discussions will not be reopened unless the Government determines that it is in its best interest to do so. If discussions are reopened, an additional request for best and final offers will be issued to all Offerors still within the competitive range.

B.10 Disclosure of Information (AUG 04)

Proprietary or confidential information disclosed in offers/discussions/BAFOs will not be disclosed to the public or used by the Government except for evaluation purposes, unless required by law.

B.11 Responsibility Determination (MAR 11)

- a.** No award shall be made unless the Contracting Officer makes an affirmative determination of responsibility.
- b.** To be determined responsible and eligible for an award, the Offeror shall have adequate financial resources, a satisfactory performance record with DLA Strategic Materials, and a satisfactory record of integrity and ethics. For example, an Offeror may be determined to be non-responsible and therefore ineligible for award if there is a record of poor payment (e.g., payments made with insufficient funds) or poor performance (e.g., failure to pay for or remove material on time). In addition to looking at past performance, DLA Strategic Materials will also review the financial statements and references submitted by the Offeror, as well as the current Dun & Bradstreet report and any other credit reports.

B.12 Contract Award (MAY 09)

A written award signed by the Contracting Officer and furnished to a successful Offeror within the time specified for acceptance shall result in a binding contract incorporating all the terms and conditions of this Solicitation unless otherwise stated in the executed Section **I.1 Sale of Government Property Negotiated Sales Contract (FEB 12)**.

B.13 Unsuccessful Offerors (FEB 98)

The Contracting Officer will notify unsuccessful Offeror(s) at the earliest practicable time of the basis for non-award.

END OF SECTION B

SECTION C – INSPECTION (FEB 12)

- a.** Offerors, or their designees at their expense, are encouraged to inspect material and take a sample, not to exceed two (2) pounds.
- b.** For the material of domestic origin a reserve sample will be provided for each lot. Please note that items of electrolytic chromium metal offered for sale have had an independent analysis performed by Andrew S. McCreath and Son, Inc. (See Section **J.2.**). The reserve sample was prepared at the time of the independent analysis. Offerors shall provide a container for each required sample. The sample will be obtained in the presence of a DLA Strategic Materials representative.
- c.** For the material of Japanese origin, one drum for each lot will be provided. Offerors shall provide a container for each required sample. The sample will be obtained in the presence of a DLA Strategic Materials representative. The government does not warrant these samples to be representative of the entire drum or lot.
- d.** Requests for an appointment to inspect and/or to sample the material must be made in writing or by facsimile submission on company letterhead to the following:

Mr. Gary Porter
Chief, Operations and Logistics Division
DLA Strategic Materials
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile: (703) 767-7608

Requests shall include the name and title of each individual wishing to inspect the material and/or to obtain samples. Offerors will be notified by telephone of the date the material will be available for inspection and/or sampling. The Government reserves the right to limit the number of individuals granted access to the depot.

- e.** The Offeror, its agents and representatives shall comply at all times with the rules of the storage location.

END OF SECTION C

SECTION D – PAYMENT

D.1 Payment (MAY 09)

- a. Payment shall be made in U.S. dollars.
- b. *All payments* shall be made *only* by wire transfer (Fedwire for domestic, within U.S. wire payment; or International wire transfer for wire payments from outside the U.S.). This includes payments for material, adjustments for variations in quantity or weight of material shipped, storage charges, interest, penalty charges, administrative charges, or any other charges. If attempted payments are made by check, the payment will be returned to the sender. The Contractor will incur charges if payments are delinquent.
- c. Payment by wire transfer (Fedwire or International).
 - (1) Wire transfer payment shall be made in accordance with instructions in **Section J.5**. Fees for wire transfers are the responsibility of the Contractor. Payment shall be accompanied by **identifying information including the contract number; modification number (if applicable); invoice number (if applicable); and the name of the material purchased.**
 - (2) If wire transfer payment is not made in accordance with the instructions in **Section J.5** or if identifying information is not provided, shipment of material may be delayed by up to one week, the wire transfer may be returned to the sender or a Contractor may incur charges if payments are delinquent.
- d. Invoices issued for adjustments for variations in quantity or weight, storage charges, interest, penalty charges, or administrative charges shall be paid promptly.
- e. If payment is not made in full within 30 calendar days of issuance of an invoice as specified in **D.1.d.**, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be released until all delinquent charges are paid. (See Sections **F.1.a.** and **G.12.**)

D.2 Payment Due Date (OCT 05)

- a. Payment will be made before shipment of material and before the end of the contract period specified in the executed **Section I.1 Sale of Government Property Negotiated Sales Contract (FEB 12)**. If payment is not received by 2:00 p.m., local time Fort Belvoir, VA, on the payment due date, payment will not be credited until the next Government business day. Interest and penalty charges will accrue accordingly.

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

D.3 Interest (AUG 09)

- 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 at the Prompt Payment interest rate. The Prompt Payment interest rate shall be the interest rate established by the Secretary of the Treasury as provided by 41 U.S.C. § 611 and Public Law 92-41. The rate can found in the Federal Register and is applicable to the period in which the amount becomes due, as provided in paragraph **b.**, below.
- b. Amounts shall be due at the earliest of the following dates:
 - (1) The final day of the contract period specified in Section **I.1 Sale of Government Property Negotiated Sales Contract (FEB 12)** (with or without the issuance of an invoice by the Government); or
 - (2) The date of the first written demand for payment under the contract, including any demand resulting from a default termination, unless paid within 30 days of becoming due.

