



DEFENSE LOGISTICS AGENCY
DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 3229
FT. BELVOIR, VIRGINIA 22060-6220



June 11, 2003

IN REPLY
REFER TO DNSC-C2

Dear Prospective Contractor:

On Monday, June 30, 2003, the Defense National Stockpile Center (DNSC) will commence its Strategic Supply Alliance tungsten sales program. Under the Strategic Supply Alliance (SSA), prospective customers must pre-qualify to participate in the spot tungsten ores and concentrates sales and to be considered for subsequent contract award(s). Before customers are qualified to engage in the quoting process, they must submit a completed SSA package to the tungsten contract specialist, who will evaluate the agreement package and render an approval decision in writing to the customer. Please refer to page 8 of the SSA for the sale of tungsten for the specific submission requirements to qualify and participate in the spot tungsten sales program.

Please find attached a final copy of the Strategic Supply Alliance (SSA) for the Tungsten Ores and Concentrates. The SSA is a new format for the offering of tungsten ores and concentrates for sale. This new sales approach will enable the Defense National Stockpile Center (DNSC) to offer material seven days a week, twenty-four hours a day. Material available for sale is posted on the web-site, however all participant must also register on the web-site and obtain a log in and password as all quotes are only accepted electronically through the DNSC web-site. On June 30, 2003, the web-site will be activated to allow submission of quotes for all registered and qualified companies.

Any questions regarding the DNSC Tungsten sale program should be directed to Debbie Nicholson at (703) 767-5478 or Rick Talbott at (703) 767-5497.

Sincerely,

//s//

Debbie Nicholson
Contract Specialist

Enclosure

STRATEGIC SUPPLY ALLIANCE (SSA)

DLA-TUNGSTEN ORES AND CONCENTRATES-004



*Defense Logistics Agency
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223*

**STRATEGIC SUPPLY ALLIANCE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND**

This Agreement governing the sale of tungsten ores and concentrates under Strategic Supply Alliance, DLA-TUNGSTEN ORES AND CONCENTRATES-004 (the SSA), is entered into as of the _____ day of _____ 20__ between the United States of America, represented by the Contracting Officer, and _____ represented by _____.

This Agreement shall be effective upon signature by the Contracting Officer and shall incorporate the terms of the Acceptance Letter. The terms and conditions of any subsequent sale of material are as set forth in the SSA, which shall be incorporated into each contract awarded pursuant to this Agreement unless otherwise specified in the Acceptance Letter or the executed Quote/Award Form (Section J.1). In the event of a conflict between the SSA, the Acceptance Letter or the executed Quote/Award Form, the terms of the executed Quote/Award Form shall govern.

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

(Company Name)

United States of America

By: _____
Signature

By: _____
Signature

Name of Signer

Name of Contracting Officer

Title of Signer

Date Signed

Date Signed

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STRATEGIC SUPPLY ALLIANCE

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SECTION A – AGREEMENT/CONTRACT FORM

A.1 Introduction (JUN 99)

The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC) is soliciting quotes for the sale of tungsten ores and concentrates under Fiscal Year 2003. Any offering of tungsten ores and concentrates under Solicitation **DLA-TUNGSTEN ORES AND CONCENTRATES-004** (the SSA) from the U.S. Defense Logistics Agency, Defense National Stockpile Center's Internet Website, <https://www.dnsc.dla.mil>, is subject to the terms and conditions of this solicitation.

A.2 Strategic Supply Alliance (SSA) (FEB 03)

- a. The terms and conditions of this Strategic Supply Alliance Agreement shall be incorporated into any resulting contract, unless otherwise specified in the Acceptance Letter or the Quote/Award Form, J.1. By submitting a quote under this Solicitation, the quoter agrees to the terms and conditions of the Strategic Supply Alliance, as specified in the Agreement, Acceptance Letter, and Quote/Award Form.
- b. Contracts awarded under this Agreement shall be fixed price.
- c. An executed **Section J.1 Quote/Award Form**, signed by a Contracting Officer, together with this Agreement and the Acceptance Letter shall constitute the Contract.

A.3 Web Page (JUN 99)

All material available for sale under this Agreement shall be posted on the DNSC web site at <https://www.dnsc.dla.mil>. All interested parties must pre-register to participate in the sale of tungsten ores and concentrates under this solicitation. Quoters shall check the web site to determine what material is available. Quotes may be submitted at any time of day; however, quotes received after 3:00 p.m., local time, Fort Belvoir, VA, will be considered as having been received the next business day. The web-site will indicate the maximum amount of material that will be available each month, as well as the remaining balance for that month.

A.4 Material Description (JAN 95)

- a. A description of the material offered for sale will be listed on the web-site. The material is located at the storage location(s) specified.
- b. Government analyses indicate that the material conforms to the data listed on the web-site; **however, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose.**

A.5 Payment Terms (JAN 02)

The maximum acceptable payment terms are net thirty (30) calendar days from date of award.

