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

IN REPLY REFER TO: **DNSC-CC** **January 22, 2007**

Dear Prospective Quoter:

The new Basic Ordering Agreement (BOA) solicitation for High Carbon Ferromanganese, DLA-FERROMANGANESE-004, has been issued. The BOA package may be found under the ferromanganese link on the Defense National Stockpile Center (DNSC) homepage. The DNSC homepage address is: https://www.dnsc.dla.mil. Please review the solicitation and website carefully, because there are many changes based on DNSC's effort to streamline its sales processes.

The current projected schedule for High Carbon Ferromanganese BOA sales is:

Monthly, Second Tuesday of each Month by 11:00 AM: Posting of Notice (Sale Offering/No Sale)
Third Tuesday by 11:00AM: Price Quotes are Due (If a sale offering was posted on the Second Tuesday)

The first potential posting date is Tuesday, February 13, 2007, subject to market conditions. Only pre-qualified quoters will be eligible to participate. Once the BOA postings have begun, please plan to visit the website monthly, on the second Tuesday of each month after 11:00 AM to check for sales offerings. **This will be the only formal, regular notice that will be issued**. If you ever have a connectivity problem, there is a point of contact listed in the solicitation.

A press release will be issued and posted to the website at the beginning of each month. This release will include the total sold in the previous month, the approximate dollar value and the names of the companies awarded material. No bid abstract will be sent or posted for each sale.

You are invited to begin the process to establish a BOA for your firm by submitting required documents as identified in Section B on page 9 and Section I on page 37 of the solicitation. You should also submit details of any exceptions to the terms of the solicitation and any additional terms that you seek. When any necessary discussions and financial analysis have been completed, you will be notified of the results, and if appropriate, a BOA for High Carbon Ferromanganese will be issued. The BOA will be open continuously; however, submissions in response to the initial publication are requested at your earliest opportunity and, if possible, no later than Friday, February 2, 2007.

If you have already recently submitted financial information, no additional submission is required but you should identify the previous submission in a cover letter. Please also note that submission of documents and establishing a BOA do not obligate you to offer under subsequent sales.

If you have any questions, please contact Christopher Hall by telephone at (703) 767-5498, by facsimile at (703) 767-5411, or by email at: christopher.hall@dla.mil.

Sincerely

//s//

JENNIFER IRIBARREN
Contracting Officer

Issue Date: January 22, 2007

DLA - FERROMANGANESE - 004

BASIC ORDERING AGREEMENT
(BOA)

FOR HIGH CARBON FERROMANGANESE

DEFENSE NATIONAL STOCKPILE CENTER

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

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

BASIC ORDERING AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND
_____

This Agreement governing the sale of high carbon ferromanganese under Basic Ordering Agreement, DLA-FERROMANGANESE-004 (the BOA), is entered into as of the _____ day of _____ 20____ between the United States of America, represented by the Contracting Officer, and _____, represented by _____.

This Agreement shall be effective upon signature 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 BOA, and shall include any revisions made to the terms and conditions by Amendments issued to the BOA after the date shown above and within the term of the Agreement specified below. Such Amendments shall be acknowledged by _____ (Company Name) and shall form a part of the BOA at the time of their issuance. These terms and conditions shall be incorporated into each contract at the time of award pursuant to this Agreement unless otherwise specified in the Acceptance Letter or the executed Quote/Award Form (Section I.1). In the event of a conflict between the BOA, 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.

_____	UNITED STATES OF AMERICA
(Company Name)	
BY _____	BY _____
Signature	Signature
_____	_____
Name of Signer	Name of Contracting Officer
_____	
Title of Signer	
_____	_____
Date Signed	Date Signed
	_____
	Term of the Agreement

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PART I – THE SCHEDULE

SECTION A – AGREEMENT/CONTRACT FORM

A.1 Introduction (JUL 06)

a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC), will be soliciting Quotes for the sale of up to 32,000 short tons (ST) of high carbon ferromanganese in Fiscal Year 2007 under this Basic Ordering Agreement. In future fiscal years, offerings will be dependent upon sales authority for the commodity and quantities in those years.

b. The first potential posting date under this Basic Ordering Agreement (BOA) Solicitation DLA-FERROMANGANESE-004, is **February 13**, **2007,** subject to market conditions.

c. Handling and outloading will be performed by and at the expense of the Contractor. (See Section **F.1.**)