D.4 Penalty and Administrative Charges (MAY 04)

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

END OF SECTION D

SECTION E – MATERIAL REMOVAL

E.1 Removal of Material (FEB 12)

a. The following pertains to fixed price contracts:

- (1) The contract period for any quantity of material awarded is 30 calendar days from the date of contract award.
- (2) If the Contractor fails to pay for and remove the material on or before the last day of the contract period, Contractor will be considered delinquent and no material will be shipped until payment for all remaining material has been received. (See paragraph **b.(3)** below).
- (3) The contract period includes Saturdays, Sundays and Federal holidays. If the last day of the contract period is a Saturday, Sunday or Federal holiday, or the storage location is otherwise closed that day, the period of contract performance will be extended to the next Government workday.

b. The following pertains to formula price contracts:

- (1) The contract period is based on the quantity of material awarded and begins on the date of contract award. The contract periods are as follows:

Award Quantity (Short Tons)	Contract Period (Calendar Days)
Up to 40	90
41 - 60	180
61 - 80	270
More than 80	360

- (2) The contract period begins on the date of contract award and shall expire as outlined in Section **E.1.b.** No later than the fifteenth (15th) calendar day of each calendar month as specified in Section B.4 paragraph e., the Contractor shall furnish the Contracting Officer, in writing, a declaration of the quantity of material to be priced for that month. The Contractor shall submit only one declaration per calendar month. The quantity declared shall be for at least the minimum and not more than the maximum quantity as detailed in the contract removal schedule. The Contractor shall have 30 calendar days from the date the declaration is received by the Government to remove the declared quantity of material except that all material under the contract must be removed within the contract period. The schedule of minimum and maximum monthly quantities shall be contained in the completed Section **I.3 Proposed Removal Schedule (FEB 12)** which shall be a part of this contract as the contract removal schedule.

Should a Contractor be awarded a different quantity than proposed in the schedule, the Government reserves the right to establish a monthly minimum and maximum of one-twelfth of the contract quantity plus or minus ten (10) percent.

- (3) If the Contractor fails to: (1) submit the monthly declaration by the 15th calendar day of the month as specified in Section B.4 paragraph e. and make payment in accordance with Section **D**; or (2) remove the minimum quantity in accordance with Section **I.3** and **paragraph b.(2)** above, the Contractor shall be considered delinquent and no material will be shipped until payment has been received for either the minimum monthly quantity or the declared quantity, whichever is greater. If the Contractor has failed to complete removal of all of the material on or before the last day of the contract period, the Contractor could be considered delinquent and no material will be shipped until payment for all remaining material has been received.
- (4) The contract period and the 30-calendar day period following the submission of a declaration include Saturdays, Sundays and Federal holidays. If the last day of either period is a Saturday, Sunday or Federal holiday, or the storage location is otherwise closed on those days, the period of contract performance or the 30-calendar day period will be extended to the next Government workday.

E.2 Storage Charges (MAY 10)

- a.** Storage charges shall be assessed on (1) all material remaining unshipped from a monthly declaration after the 30-calendar day period following the receipt of the declaration by the Government and/or (2) any and all material remaining unshipped after the last day of the contract period, as applicable. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed in accordance with the monthly declaration or the end of the contract period, as applicable, or the contract is terminated for default, in which case the Contractor will be liable for damages, asset forth in Section **G.7 Default** of the Solicitation.
- b.** The storage charge is the greater of the following: (1) **\$0.005 per pound bulk weight** (if a fraction of a pound remains, the charge will be for a full pound) per 30 day period regardless of whether the material remains in storage a period of 30 days or less than 30 days; or (2) commercial storage charges, if applicable.
- c.** Storage charges will be invoiced upon shipment. Payment shall be due immediately.

- d. Payment of storage charges shall not relieve the Contractor of its obligation to remove the material in a timely manner. Acceptance of storage payments by the Government is not a waiver of the Government's right to default the Contractor for failure to remove the material (See Section **G.7 Default**).

END OF SECTION E

SECTION F – SHIPPING

F.1 Request for Shipment (FEB 12)

- a.** Delivery is F.O.B. carrier's conveyance. At least **five (5)** working days prior to the date shipment is required to commence, the Contractor shall furnish commercial bills of lading to the designated depot. Simultaneously, the Contractor shall submit shipping instructions to the Contracting Officer by completing and faxing the form in **Section J.3 Shipping Instructions**. The Government will only accept shipping instructions from those individuals designated in **Section I.8 Persons Authorized to Request Shipment of Material**. **No material will be shipped under the provisions of this contract or any other contract the Contractor has with DLA Strategic Materials until all outstanding delinquent charges and payments have been satisfied.**

- b.** "Shipping Instructions" shall include the following:
 - (1) Quantity of material to be released, unit price and total dollar value.
 - (2) Designation of type and kind of conveyance.
 - (3) Name of the carrier (including a telephone number where contact can be reached).
 - (4) "Ship to" location.
 - (5) Minimum load per conveyance (optional)
 - (6) Desired shipping schedule.
 - (7) Name and telephone number of an agent who can furnish additional shipping information if needed.
 - (8) Any additional pertinent information, including Outloader and sampler information.

- c.** The shipping schedule shall allow sufficient time for the Government to reasonably meet such schedule prior to the last day of the contract period commensurate with existing loading facilities and other commitments at the Government's storage locations. Information regarding Government commitments may be obtained from the address specified in **Section J.1**. The Government shall determine the order in which the material is scheduled, coordinated, and outloaded.

- d.** Outloading will be accomplished by truck. The Government will provide lumber and nails from available depot stock if requested by the Contractor's designee/driver. The Contractor's designee shall perform any necessary procedure(s) to ensure the cargo is safely secured prior to leaving the depot. The Government will not block, chock, brace, lash, band, or in any manner secure the cargo on the Contractor's conveyance(s). The designee shall witness the loading. Any expenses over and above those normally incurred by the Government to meet the public carrier's requirements for loading like materials will be at the expense of the Contractor.