A.6 Financial Exposure Limit (MAR 02)

- a. DNSC will establish a financial exposure limit (maximum level of business DNSC will allow) for each Quoter. The financial exposure limit shall be determined based upon the following:
 - (1) Financial Position of the Quoter
 - (2) Past Performance
 - (3) References (Suppliers, Financial Institutions)
 - (4) Credit Reports
- b. If the Contractor reaches its financial exposure limit, subsequent sales will cease until either the Contractor satisfactorily performs existing contracts or DNSC increases the exposure limit.

A.7 Foreign Trade Statistics Regulations (MAR 02)

- a. The Contractor shall determine any export license requirements, obtain any export licenses or other official authorization required for export, and carry out any US Customs formalities for the export of any material awarded under this Agreement.
- b. The Contractor shall comply with United States Bureau of Export Administration Foreign Trade Statistics and Export Administration Regulations as set forth in 15 CFR Parts 30 and 732 (as amended by 65 Federal Register (FR) 42556-42575, July 10, 2000 or any subsequent rule making).
- c. If the Contractor is not a United States domestic entity or does not have a physical presence in the United States, and the material is to be exported, the Contractor shall either—
 - (1) Engage a United States Forwarding Agent or other agent in accordance with 15 CFR 30.4(a) and (c); or
 - (2) Engage a United States Order Party, in accordance with 15 CFR 30.4(a)(1)(iii), to conduct all negotiations, correspondence, and arrangements for sale, and to arrange for export of the material purchased.
- d. The Defense National Stockpile Center shall not be named as the United States Principal Party in Interest and will not execute any Shipper's Export Declaration required by the Foreign Trade Statistics regulations.

SECTION B – PREQUALIFICATION (JUN 99)

1. Quoters must be pre-qualified in order to submit quotes and be considered for award.
2. Quoters shall complete the following documents and submit them to the address shown in **paragraph 4**, below:
 - a. **Strategic Supply Alliance Agreement**; (see Page 2); and
 - b. **Sections I.2 through I.6.**
3. Quoters shall submit copies of the most recent income statement and balance sheet for the company and any other documentation that will verify their financial level of business transactions; e.g., a list of references, if they have not already done so.
4. Quoters shall submit the documentation to the following address/facsimile number:

Defense National Stockpile Center
Attn: Tungsten Contract Specialist, DNSC-C2
8725 John J. Kingman Road
Suite 3229
Fort Belvoir, Virginia 22060-6223
Fax: (703) 767-5494
5. The Government will evaluate the documentation to determine whether or not the Quoter is considered responsible and eligible for award. Quoters will not be pre-qualified unless the Contracting Officer makes an affirmative determination of responsibility.
6. To be determined responsible, Quoters shall have adequate financial resources, a satisfactory performance record with DNSC, and a satisfactory record of integrity and ethics. For example, a Quoter may be determined to be non-responsible and ineligible to submit quotes under this Agreement if there is a record of poor payment (e.g., checks returned for insufficient funds) or poor performance (e.g., failure to pay for or remove material on time). In addition to looking at past performance, DNSC will also review the current Dun & Bradstreet report.
7. If the Contracting Officer determines that the Quoter is responsible, the Contracting Officer will sign the Agreement and return one copy to the Quoter. The Contracting Officer will also transmit an Acceptance Letter that will set forth the financial exposure limit and identify whether or not any specially requested terms have been granted.

8. The Quoter will not be eligible to submit quotes until receipt of the Agreement signed by the Contracting Officer.
9. DNSC may require the Contractor to submit updated information at any time during the Agreement period.
10. Quoters shall be required to re-qualify annually.

SECTION C – QUOTES**C.1 Submission of Quotes (JUN 99)**

- a. The Government will post any material available for sale on its web site at <https://www.dnsc.dla.mil>.
- b. All pre-qualified Quoters are invited to quote.
- c. All quotes and modifications shall be submitted in accordance with **Section C.5 Online Submissions**.
- d. Quoters seeking to alter the provisions of the SSA or other terms previously agreed upon shall be considered nonresponsive and ineligible for award.
- e. Quotes may be submitted every business day by 3:00 p.m. local time, Ft. Belvoir, VA and shall remain valid for one business day. Quotes received after 3:00 p.m., local time, will be considered as received the next business day.
- f. If its quote is accepted by the Government within the time frame set in paragraph e above, the Quoter agrees to purchase any or all material quoted on at the price quoted and to take delivery within the removal period specified in the executed **Section J.1, Quote/Award Form**.

C.2 Web Site Information (JAN 02)

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

James Jenkins (703) 767-6529

- c. Quoters needing additional information on sales for any given day should contact one of the following:

Debbie Nicholson (703) 767-5478
Rick Talbott (703) 767-5497, or
DNSC Contracting (703) 767-6500

- d. **Note: Adobe Acrobat Reader is required to view the attachments on the web site (i.e. Basic Ordering Agreement, Quote Form.) Adobe Acrobat Reader is available to download through the Internet at www.adobe.com. There is no charge to download this program.**

C.3 Offer Price (JUN 99)

Quotes for tungsten shall be expressed as a fixed dollar and cent value per pound of tungsten.