A.2 Basic Ordering Agreement (BOA) (JUN 99)

a. The terms and conditions of this Basic Ordering Agreement shall be incorporated in any resulting contract, unless otherwise specified in the Acceptance Letter or the **Quote/Award Form, I.1**.

b. Contracts awarded under this Agreement shall be fixed price.

c. An executed Section **I.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 (JUL 06)

a. All requests for Quotes under this Agreement shall be posted on the DNSC website (https://www.dnsc.dla.mil) monthly, on the **second Tuesday of each month, by 11:00 a.m.,** local time, Ft. Belvoir, VA. Quoters shall check the website to determine if DNSC is soliciting Quotes for the month.

b. While Quoters must check the website to determine if DNSC is soliciting Quotes, DNSC will send email notifications when new solicitations or amendments are issued. Quoters that are not already receiving such notices are therefore encouraged to provide their email address by going to the Website and clicking on "Sign Up for Email Notifications."

A.4 Material Description (JAN 07)

a. A description of the material offered for sale is provided in Sections **I.2** and **J.1** of the Solicitation. The high carbon ferromanganese, Grade B, is stored outside in bulk piles. See Section **I.2 Shopping List**, as posted on the DNSC Website, for a complete listing of items available. Additional information on the storage locations is shown in Section **J.2**. Sections **I.2, J.1,** and **J.2** will be posted on the DNSC website (https://www.dnsc.dla.mil).

b. Government records indicate that the material conforms to the data provided in Sections **A.4.a.,** and **I.1 and J.1** as posted on the DNSC Website; however, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose.

A.5 Financial Exposure Limit (JUL 06)

a. The Defense National Stockpile Center (DNSC) will establish a financial exposure limit (maximum level of business the DNSC intends to 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, DNSC, 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 the DNSC increases the exposure limit.

c. All contracts awarded to a Contractor by DNSC will be applied against the Contractor's financial exposure limit.

d. If a Contractor has payment terms and reaches its financial exposure limit, and DNSC determines that it is advantageous to the Government to proceed to make an additional award(s) to the Contractor, such award(s) will be made solely on the basis of cash payment in advance of release of material (i.e., prepaid).

e. DNSC may decide to make an award to a Quoter 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. In such cases, award will be made solely on the basis of cash payment in advance of release of material (i.e., prepaid). DNSC will make

no more than one award in a given fiscal year to a Quoter that does not have a financial exposure limit.

A.6 Payment Terms (JAN 02)

The maximum acceptable payment terms are net thirty (30) calendar days from DNSC's receipt of current, accurate, and complete Shipping Instructions.

A.7 Inspection (SEP 02)

a. Quoters or their designees, are encouraged to inspect the material and take a grab sample, at their own expense. Grab samples shall not exceed 50 pounds per pile. The sample will be obtained in the presence of and under the direction of a DNSC representative. The Government does not warrant any samples to be representative of the entire pile. The Contractor shall provide the Government with any analysis derived from the grab sample(s).

b. 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 Point of Contact identified in Section **J.2 Storage Locations**, at least ten (10) working days prior to the date of the requested inspection. Requests shall include the name and title of each individual wishing to inspect the material and/or to obtain samples. Quoters will be notified by telephone of the date the material will be available for inspection. The Government reserves the right to limit the number of individuals granted access to the depot.

c. Quoters, their agents and representatives shall comply at all times with the rules of the storage location.

A.8 Foreign Trade Statistics Regulations (MAR 02)

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 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 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.

END OF SECTION A

SECTION B – PREQUALIFICATION (AUG 06)

1. Quoters must be pre-qualified in order to submit Quotes and be considered for award. Quoters must also receive pre-approval for payment terms.

2. Quoters shall complete the following documents and submit them to the address shown in paragraph 3, below:

   a. Basic Ordering Agreement (See page 2); and

   b. Sections I.4 through I.9.