- e. 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, including the Environmental Safety and Occupational Health Policy of DLA Strategic Materials. See also Section **F.7 Environmental Policy (MAR 11)**.
- f. Requests for shipment shall be for a minimum of one line item. Shipping instructions and information requested in paragraph **b.**, above, are to be furnished to the following address:

DLA Strategic Materials
ATTN: CHROMIUM METAL Contracting Officer
8725 John J. Kingman Road
Suite 3229
Ft. Belvoir, VA 22060-6223
Facsimile Number: (703) 767-5494 or (703) 767-5484

- g. Shipment must commence within ten (10) calendar days of the pricing date.

F.2 Insurance Requirements (DEC 07)

The Contractor shall procure and maintain, and require any subcontractor to procure and maintain, during the entire period of performance under this contract, such insurance as stipulated herein.

- a. Workers' compensation and employer's liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- b. General liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- c. Automobile liability insurance written on the comprehensive form of policy is required. The policy shall provide for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

F.3 Weighing (APR 02)

- a.** No outweighing of material will be performed by the Government. The Government's weights of record shall govern and will be used for payment purposes. The Contractor may elect to have a representative present to witness the outloading.
- b.** Weight certificates shall be provided at the expense of the Government.
- c.** In the event that any broken containers are detected at time of shipment, these will be over packaged by the Government at the Government's expense prior to outloading. If no loss is discernible, the weight of record with the Government shall govern for that item and shall be final for payment.

F.4 Weight Discrepancy (JAN 95)

- a.** If the Contractor's weights for the material delivered vary from the Government's certified weights by more than one-half of one percent, the Contractor may give notice of such difference to the Contracting Officer within two working days (exclusive of Saturdays, Sundays, and Government holidays) after receipt of the material at destination, requesting that the material be reweighed. In that case, the Contractor shall segregate the shipment in question and hold it intact pending reweighing. The entire shipment shall be reweighed by the Contractor at its expense, in the presence of and in the manner approved by a Government representative, using scales approved by the Government representative. If the weight varies from the Government's certified weight by greater than one-fourth of one percent, plus or minus, that weight shall govern for payment purposes. If the weight determined by reweighing does not vary from the Government's certified weight by greater than one-fourth of one percent, plus or minus, the Government's certified weight shall be final for payment purposes.
- b.** No adjustment shall be considered or made in accordance with the above paragraph unless notice is given by the Contractor to the Contracting Officer within the time specified above and all other requirements of the paragraph are complied with.

F.5 Assumption of Risk and Disclaimer of Liability (JAN 02)

The Contractor, its assigns 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 by the Contractor, Contractor's employees, or any person subject to the Contractor's control. The Government assumes no liability for any damages to the property of the Contractor, any other person or property, or 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.6 Adjustment for Variation in Quantity or Weight (MAR 11)

The Government reserves the right to vary the quantity or weight delivered by **two (2) percent** from the quantity or weight listed in the contract and the Contractor agrees to accept delivery of any quantity or weight within these limits. The contract price will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity or weight actually delivered.

F.7 Environmental Policy (MAR 11)

The Contractor, its agents and employees shall comply with the Environmental Safety and Occupational Health Policy of DLA Strategic Materials while on storage facilities where stockpile material is stored. The Contractor shall review information on the DLA Strategic Materials Environmental Safety and Occupational Health Policy on the DLA Strategic Materials Website at <https://www.dnsc.dla.mil/iamthekey>. The DLA Strategic Materials Environmental Safety and Occupational Health Policy may be found in Interpretive Guidance Document 1001, Environmental, Safety and Occupational Health Policy, Section 2.1. Contractors shall also review the policy statement for the DLA Strategic Materials Environmental, Safety and Occupational Health Management System (ESOHMS) and each depot's ESOHMS Orientation Guide for Contractors and Visitors. All documentation is available on the DLA Strategic Materials website.

F.8 Environmental Protection (APR 10)

a. Transportation Requirements

- (1) The transportation of hazardous material is governed by 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 Solicitation. Inspection may occur prior to, during, or subsequent to removal of the material from Government storage locations. The Contractor or its agent shall provide

Government representatives with access and any reasonable assistance required to conduct this inspection.

b. Material Safety Data Sheets

- (1) Offerors 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 the environment. Offerors 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) Offerors shall also refer to 29 CFR 1910 Occupational Safety and Health Standards, specifically sections 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 Solicitation in accordance with all applicable Federal, state, local and international laws and regulations and in a manner safe for the public and the environment.
- (2) The material offered under this Solicitation 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 a 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.

- (3) The wood pallets or materials used to package the commodity sold under this Solicitation may have been treated with a wood preservative to protect it from insect attack and decay. These preservatives penetrate and remain in the wood for a long time and may pose certain hazards if precautions are not taken during the handling, use, and disposal of these treated wood products. Treated wood products should not be burned in open fires. Contractors are encouraged to seek advice on proper disposal from the local environmental protection agency.

END OF SECTION F

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Amendments and Modifications (JAN 95)

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

G.2 Title (JUL 02)

Title to the material shall pass to the Contractor after payment is received or the material is shipped, whichever occurs first.

G.3 Risk of Loss (JUL 02)

- a.** After the award of the contract and prior to receipt of payment for or shipment of the material, whichever occurs first, the Government shall be responsible for the care and protection of the material, and any loss, damage or destruction occurring during such time will be adjusted by the Government.
- b.** After receipt of payment but prior to either shipment or the end of the contract period, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.
- c.** After shipment or the end of the contract period, whichever occurs first, all risk of loss, damage, or destruction from any cause whatsoever, shall be borne by the Contractor.