C.4 Minimum Quantity (JUN 99)

Quotes shall be submitted for a minimum of one item. Items will not be split.

C.5 Online Submissions (FEB 03)

- a. Quotes submitted electronically constitute an electronic signature certifying that the official submitting the quote has authority to bind the company.
- b. In order to register to submit online quotes, quoters must pre-qualify in accordance with Section B and receive an executed copy of the Agreement. Detailed instructions for registration are provided on the web-site under the "Register" button.
 1. To register, access the DNSC web-site at <https://www.dnsc.dla.mil> and click the "Register" button.
 2. Quoters will be prompted to complete online the certification clauses identified in Section I.
 3. Each authorized Quoter must create a login and password unique to that Quoter.
 4. After completion of all the requested information, the Quoter shall submit the registration for review.
 5. After review, DNSC will activate the login and password, allowing the authorized Quoter to submit quotes on behalf of each company with an executed Agreement.
 6. Quoters will be notified via e-mail that their accounts have been activated.
 7. Detailed instructions are available by clicking on the "Help" button. For further technical online registration assistance only, quoters may contact Peter Kim at (703) 767-5520. For any other information, quoters may contact Debbie Nicholson, contract specialist at (703) 767-5478.
- c. After a Quoter account has been activated, Quoters may proceed to the "Login" screen to view solicitations for commodities available under the Strategic Supply Alliance.

- d. Submission of an online quote will result in the generation of a Quote/Award Form (J.1)

C.6 Withdrawals of Quotes (FEB 03)

Quotes may be withdrawn on-line any time before acceptance.

C.7 Consideration of Quotes (JUN 99)

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

C.8 Evaluation of Quotes (JUN 99)

- a. Quotes will be evaluated on the basis of prices offered as may be adjusted by any special terms previously negotiated.
- b. To participate in sales and be considered for award, Quoters must be pre-qualified in accordance with **Section B**.

C.9 Responsiveness of Quotes (JUN 99)

- a. To be considered for award, quotes must be responsive. A responsive quote is one that **fully complies** with the terms of the Agreement and in which the intent of the Quoter is clear on its face.
- b. A quote must clearly state the unit price (fixed price only) for each line item.
- c. Any quote that requires the Government to exercise judgment with respect to quantity or price will render the quote nonresponsive and ineligible for award. For example, failure to fill in the unit price for **each** line item on the Quote/Award Form for which a quote is submitted may render the quote(s) nonresponsive and ineligible for award.

- d. Any quote submitted for less than the minimum quantity set forth in C.4 will be rendered nonresponsive.
- f. Quotes that reject, modify or add terms, conditions or provisions shall render the quote nonresponsive and ineligible for award.

C.10 Tie Quote Procedures (JUN 99)

In the event that quotes of an equal unit price are received for a single line item, lots will be drawn to determine the successful quoter for the material.

C.11 Contract Award (JUN 99)

A written award or acceptance of a quote signed by the Contracting Officer and furnished to the successful Quoter(s) in accordance with C.1.e shall result in a binding contract incorporating all the terms and conditions of the Agreement unless otherwise stated in the executed **Section J.1 Quote/Award Form**.

C.12 Unsuccessful Quoters (JUN 99)

The Contract Specialist will notify unsuccessful Quoters telephonically at the earliest practicable time.

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

- a. Payment shall be made in U.S. dollars.
- b. Payment shall be made by wire transfer, U.S. Postal Service money order, or company or bank check.
 - (1) Wire transfer payment shall be made in accordance with instructions in **Section J.4**. Fees for wire transfers are the responsibility of the Contractor. If payment is by wire transfer and the wrong account number is used, shipment of material may be delayed by up to one week or the wire transfer may be returned to the sender.
 - (2) All checks must be drawn on a U.S. domestic bank or on the United States branch of an acceptable foreign bank and must be payable in United States currency. **A service charge of \$100.00 will be applied to all returned checks.**
- c. Payment shall be made to the **Defense Finance and Accounting Service – Columbus (DFAS – Columbus)**. If a check is not made payable to DFAS – Columbus, the check may be returned and the \$100.00 fee stated in Section **D.1.b.** charged. Payment shall be accompanied by **identifying information including the contract number, invoice number, and a description of the material purchased**. Payments without the required identification may be returned and shipment delayed. Payments shall be sent to:

ATTN: DNSC-R, Accounts Receivable
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 3229
Fort Belvoir, Virginia 22060-6223
- d. Invoices issued for adjustments for variations in quantity or weight, storage charges, or interest shall be paid promptly.
- e. If payment is not made in full within 30 calendar days of issuance of an invoice, the Government will issue a “demand” letter, demanding payment of the outstanding amount. If all monies due are not paid within 30 calendar days after the date of the Government’s demand letter, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be released until all delinquent charges are paid. (**See Sections F.1a. and G.11**).

D.2 Payment Due Date (NOV 02)

- a. Payment due dates will be applied as follows:
 1. If payment terms are not extended, payment will be made before shipment of material and before the end of the contract period specified in the executed Section J.1 Quote/Award Form.
 2. If payment terms are approved, then the Contractor shall pay the Government the full amount of each shipment no later than 30 calendar days after DNSC receives current, accurate, and complete Shipping Instructions. Notwithstanding any other provision of the Agreement, payment is due with or without the issuance of an invoice by the Government. If the Contractor fails to make payment timely, the Contractor will be considered delinquent (see Section D.1.e, F.1.a, and G.11), and the Government, at its sole discretion, may revoke payment terms and take other appropriate action in accordance with Section G.8.
 3. If payment is not received by 4:30 p.m. local time, on the payment due date, payment will not be credited until the next Government business day. Interest and late fees will accrue accordingly.
 4. In the event the payment due date falls on a Saturday, Sunday, or holiday, then the payment due date will be extended to the next Government business day.

D.3 Interest (JUN 02)

- a. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph b. below.
- b. Amounts shall be due at the earliest of the following dates:
 - (1) The final day of the contract period specified in Section J.1 Quote/Award Form 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.

SECTION E – MATERIAL REMOVAL**E.1 Removal of Material (JAN 02)**

- a. The contract period begins on the date of contract award and shall expire thirty (30) calendar days from the date of contract award.
- b. If the Contractor fails to pay for and remove the material on or before the last day of the contract period, the Contractor will be considered delinquent and no material will be shipped until payment has been received.
- c. The contract period includes Saturday, Sunday, and holidays. If the last day of the contract period is a Saturday, Sunday, holiday, or the storage location is otherwise closed that day, the period of contract performance will be extended to the next Government workday.

E.2 Storage Charges (JUL 97)

- a. Storage charges shall be assessed on all material remaining after the last day of the contract period. 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 or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in **Section G.8, Default** of the Solicitation.
- b. The storage charges are the greater of the following:
 - (1) \$0.03 per short ton (bulk weight), if a fraction of a ton remains the charge will be for a full ton per 30 day period regardless of whether the material remains in storage a period of 30 days or less than 30 days;
 - (2) Commercial storage charges, if applicable.
- c. Storage charges will be invoiced upon shipment. Payment shall be made promptly.
- 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.8, Default**).

SECTION F –SHIPPING**F.1 Request for Shipment (MAY 02)**

- a. Delivery is F.O.B. carrier's conveyance. At least two (2) working days prior to the date the shipment is required to commence, the Contractor shall furnish commercial bills of lading to the designated depot. Simultaneously, the Contractor shall complete and fax the form in **Section J.2 Shipping Instructions** to the Contracting Officer. The Government will only accept shipping instructions from those individuals designated in **Section I.5, Persons Authorized to Request Shipment of Material**, as being authorized to release material on behalf of the Contractor. **No material will be released under the provisions of this contract or any other contract the Contractor has with the DNSC until all outstanding delinquent charges and payments have been satisfied.**
- b. "Shipping Instructions" shall include the following:
- (1) Item number to be shipped
 - (2) Quantity of material to be shipped.
 - (3) Designation of type and kind of conveyance.
 - (4) Name of carrier (please include a telephone number where this contact can be reached).
 - (5) "Ship to" location.
 - (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.
- c. The shipping schedule shall allow sufficient time for the Government to reasonably meet the 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 website.
- d. If outloading is to be accomplished by truck, the Government will provide the 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. If outloading is to be accomplished by rail, the Government will provide materials and will block, chock, brace, and/or band as necessary to secure the cargo.
- f. Contractor shall be responsible for demurrage charges, damage to rail tracks and switches, or any costs associated with derailment.
- g. 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.
- h. Requests for shipment shall be for a minimum of one truckload, or if the remaining balance is less than one truckload, then for the balance at the location or on the contract. Shipping instructions and information requested in paragraph a., above, are to be furnished to the following address:

Defense National Stockpile Center
ATTN: Tungsten Contract Specialist
8725 John J. Kingman Road
Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile Number: (703) 767-5494

- g. The Government shall determine the order in which the material is scheduled, coordinated and outloaded.

F.2 Insurance Requirements (APR 95)

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 automobiles used in connection with performing the contract. Policies covering automobiles 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 overpackaged 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 (JUL 97)

- 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 per shipment*, the Contractor may give written 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-eighth 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 completed.