G.4 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.5 Agency Protests (MAR 11)

- a. **General.** Companies may file a protest over sales under this Solicitation with the –
- (1) Contracting Officer;
 - (2) Director, Directorate of Contracting, DLA Strategic Materials, for a decision at a level above the Contracting Officer;

Unless otherwise specified, protests will be presumed to be protests to the Contracting Officer.

- b. **Pre-Award Protests.** Protests based on alleged improprieties in the solicitation that are apparent prior to bid opening or the time set for receipt of initial offers shall be filed prior to bid opening or the time set for receipt of initial offers. In negotiated sales, protests based on alleged improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation must be filed not later than the next closing time set for receipt of offers following the incorporation.
- c. **Post-Award Protests.** Protests after award shall be filed not later than 10 calendar days after the basis of the protest is known or should have been known, whichever is earlier, except for protests challenging a negotiated sale under which a debriefing is requested and provided. In that situation, and where the basis was not known prior to the debriefing, the initial protest shall be filed not later than 10 calendar days after the date of the debriefing.
- d. **Service of Protest.**
- (1) Protests seeking a decision by the Contracting Officer shall be served in writing at the following address and may be filed by mail, hand delivery, commercial delivery service, or facsimile:

ATTN: Directorate of Contracting
(Insert Name of the Contracting Officer)
DLA Strategic Materials
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile No.: (703) 767-5494 or (703) 767-5484

- (2) As an alternative to filing a protest with the Contracting Officer, bidders or offerors may seek an independent review by filing an agency-level protest with the DLA Strategic Materials Director, Directorate of Contracting. 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. A protest seeking an agency-level decision should clearly state that it is an

“Agency Level Protest Under Executive Order 12979.” The protest shall be served in writing at the following address and may be filed by mail, hand delivery, commercial delivery service, or facsimile:

ATTN: Director, Directorate of Contracting
DLA Strategic Materials
8725 John J. Kingman Road, Suite 3229
Ft. Belvoir, VA 22060-6223
Facsimile No.: (703) 767-5494

G.6 Disputes (MAR 11)

- a.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- 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. 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. 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 clause, if it is disputed either as to 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, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the

Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”

- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- 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. If the 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 dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer
- h. The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (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 6-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 action arising under the contract, and comply with any decision of the Contracting Officer.

G.7 Default (AUG 09)

- 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 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)(iii) and 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. 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.

(3) 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 the failure under this contract prior to exercising its right to terminate this contract for default and seek damages.

- b.** If the contract is terminated, the Contractor could be held liable for damages resulting from the resale of the material, as described below. The Contractor may also be liable for additional charges including, not limited to: interest, storage charges, penalty charges, consideration fees, and administrative charges relating to the termination.
- 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 resell the material within 12 months, the Contractor may be held liable for the full contract price for the quantity of material on which the default has occurred. In order to calculate the Government's 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 pricing 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 period or the date of the termination notice, whichever is earlier.
- d.** If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

- e. 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.8 Applicable Law for Breach of Contract Claim (JUL 06)

United States law will apply to resolve any claim of breach of this contract.

G.9 Bankruptcy (JAN 07)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the contracting officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed and the identity of the court in which the bankruptcy petition was filed.

G.10 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.11 Excusable Delays (DEC 07)

- 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. The Contracting Officer shall make a written determination that an excusable delay condition exists.

- c. 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.
- d. 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.12 Setoff of Funds (MAY 04)

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

G.13 Indemnification Agreement (JAN 02)

The Contractor shall save and hold harmless and indemnify the Government against any and all liabilities, claims, and costs of any 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 resulting from the acts or omissions of the Contractor, Contractor's employees, or any person subject to the Contractor's control in connection with the contract. Whether due to negligence or not of the Contractor, the Contractor agrees to reimburse the United States for any legal expenses (including salaries of attorneys) incurred by the United States in defending any and all claims or suits against the United States, whether well-founded or not, in any way whatsoever alleged to have arisen from the acts or omissions of the Contractor, Contractor's employees, or any person subject to the Contractor's control.

G.14 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 and subject to the Contractor’s supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds 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

END OF SECTION G

SECTION H – DEFINITIONS (MAY 09)

As used throughout this Solicitation, 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 terms “Offeror”, “Purchaser”, or “Contractor” may be used interchangeably.
- c.** The terms “shall” and “must” are used interchangeably.
- d.** The term “electronic commerce” means electronic techniques for accomplishing business transactions including electronic mail or messaging and World Wide Web technology.

END OF SECTION H

SECTION I – SUBMITTALS

COMPLETE AND RETURN ALL OF THE FOLLOWING:

- I.1 Sale of Government Property Negotiated Sales Contract (FEB 12)
- I.2 Item Offer Page – DLA-CHROMIUM METAL-005 (FEB 12)
- I.3 Proposed Removal Schedule (FEB 12)
- I.4 Certificate of Independent Price Determination (JAN 02)
- I.5 Certification Regarding Responsibility Matters (APR 10)
- I.6 Authorized Negotiators (MAR 11)
- I.7 Type of Business Organization (APR 96)
- I.8 Persons Authorized to Request Shipment of Material (MAR 11)
- I.9 Contractor’s Address and Billing Address (MAR 11)
- I.10 Disputes: Agreement to Use Alternative Dispute Resolution (JUL 06)

Section B Financial Information as appropriate in response to Section **B.1**, paragraph **g**.