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 for any

personal injury, illness, disability or death to the Contractor, Contractor's employees or any other person subject to the 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 Environmental Protection (JUN 95)

a. Transportation Requirements

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

b. Material Safety Data Sheets

- (1) Contractors are warned that unprotected exposure to hazardous substances, hazardous materials and hazardous chemicals may significantly increase the risk of health problems. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) and any other Federal, state or local laws, codes, ordinances, and regulations (including obtaining any required licenses or permits) governing exposure to, and storage, handling, transportation, and disposition of, this material.
- (2) Material Safety Data Sheets as required by OSHA Hazard Communication Standard – 29 CFR 1910.1200 are incorporated herein (**See Section J.3**). This data provides specific toxicity and health related data for the protection of human health and environment. Contractors should review this information carefully. It is the responsibility of the Contractor to further communicate this information

to the distributor, manufacturer, user and/or transporter of this material as may be required by Federal regulations.

- (3) Contractors shall also refer to 29 CFR 1910, Occupational Safety and Health Standards, specifically section 1910.1000 through 1050. These occupational standards set standards for permissible exposures, methods of compliance, personal protective equipment, and other measures that must be taken when working with, or in proximity to, hazardous materials, chemicals and substances in the United States and its territories and possessions.

c. Use and Disposition

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

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Effective Period (JUN 99)

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

G.2 Amendments and Modifications (JAN 95)

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

G.3 Title (JUL 02)

Title to the material shall pass to the Contractor upon payment or shipment of material, whichever comes first.

G.4 Risk of Loss (JUL 02)

- a. After the award of the contract and prior to receipt of payment, 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 or 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.5 Limitation on Government's Liability (JAN 95)

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

G.6 Protests (NOV 02)

a. **General.** Companies may file a protest over sales under this Agreement with the

- 1) General Accounting Office (GAO)
- 2) Director, Directorate of Stockpile Contracts, DNSC, for a decision at a level above the Contracting Officer
- 3) Contracting Officer

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

b. Pre-Award Protest

A protest by a company concerning the terms of this Agreement shall be filed before the company submits a completed Strategic Supply Alliance package as specified in Section B. Protests concerning the terms of any Request for Quotes hereunder shall be filed prior to the time set for receipt of quotes.

c. 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 from challenging a 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) A protests to the General Accounting Office shall be filed in writing, in accordance with 4 CFR 21, at the following address:

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

A copy of any protest to the GAO shall be served on the Contracting Officer at the address in (3) below, within one day of filing the protest. Firms seeking to file a protest with GAO are advised to consult the GAO regulations at 4 CFR 21 and the GAO publication, **Bid Protests at GAO: A Descriptive Guide**. Copies of these documents are available from the General Accounting Office.

- (2) As an alternative to filing a protest with the Contracting Officer, quoters may seek an independent review by filing an agency-level protest with the DNSC Director, Directorate of Stockpile Contracts. 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 carrier, or fax:

Attn: DNSC-C, Director, Directorate of Stockpile Contracts
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile No.: (703) 767-5411

- (3) Protest 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 carrier, or fax:

Attn: DNSC-C, Richard A. Talbott
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile No.: (703) 767-5484 or (703) 767-5494

G.7 Disputes (FEB 03)

- 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 a liability or amount or is not acted upon in a reasonable time.

- d. (1) A claim by the Contractor shall be made in writing and, 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.8 Default (FEB 03)

- 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 Government terminates the contract, the Contractor shall be held liable for damages as described below. However, in no event will damages exceed the original contract price.
 - c. If the Government terminates the contract for default, it may subsequently resell the material for the Contractor's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Contractor the difference between the contract price and the price obtained on resale. In no event will the Contractor be refunded any money if the Government obtains a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government

does not 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.

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

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

G.10 Excusable Delays (MAY 95)

- a. In the event either party should be prevented from performing under this contract by reason of any unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, sovereign acts of the United States, acts of a foreign Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, performance under the contract shall be suspended in whole or in part until the cause ceases to exist and thereafter the time for fulfillment of the contract shall be extended by the length of time during which the cause prevented performance under the contract.
- b. This section shall also apply to an excusable delay condition that prevents delivery at a consignee's plant if –
 - (1) the delay meets the criteria in paragraph a. above; and

- (2) the identity of the consignee is known to the Government prior to commencement of the excusable delay condition.
- c. The Contractor shall notify the Contracting Officer, in writing, of the nature and extent of the excusable delay condition promptly after the commencement thereof, but in any event prior to outloading of the material from the storage location from which it is to be shipped. The Contractor shall notify the Contracting Officer, in writing, within ten (10) calendar days when the excusable delay condition ceases to exist.

G.11 Setoff of Funds (JUL 98)

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

G.12 Indemnification Agreement (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 connection 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, the Contractor's employees, or any person subject to the Contractor's control in connection with this 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, the Contractor's employees, or any person subject to the Contractor's control.