I.2 Item Offer Page – DLA-CHROMIUM METAL-005 (FEB 12)

Item #	Depot	Contract	Lot	Origin	Drums	(Lbs.)	(ST)	Offered Price (\$/Lb.)	Total Offered Price (\$)
1777	SCOTIA, NY	57-50	4	JAPAN	63	22,131.00	11.07		
1778	SCOTIA, NY	57-50	5	JAPAN	63	22,117.00	11.06		
1779	SCOTIA, NY	57-50	6	JAPAN	63	22,099.00	11.05		
1780	SCOTIA, NY	57-50	8	JAPAN	63	22,103.00	11.05		
0331(b)	WARREN, OH	90-C-0029	3A b	DOMESTIC	28	19,908.00	9.95		
0331(c)	WARREN, OH	90-C-0029	3A c	DOMESTIC	28	19,908.00	9.95		
0331(d)	WARREN, OH	90-C-0029	3A d	DOMESTIC	28	20,294.00	10.15		
0336	WARREN, OH	90-C-0029	8	DOMESTIC	112	79,954.00	40.04		
0320	WARREN, OH	90-C-0029	12	DOMESTIC	112	79,993.00	40.04		
0321(a)	WARREN, OH	90-C-0029	13 A	DOMESTIC	56	39,816.00	20.02		
0321(b)	WARREN, OH	90-C-0029	13 B	DOMESTIC	28	19,908.00	10.01		
0321(c)	WARREN, OH	90-C-0029	13 C	DOMESTIC	28	20,225.00	10.01		

672 388,800.00 194.4

Minimum offer is one entire line item.

Company Name: _____

Name: _____ **Title:** _____

Phone: _____ **Fax:** _____

Email: _____

Signature: _____

Date: _____

I.4 Certificate of Independent Price Determination (JAN 02)

- a.** The Offeror certifies that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- b.** Each signature on the offer is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs **a.**(1) through **a.**(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs **a.**(1) through **a.**(3), above

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or offer, and the title of his or her position in the offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subparagraph **b.**(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs **a.**(1) through **a.**(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs **a.**(1) through **a.**(3) above.

- c. **If the offeror deletes or modifies subparagraph a.(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.**

I.5 Certification Regarding Responsibility Matters (APR 10)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I.6 Authorized Negotiators (MAR 11)

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

Name	Email Address
------	---------------

Title	Telephone
-------	-----------

Name	Email Address
------	---------------

Title	Telephone
-------	-----------

I.7 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.8 Persons Authorized to Request Shipment of Material (MAR 11)

The Contractor shall provide the name(s), title(s), signature(s), and telephone number(s), and email addresses of representative(s) authorized to sign Section J.3 Shipping Instructions:

_____ Typed Name	_____ Title	
_____ Signature	_____ Telephone	_____ Email Address
_____ Typed Name	_____ Title	
_____ Signature	_____ Telephone	_____ Email Address
_____ Typed Name	_____ Title	
_____ Signature	_____ Telephone	_____ Email Address

I.9 Contractor's Address and Billing Address (MAR 11)

The Contractor shall provide its address, telephone number, facsimile number, and email address in the space provided below:

The Contractor shall provide its billing address, billing telephone number, billing facsimile number, and billing email address below, if different from the address information shown above.

I.10 Disputes: Agreement to Use Alternative Dispute Resolution (JUL 06)

- a.** The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.
- b.** Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor, or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.
- a.** If you wish to opt out of this clause, check here (___). Alternate wording may be negotiated with the contracting officer.

END OF SECTION I

SECTION J – LIST OF ATTACHMENTS

- J.1 Storage Locations
- J.2 Analysis
- J.3 Shipping Instructions (MAR 11)
- J.4 Material Safety Data Sheet (SEP 08)
- J.5 Fedwire and International Wire Transfer Procedures (MAR 11)

J.1 Storage Locations

Scotia Depot, Defense Logistics Agency / DLA Strategic Materials
Route 5, Building #12
Scotia, NY 12302-9463

Depot Manager: John Eller

Telephone: (518) 370-3347
Facsimile: (518) 370-0323

Outloading Hours: 7:30 AM - 2:30 PM –MONDAY - FRIDAY
Truck

Warren Depot, Defense Logistics Agency / DLA Strategic Materials
Pine Street Extension
Warren, OH 44482-9999

Depot Manager: John Eller

Telephone: (330) 652-1456
Facsimile: (330) 652-5167

Outloading Hours 7:30 AM - 2:30 PM –MONDAY – FRIDAY
Truck

DLA/Strategic Materials Headquarters Contact:

Mr. Chuck Harder
Operations and Logistics Division
DLA Strategic Materials
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223

Telephone: (703) 767-1163
Facsimile: (703) 767-7608

J.2 Analysis

Government records indicate that the material conforms to the data provided; however, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose. See Section A.2.

Item # K0000	Location	Contract #	Lot #	Type	Producer	Cr %	C %	Si %	S %	P %	Al %	As %
1777	Scotia, NY	57-50	4	Electrolytic	Tekkosha	99.00	0.021	<0.01	0.054	<0.005	<0.005	<0.002
1778	Scotia, NY	57-50	5	Electrolytic	Tekkosha	99.01	0.020	0.024	0.059	<0.005	<0.005	<0.002
1779	Scotia, NY	57-50	6	Electrolytic	Tekkosha	99.02	0.025	<0.01	0.043	<0.005	<0.005	<0.002
1780	Scotia, NY	57-50	8	Electrolytic	Tekkosha	99.00	0.022	0.042	0.055	<0.005	<0.005	<0.002
0331	Warren, OH	90-C-0029	3A	Electrolytic	Elkem	99.78	0.015	0.012	0.002	<0.005	<0.005	<0.002
0336	Warren, OH	90-C-0029	8	Electrolytic	Elkem	99.82	0.025	<0.01	0.005	<0.005	<0.005	<0.002
0320	Warren, OH	90-C-0029	12	Electrolytic	Elkem	99.82	0.018	<0.01	0.004	<0.005	<0.005	<0.002
0321	Warren, OH	90-C-0029	13	Electrolytic	Elkem	99.81	0.026	<0.01	0.005	<0.005	<0.005	<0.002