G.13 Covenant Against Contingent Fees (JAN 95)

- a. The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- b. "Bona fide agency," as used in this paragraph, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

- c. "Bona fide employee," as used in this 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 officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

SECTION H – DEFINITIONS (APR 02)

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

- a. The term “Contracting Officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- b. The terms “Quoter”, “Purchaser”, or “Contractor” may be used interchangeably.
- c. The term "Agreement" means the SSA, Acceptance Letter, Quote/Award Form and executed Agreement.
- d. The terms ”shall” and “must” are used interchangeably.

SECTION I – SUBMITTALS

The following clauses are self-certified by the quoter on JI.1 Quote/Award Form at the time of on-line quote submission. Online quote submission will automatically generate a J.1 Quote/Award Form:

- I.2** Certificate of Independent Price Determination (JAN 02)
- I.3** Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JUL 97)

COMPLETE AND RETURN THE FOLLOWING:

Strategic Supply Alliance agreement page

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

I.1 Shopping List (JUN 03)

Please see web-site for a listing of material available at <https://www.dnsc.dla.mil> .

I.2 Certificate of Independent Price Determination (JAN 02)

- a. The Contractor certifies that:
 1. The prices in each quote have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Quoters or competitor relating to (i) each quote, (ii) the intention to submit a quote, or (iii) the methods or factors used to calculate the price quoted;
 2. The prices in each quote have not been and will not be knowingly disclosed by the Quoter, directly or indirectly, to any other Quoter or competitor before contract award unless otherwise required by law; and
 3. No attempt has been made or will be made by the Quoter to induce any other concern to submit or not to submit a quote for purposes of restricting competition.
- b. Each signature on the quote is considered to be a certification by the signatory that the signatory:
 1. Is the person in the Quoter's organization responsible for determining the prices being quoted, and that the signatory has not participated and will not participate in any action contrary to subparagraph a.(1) through a.(3) above; or
 2. (i) Has been authorized, in writing, to act as agent;

(ii) As an authorized agent, does certify that the principals have not participated, and will not participate, in any action contrary to **subparagraphs a.1 through a.3** above.
- c. If the Quoter deletes or modifies **subparagraph a.(2)** above, the Quoter must furnish with its Quote a signed statement setting forth in detail the circumstances of the disclosure.

I.3 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)

- a. (1) The Contractor certifies, to the best of its knowledge and belief, that –
 - (i) The Contractor and/or any of its Principals –

- (A) 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 Agreement, 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 quotes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statement, or receiving stolen property; and
- (C) Are (____) are not (____) presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision a.(1)(i)(B) of this provision.
- (D) Are (____) are not (____) presently indicted for or otherwise criminally or civilly charged by a Federal, state or local entity with violation of any environmental laws;
- (E) Have (____) have not (____) within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for violation of a Federal, state or local environmental statute or regulation.
- (ii) The Contractor has (____) has not (____), within a three-year period preceding this Agreement, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(3) If the Contractor answers affirmatively to anything in a.(1), above, the Contractor shall include in its Agreement an explanation of the circumstances, including the outcome.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

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

I.4 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.5 Persons Authorized to Request Shipment of Material (FEB 98)

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

Instructions:

Typed Name

Title

Signature

Telephone

Typed Name

Title

Signature

Telephone

I.6 Contractor's Billing Address (JUL 96)

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

SECTION J – LIST OF ATTACHMENTS

J.1 Quote/Award Form (Feb 03)

J.2 Shipping Instructions (JAN 95)

J.3 Material Safety Data Sheets (MAR 02)

J.4 Fedwire Procedures (JAN 95)

J.1 Quote/Award Form

<p>CONTRACT NUMBER: SPO833- _____ _____ _____</p>	<p>To: DLA/DNSC Attn: Tungsten Contract Specialist, DNSC-C2 8725 John J. Kingman, Suite 3229 Fort Belvoir, VA 22060-6223</p>
<p>Date of Quote: _____</p>	<p>Please fax quote to: (703) 767-5541</p>

Invoice/Payments to:
 DLA/DNSC-R Accounts Receivable
 8725 John J. Kingman, Suite 3229
 Fort Belvoir, VA 22060-6223

This contract is entered into by and between the United States of America, hereinafter called the "Government", represented by the Contracting Officer executing this contract and the Contractor identified below. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of the Basic Ordering Agreement (BOA), DLA-Tungsten Ores and Concentrates-004. In the event of a conflict between the terms of the BOA, the Acceptance Letter and the Quote/Award form, the terms of the Quote/Award form shall govern.

Item	Type	Location	Bulk Wt.	LBs W	STU	Unit Price	Total
		CONTRACTOR QUOTE					

Quote was prepared in accordance with I.3 and I.4 of the agreement. Quoter's initials required. _____

		Award by the Government					

CONTRACT REMOVAL PERIOD EXPIRES ON: _____

Execution by the Contractor	Acceptance by the Government
<p>Date (Day, Month, Year) _____ Signature of Contractor _____ Name & Title of person authorized to sign this quote _____ Telephone Number: _____ Facsimile Number: _____</p>	<p>United States of America Date: _____ By: _____ Name of Contracting Officer: _____</p>

J.2 Shipping Instructions (JAN 95)

1. a. Company Name: _____

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

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

3. Item: _____

4. Depot: _____

5. a. Quantity: _____ b. Unit Price: \$ _____

c. Total Value: \$ _____

6. Shipping Method: _____

7. a. Carrier Name: _____

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

8. Date Shipment Desired: _____

9. Ship To: _____

10. Remarks: _____

11. Authorized Personnel to Request Shipment of Material:

Name (Printed).....