Item # K0000	Bi %	Cu %	Fe %	Ga %	Mn %	Pb %	Sb %	Sn %	Zn %	N %	O %	H %
1777	<0.001	<0.002	0.20	<0.005	0.005	0.004	<0.002	<0.001	<0.002	0.032	0.64	0.0036
1778	<0.001	<0.002	0.17	<0.005	0.009	0.005	<0.002	<0.001	<0.002	0.031	0.64	0.0033
1779	<0.001	<0.002	0.21	<0.005	0.009	0.006	<0.002	<0.001	0.006	0.032	0.62	0.0039
1780	<0.001	<0.002	0.15	<0.005	0.005	0.003	<0.002	<0.001	<0.002	0.032	0.66	0.0044
0331	<0.001	<0.002	0.12	<0.005	0.009	<0.001	<0.002	<0.001	<0.002	0.009	0.028	<0.0002
0336	<0.001	<0.002	0.097	<0.005	0.004	<0.001	<0.002	<0.001	<0.002	0.004	0.029	0.0005
0320	<0.001	<0.002	0.097	<0.005	0.003	<0.001	<0.002	<0.001	<0.002	0.004	0.032	0.0003
0321	<0.001	<0.002	0.097	<0.005	0.002	<0.001	<0.002	<0.001	<0.002	0.002	0.021	0.0007

J.3 Shipping Instructions (MAR 11)

Shipping Request Number: _____

SHIPPING INSTRUCTIONS

1. a. Contractor: _____

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

2. a. DLA Contract No _____ b. Commodity: _____

3. Item/Pile: _____

4. Depot: _____

5. a. Quantity: _____

b. Unit Price: _____ c. Total Dollar Value: _____

6. Shipping Method: _____

7. a. Carrier Name: _____

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

8. Date Shipment Desired: _____

9. Ship To: _____

10. Minimum Load: _____

11. a. Outloader: _____ b. Telephone No.: _____

12. a. Sampler: _____ b. Telephone No.: _____

13. Copy of Payment Attached: Yes _____ No _____

14. Remarks: _____

15. Contractor's Signature: _____

Date Telephone

16. Release Approved and Authorized: _____

Contracting Officer Date

J.4 Material Safety Data Sheet – DLA-Chromium Metal-005 (SEP 08)



MATERIAL SAFETY DATA SHEET

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: CHROMIUM

TRADE NAMES/SYNONYMS:

CHROME; CHROMIUM ELEMENT; CHROMIUM METAL; METALLIC CHROMIUM; Cr;
DLA05001; RTECS GB4200000

CHEMICAL FAMILY: metal

CREATION DATE: Mar 16 1995

REVISION DATE: Sep 04 2008

2. COMPOSITION, INFORMATION ON INGREDIENTS

COMPONENT: CHROMIUM
CAS NUMBER: 7440-47-3
EC NUMBER (EINECS): 231-157-5
PERCENTAGE: 100.0

3. HAZARDS IDENTIFICATION

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

EMERGENCY OVERVIEW:

PHYSICAL DESCRIPTION: Odorless, steel-gray, lustrous 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: irritation

LONG TERM EXPOSURE: digestive disorders, lung damage

SKIN CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: kidney damage

EYE CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: tearing

INGESTION:

SHORT TERM EXPOSURE: vomiting, stomach pain, dizziness

LONG TERM EXPOSURE: no information is available

CARCINOGEN STATUS:

OSHA: No

NTP: No

IARC: No

4. FIRST AID MEASURES

INHALATION: If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing. Get immediate medical attention.

SKIN CONTACT: Wash skin with soap and water for at least 15 minutes while removing contaminated clothing and shoes. Get medical attention, if needed. Thoroughly clean and dry contaminated clothing and shoes before reuse.

EYE CONTACT: Flush eyes with plenty of water for at least 15 minutes. Then get immediate medical attention.

INGESTION: If a large amount is swallowed, get medical attention.

ANTIDOTE: dimercaprol, intramuscular.

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, dry 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.

LOWER FLAMMABLE LIMIT: 0.230 oz/ft³

6. ACCIDENTAL RELEASE MEASURES

OCCUPATIONAL RELEASE:

Notify Local Emergency Planning Committee and State Emergency Response Commission for release greater than or equal to RQ (U.S. SARA Section 304). If release occurs in the U.S. and is reportable under CERCLA Section 103, notify the National Response Center at (800)424-8802 (USA) or (202) 426-2675 (USA).

7. HANDLING AND STORAGE

STORAGE: Store and handle in accordance with all current regulations and standards. Store in a tightly closed container. Store in a cool, dry place. Store in a well-ventilated area. Keep separated from incompatible substances.

8. EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS:

CHROMIUM:

- 1 mg(Cr)/m³ OSHA TWA (metal)
- 0.5 mg(Cr)/m³ ACGIH TWA (metal)
- 0.5 mg(Cr)/m³ NIOSH recommended TWA 8 hour(s) (metal)
- 2 mg/m³ EC OEL TWA (IOELV) (metal)
- 0.5 mg/m³ UK WEL TWA 8 hour(s) (metal)

MEASUREMENT METHOD: NIOSH IV # 7024, 7300, 7301, 7303, 9102; OSHA ID121, ID125G

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: The following respirators and maximum use concentrations are drawn from NIOSH and/or OSHA.

Measurement Element:

Chromium (Cr)

2.5 mg/m³

Any quarter-mask respirator.