.....
..... **Signature**

.....
.....

..... **Date**

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J.3 Material Safety Data Sheets (MAR 02)

MATERIAL SAFETY DATA SHEET**SECTION 1 CHEMICAL PRODUCT AND COMPANY IDENTIFICATION**

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

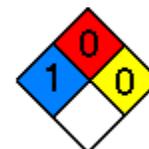
EMERGENCY TELEPHONE NUMBER:
1-800-424-9300 (NORTH AMERICA)
1-703-527-3887 (INTERNATIONAL)

SUBSTANCE: TUNGSTEN**TRADE NAMES/SYNONYMS:**

WOLFRAM; TUNGSTEN ELEMENT; W; DLA24540; RTECS YO7175000

CHEMICAL FAMILY: metal**CREATION DATE:** Jul 01 1992**REVISION DATE:** Sep 16 2002**SECTION 2 COMPOSITION, INFORMATION ON INGREDIENTS**

COMPONENT: TUNGSTEN
CAS NUMBER: 7440-33-7
EC NUMBER (EINECS): 231-143-9
PERCENTAGE: 100

SECTION 3 HAZARDS IDENTIFICATION**NFPA RATINGS (SCALE 0-4):** HEALTH=1 FIRE=0 REACTIVITY=0**EMERGENCY OVERVIEW:****COLOR:** white to gray or black**PHYSICAL FORM:** solid**MAJOR HEALTH HAZARDS:** No significant target effects reported.**PHYSICAL HAZARDS:** Negligible fire and explosion hazard in bulk form. Dust/air mixtures may ignite or explode.**POTENTIAL HEALTH EFFECTS:****INHALATION:****SHORT TERM EXPOSURE:** irritation**LONG TERM EXPOSURE:** lung damage**SKIN CONTACT:****SHORT TERM EXPOSURE:** irritation**LONG TERM EXPOSURE:** irritation**EYE CONTACT:**

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: irritation

INGESTION:

SHORT TERM EXPOSURE: irritation, nausea, vomiting

LONG TERM EXPOSURE: no information on significant adverse effects

CARCINOGEN STATUS:

OSHA: No

NTP: No

IARC: No

SECTION 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.

SECTION 5 FIRE FIGHTING MEASURES

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

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

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

SECTION 6 ACCIDENTAL RELEASE MEASURES

OCCUPATIONAL RELEASE:

Collect spilled material in appropriate container for disposal.

SECTION 7 HANDLING AND STORAGE

STORAGE: Store and handle in accordance with all current regulations and standards. Keep separated from

incompatible substances.

HANDLING: Use methods to minimize dust.

SECTION 8 EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS:

TUNGSTEN:

TUNGSTEN AND INSOLUBLE COMPOUNDS (as W):

5 mg/m³ OSHA TWA (vacated by 58 FR 35338, June 30, 1993)

10 mg/m³ OSHA STEL (vacated by 58 FR 35338, June 30, 1993)

5 mg/m³ ACGIH TWA

10 mg/m³ ACGIH STEL

5 mg/m³ NIOSH recommended TWA 10 hour(s)

10 mg/m³ NIOSH recommended STEL

5 mg/m³ UK OES TWA

10 mg/m³ UK OES STEL

MEASUREMENT METHOD: Particulate filter; Acid; Atomic absorption spectrometry; NIOSH III # 7074

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

EYE PROTECTION: Wear splash resistant safety goggles. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

CLOTHING: Wear appropriate chemical resistant clothing.

GLOVES: Wear appropriate chemical resistant gloves.

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

Measurement Element:

Tungsten (W)

50 mg/m³

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

Any supplied-air respirator.

Any self-contained breathing apparatus with a full facepiece.

Escape -

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

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

For Unknown Concentrations or Immediately Dangerous to Life or Health -

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

Any self-contained breathing apparatus with a full facepiece.

Under conditions of frequent use or heavy exposure, respiratory protection may be needed.

Respiratory protection is ranked in order from minimum to maximum.

Consider warning properties before use.

Any dust, mist, and fume respirator.

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

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

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL STATE: solid

COLOR: white to gray or black

ODOR: Not available

MOLECULAR WEIGHT: 183.85

MOLECULAR FORMULA: W

BOILING POINT: 10220 F (5660 C)

MELTING POINT: 6134-6206 F (3390-3430 C)

VAPOR PRESSURE: Not applicable

VAPOR DENSITY: Not applicable

SPECIFIC GRAVITY (water=1): 19.35

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: nitric acid/hydrofluoric acid mixtures, fused sodium hydroxide/sodium nitrate, fused potassium hydroxide, sodium carbonate

Very Slightly Soluble: nitric acid, aqua regia, sulfuric acid

Insoluble: hydrogen fluoride, potassium hydroxide solutions

SECTION 10 STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: None reported.