5 mg/m³

Any particulate respirator equipped with an N95, R95, or P95 filter (including N95, R95, and P95 filtering facepieces) except quarter-mask respirators. The following filters may also be used: N99, R99,

P99, N100, R100 or P100.

Any supplied-air respirator.

12.5 mg/m³

Any supplied-air respirator operated in a continuous-flow mode.

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

25 mg/m³

Any air-purifying, full-facepiece respirator equipped with an N100, R100, or P100 filter.

Any powered, air-purifying respirator with a tight-fitting facepiece and a high-efficiency particulate filter.

Any self-contained breathing apparatus with a full facepiece.

Any supplied-air respirator with a full facepiece.

250 mg/m³

Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode.

Emergency or planned entry into unknown concentrations or IDLH conditions -

Any self-contained breathing apparatus that has a full facepiece and is operated in a pressure-demand or other positive-pressure mode.

Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode in combination with an auxiliary self-contained breathing apparatus operated in pressure-demand or other positive-pressure mode.

Escape -

Any air-purifying, full-facepiece respirator equipped with an N100, R100, or P100 filter.

Any appropriate escape-type, self-contained breathing apparatus.

9. PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL DESCRIPTION: Odorless, steel-gray, lustrous metal in pig, ingot or tub form.

MOLECULAR WEIGHT: 51.996

MOLECULAR FORMULA: Cr

BOILING POINT: 4842 F (2672 C)

MELTING POINT: 3339-3411 F (1837-1877 C)

VAPOR PRESSURE: 1 mmHg @ 1616 C

VAPOR DENSITY: Not applicable

SPECIFIC GRAVITY (water=1): 7.20 @ 28 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: dilute sulfuric acid, hydrochloric acid

Insoluble: nitric acid, aqua regia

10. STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: None reported.

INCOMPATIBILITIES: bases, oxidizing materials, halogens, peroxides, metals

CHROMIUM:

ALKALI CARBONATES: Attacked.

ALKALIES (CAUSTIC): Attacked.

AMMONIUM NITRATE (FUSED): Violent or explosive reaction.

BROMINE PENTAFLUORIDE: Violent reaction and possible ignition.

HYDROGEN PEROXIDE: Violent decomposition reaction.

LITHIUM (MOLTEN): Vigorous reaction at elevated temperatures.

NITROGEN OXIDE: Incandescent reaction.

OXIDIZERS (STRONG): Fire and explosion hazard.

POTASSIUM CHLORATE (FUSED): Vigorous incandescent reaction.

SULPHUR DIOXIDE: Incandescent reaction.

HAZARDOUS DECOMPOSITION:

Thermal decomposition products: oxides of chromium

POLYMERIZATION: Will not polymerize.

11. TOXICOLOGICAL INFORMATION

CHROMIUM:

TOXICITY DATA: 27500 ug/kg unreported-rat LD50

CARCINOGEN STATUS: IARC: Human Inadequate Evidence, Animal Inadequate Evidence, Group 3 (Chromium metal); ACGIH: A4 -Not Classifiable as a Human Carcinogen (Chromium metal)

TUMORIGENIC DATA: 2160 ug/kg intravenous-rat TDLo/6 week(s) intermittent; 1200 ug/kg implant-rat TDLo/6 week(s) intermittent; 75 mg/kg implant-rabbit TDLo

MUTAGENIC DATA: DNA damage - human lung 1 umol/L

ADDITIONAL DATA: May cross the placenta. May be excreted in breast milk.

HEALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE:

CHROMIUM: High concentrations of dusts or fumes may cause irritation.

CHRONIC EXPOSURE:

CHROMIUM: Repeated or prolonged exposure to various chromium compounds has been reported to result in ulceration and perforation of the nasal septum, irritation of the throat and lower respiratory tract, less commonly in gastrointestinal disturbances, blood changes, pulmonary sensitization, pulmonary pneumoconiosis or fibrosis, and rarely liver effects. These effects have not been reported from exposure to the metal per se.

SKIN CONTACT:

ACUTE EXPOSURE:

CHROMIUM: Contact with dusts or powder may cause irritation.

CHRONIC EXPOSURE:

CHROMIUM: Repeated or prolonged exposure to various chromium compounds has been reported to cause various types of dermatitis, including eczema, "chrome holes", sensitization, and, in contact with

damaged skin, kidney damage. These effects have not been reported from exposure to the metal per se.

EYE CONTACT:

ACUTE EXPOSURE:

CHROMIUM: Contact with dusts or powders may cause irritation.

CHRONIC EXPOSURE:

CHROMIUM: Repeated or prolonged exposure to some chromium compounds may cause conjunctivitis and lacrimation. These effects have not been reported from exposure to the metal per se.

INGESTION:

ACUTE EXPOSURE:

CHROMIUM: Chromium metal is poorly absorbed by the intestinal tract. Absorption of sufficient amounts of some chromium compounds may result in dizziness, intense thirst, abdominal pain, vomiting, shock, oliguria or anuria, and uremia, which may be fatal.

CHRONIC EXPOSURE:

CHROMIUM: No data available.

12. ECOLOGICAL INFORMATION

ECOTOXICITY DATA:

FISH TOXICITY: 14300 ug/L 96 hour(s) LC50 (Mortality) Common, mirror, colored, carp (*Cyprinus carpio*)

INVERTEBRATE TOXICITY: 2000 ug/L 0-5 hour(s) LETH (Mortality) Copepod (*Tisbe holothuriae*)

ALGAL TOXICITY: 3000-5000 ug/L NR hour(s) (Population Growth) Blue-green algae (*Synechocystis aquatilis*)

PHYTOTOXICITY: 9900 ug/L 32 week(s) EC50 (Biomass) Water-milfoil (*Myriophyllum spicatum*)

FATE AND TRANSPORT:

BIOCONCENTRATION: 20-40 ug/L NR week(s) BCF (Residue) Common bay mussel, blue mussel (*Mytilus edulis*) 100 ug/L

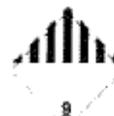
13. DISPOSAL CONSIDERATIONS

Hazardous Waste Number(s): D007. Dispose of in accordance with U.S. EPA 40 CFR 262 for concentrations at or above the Regulatory level. Regulatory level- 5.0 mg/L. Dispose in accordance with all applicable regulations.

14. TRANSPORT INFORMATION

U.S. DOT 49 CFR 172.101:

PROPER SHIPPING NAME: RQ Environmentally hazardous substances, solid, n.o.s. (CHROMIUM)



ID NUMBER: UN3077
HAZARD CLASS OR DIVISION: 9
PACKING GROUP: III
LABELING REQUIREMENTS: 9

CANADIAN TRANSPORTATION OF DANGEROUS GOODS:
SHIPPING NAME: Environmentally hazardous substance, solid, n.o.s. (CHROMIUM)
UN NUMBER: UN3077
CLASS: 9
PACKING GROUP/CATEGORY: III

LAND TRANSPORT ADR:
PROPER SHIPPING NAME: Environmentally hazardous substance, solid, n.o.s. (CHROMIUM)
UN NUMBER: UN3077
CLASS: 9
CLASSIFICATION CODE: M7
PACKING GROUP: III
LABELS: 9

LAND TRANSPORT RID:
PROPER SHIPPING NAME: Environmentally hazardous substance, solid, n.o.s. (CHROMIUM)
UN NUMBER: UN3077
CLASS: 9
CLASSIFICATION CODE: M7
PACKING GROUP: III
LABELS: 9

AIR TRANSPORT IATA:
PROPER SHIPPING NAME: Environmentally hazardous substance, solid, n.o.s. (CHROMIUM)
UN/ID NUMBER: UN3077
CLASS OR DIVISION: 9
HAZARD LABELS: 9
PACKING GROUP: III

AIR TRANSPORT ICAO:
PROPER SHIPPING NAME: Environmentally hazardous substance, solid, n.o.s. (CHROMIUM)
UN NUMBER: UN3077
CLASS OR DIVISION: 9
LABELS: 9
UN PACKING GROUP: III

MARITIME TRANSPORT IMDG:
PROPER SHIPPING NAME: Environmentally hazardous substance, solid, n.o.s. (CHROMIUM)
UN NUMBER: UN3077
CLASS OR DIVISION: 9
PACKING GROUP: III

15. REGULATORY INFORMATION

U.S. REGULATIONS:

CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):
CHROMIUM: 5000 LBS RQ (solid metal particles < 100 micrometer diameter (0.004 inches))

SARA TITLE III SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30):
Not regulated.

SARA TITLE III SECTION 304 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.40):
Not regulated.

SARA TITLE III SARA SECTIONS 311/312 HAZARDOUS CATEGORIES (40 CFR 370.21):
ACUTE: No
CHRONIC: No
FIRE: No
REACTIVE: No
SUDDEN RELEASE: No

SARA TITLE III SECTION 313 (40 CFR 372.65):
CHROMIUM

OSHA PROCESS SAFETY (29CFR1910.119): Not regulated.

STATE REGULATIONS:
California Proposition 65: Not regulated.

CANADIAN REGULATIONS:
WHMIS CLASSIFICATION: Not determined.

EUROPEAN REGULATIONS:
EC CLASSIFICATION (CALCULATED): Not determined.

EC RISK AND SAFETY PHRASES:

R 64	May cause harm to breastfed babies.
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GERMAN REGULATIONS:
WATER HAZARD CLASS (WGK):
STATE OF CLASSIFICATION: VwVwS
CLASSIFICATION UNDER HAZARD TO WATER: 0

NATIONAL INVENTORY STATUS:
U.S. INVENTORY (TSCA): Listed on inventory.

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

16. OTHER INFORMATION

MSDS SUMMARY OF CHANGES

14. TRANSPORT INFORMATION

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J.5 Fedwire and International Wire Transfer Procedures (MAR 11)

Fedwire (domestic wire transfer)

The Sender must use a bank that offers Fedwire funds transfer capability. Information regarding Fedwire, including listings of Fedwire funds transfer participants, may be found at <http://www.frbervices.org>.

To ensure the funds are credited to DLA Strategic Materials the following information is required for any wire transfer of funds.

1. Bank Name, Location, and Routing Number.

Bank Name: TREAS NYC
Location: New York, NY
Routing Number: 021030004

2. Amount of funds to be transferred.

3. Beneficiary Identifier: 00006355
Beneficiary Name: DFAS/STRATEGIC MATERIALS

4. Third Party Information – Contractor’s Name, Commodity, and Contract Number.

NOTE:

Under Item 3, the number 00006355 is the ALC = Agency Location Code (this is the same as account number)

International Wire Payment

The following information is required for payments made through international wire payment.

1. Bank Name, Bank Address, Swift Code, Account Number, ABA Number, Account Name.

Bank Name: Citibank
Bank Address: 388 Greenwich Street, New York, NY 10013
Swift Code: CITIUS33XXX
Account Number: **36838868**
ABA Number: 021000089
Account Name: **Federal Reserve Bank of New York/ITS**

IMPORTANT NOTE: All international wire payments must include the following reference for payments to post to the Defense Finance and Accounting Service (DFAS) account:

ITSALC00006355DOD Columbus

2. Amount of funds to be transferred.

3. Addendum Information: Payment for Contract No. _____
Invoice No. _____