INCOMPATIBILITIES: acids, halogens, reducing agents, oxidizing materials, bases

TUNGSTEN:

ALKALI AND ALKALINE-EARTH METALS WITH HALOCARBONS: May explode with heat or on impact.

AQUA REGIA: Attacked superficially.

BROMINE PENTAFLUORIDE: Violent reaction and possible ignition.

BROMINE TRIFLUORIDE: Violent reaction.

CHLORINE TRIFLUORIDE: Violent reaction.

FLUORINE: Incandescent reaction.

HYDROGEN SULFIDE: Incandescent reaction.

IODINE PENTAFLUORIDE: Incandescent reaction when heated.

LEAD(IV) DIOXIDE: Incandescent reaction when heated.

NITRIC ACID: Attacked superficially.

NITRYL FLUORIDE: Incandescent reaction when heated.

OXIDIZERS (STRONG): Fire and explosion hazard.

OXYGEN DIFLUORIDE: Explodes at 400 C.

POTASSIUM DICHROMATE: Combustion attains a temperature of 1700 C in 0.1-0.2 seconds.

SODIUM PEROXIDE: Incandescent reaction when heated.

HAZARDOUS DECOMPOSITION:

Thermal decomposition products: miscellaneous decomposition products

POLYMERIZATION: Will not polymerize.

SECTION 11 TOXICOLOGICAL INFORMATION

TUNGSTEN:**IRRITATION DATA:**

500 mg/24 hour(s) skin-rabbit mild; 500 mg/24 hour(s) eyes-rabbit mild

TOXICITY DATA:

5 gm/kg intraperitoneal-rat LD50

ACUTE TOXICITY LEVEL: Insufficient Data.

REPRODUCTIVE EFFECTS DATA:

1210 ug/kg oral-rat TDLo 35 week(s) pre pregnancy continuous; 1160 ug/kg oral-rat TDLo 30 week(s) pre pregnancy/1-20 day(s) pregnant female continuous

HEALTH EFFECTS:**INHALATION:****ACUTE EXPOSURE:**

TUNGSTEN: May cause irritation and coughing.

CHRONIC EXPOSURE:

TUNGSTEN: Prolonged or repeated exposure has been reported to cause pulmonary fibrosis. Intratracheal injection into the lungs of experimental animals revealed the metallic dust to be inert, with the only pulmonary effect being areas of pigmentation. One conflicting study found the dust to cause interstitial pneumonitis and bronchiolitis in guinea pigs after intratracheal injection of 50 mg a week for 3 weeks. After one year, slight residual lesions in the form of minor atrophic emphysema were present.

SKIN CONTACT:**ACUTE EXPOSURE:**

TUNGSTEN: Application of 500 mg to the skin of rabbits caused mild irritation. May cause redness.

CHRONIC EXPOSURE:

TUNGSTEN: May cause dermatitis.

EYE CONTACT:**ACUTE EXPOSURE:**

TUNGSTEN: Application of 500 mg to the eyes of rabbits caused mild irritation. May cause redness and conjunctivitis.

CHRONIC EXPOSURE:

TUNGSTEN: May cause conjunctivitis.

INGESTION:**ACUTE EXPOSURE:**

TUNGSTEN: May cause nausea, vomiting, and irritation of the gastrointestinal tract.

CHRONIC EXPOSURE:

TUNGSTEN: When rats were fed 2%, 5% or 10% powdered tungsten in their diets, the females gained 15.4% less weight than the control females; there was no difference between tungsten-fed and control males. The sex specific effect was suggested to depend on metabolic utilization of foodstuffs. Reproductive effects have been reported in animals.

SECTION 12 ECOLOGICAL INFORMATION

Not available

SECTION 13 DISPOSAL CONSIDERATIONS

Dispose in accordance with all applicable regulations.

SECTION 14 TRANSPORT INFORMATION

U.S. DEPARTMENT OF TRANSPORTATION: No classification assigned.

CANADIAN TRANSPORTATION OF DANGEROUS GOODS: No classification assigned.

LAND TRANSPORT ADR/RID: No classification assigned.

AIR TRANSPORT IATA/ICAO: No classification assigned.

MARITIME TRANSPORT IMDG: No classification assigned.

SECTION 15 REGULATORY INFORMATION

U.S. REGULATIONS:

CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4): Not regulated.

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): Not regulated.

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.

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.

SECTION 16 OTHER INFORMATION

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J.4 Fedwire Procedures (JAN 95)

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

PROCEDURES FOR DEPOSIT SLIP(S) FOR FEDWIRE:

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

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