3. Quoters shall submit the documentation requested in paragraph 2 to the following address/facsimile number:

   Attn: DNSC-C High Carbon Ferromanganese Contract Specialist
   Defense National Stockpile Center
   8725 John J. Kingman Road, Suite 3229
   Fort Belvoir, VA 22060-6223
   Fax: (703) 767-5411 or (703) 767-5494

4. Quoters shall submit 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.

5. Quoters shall submit the financial documentation requested in paragraph 4 to the following address/facsimile number:

   Attn: DNSC-DI
   Defense National Stockpile Center
   8725 John J. Kingman Road, Suite 3229
   Fort Belvoir, VA 22060-6223
   Fax: (703) 767-4074

6. The Government will evaluate the documentation to determine whether or not the Quoter is considered responsible and eligible for award and whether DNSC will extend payment terms if requested to do so. Quoters will not be pre-qualified or eligible for payment terms unless the Contracting Officer makes an affirmative determination of responsibility.

7. To be determined responsible and eligible for award, 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 therefore ineligible to submit Quotes under this Agreement, or the Agreement may be terminated, 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) on any of a Quoter's contracts. In addition to looking at past

performance, DNSC will also review the financial statements and references submitted by the Quoter, as well as the current Dun & Bradstreet report and any other credit reports.

8. 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.

9. The Quoter will not be eligible to submit Quotes until receipt of the Agreement and the Acceptance Letter signed by the Contracting Officer.

10. DNSC may require the Contractor to submit updated information at any time during the Agreement period.

11. The term of the Agreement shall be for approximately two years unless the Agreement is withdrawn by the Government or superseded by another Agreement before that time. The Contracting Officer shall specify the Agreement period at the time the Agreement is executed by the Government. Quoters shall be required to re-qualify prior to the end of the Agreement period.

END OF SECTION B

SECTION C – QUOTES

C.1 Submission of Quotes (JUL 06)

a. DNSC will post any material being offered for sale on its web site at https://www.dnsc.dla.mil monthly on the **second Tuesday of each month by 11:00 a.m.,** local time, Ft. Belvoir, VA.

b. All pre-qualified Quoters are invited to quote.

c. Facsimile quotes and modifications shall be submitted in accordance with Section **C.7 Facsimile Submissions (JUN 99)**. Online quotes and modifications shall be submitted in accordance with Section **C.3 Online Submissions (JUL 03).**

d. Quoters submitting quotes by facsimile shall submit quotes on Section **I.1, Quote/Award Form**. Quotes shall be faxed to: (703) 767-5541, ATTENTION: BID CUSTODIAN.

e. For facsimile submissions, Section **I.1 Quote/Award Form** shall include the date of Request for Quotes and shall contain the following additional information or documentation:

(1) Item;

(2) Commodity Description and Location;

(3) Quantity;

(4) Unit price in (see Section **C.4, Offer Price)**;

(5) Total price;

(6) Company name;

(7) Title and signature of authorized Contractor's representative (See Section **I.8**);

(8) Initials signifying compliance with I.3 and I.4.

f. Quoters seeking to alter the provisions of the BOA or other terms previously agreed upon shall be considered nonresponsive and ineligible for award.

g. Online quotes and modifications shall be submitted in accordance with the procedures provided in Section **C.3 Online Submissions (JUL 03).**

h. Quotes must be received by **11:00 a.m.**., local time, Ft. Belvoir, VA on the **Tuesday following the offering** (i.e., the **third Tuesday** of the month) and shall remain valid for two business days after the time set for receipt of Quotes.

i. If a Quote is accepted by the Government by the time set in paragraph **h.**, above, after receipt of quotes, the Quoter agrees to purchase any or all material quoted on at the price quoted and to take delivery within the contract period specified in the executed Section **I.1 Quote/Award Form.**

C.2 Web Site Information (JAN 07)

a. The Government shall not be responsible for any technical problems related to the publication of the Request for Quotes on the Internet, including but not limited to, any difficulties in accessing the site.

b. Quoters experiencing problems accessing the web site or needing additional information on sales for any given day should contact one of the following:

DNSC Contracting: (703) 767-6500

c. The Government shall not be responsible for any technical problems related to the publication of the Requests for Quotes on the Internet, including but not limited to difficulties encountered by Quoters in attempting to access the requests. Widespread access difficulties, emergency closure of DNSC offices, or other compromises of the Quote process may provide grounds for rescheduling a Request for Quotes to the same time on the next DNSC business day. If a Request for Quotes is rescheduled, the time set for receipt of quotes will also be rescheduled, accordingly.

d. Note: Adobe Acrobat Reader is required to view the attachments on the website (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 Online Submissions (JUL 03)

a. Quotes submitted electronically constitute an electronic signature certifying that the official submitting the quote has the 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. In addition, quoters must register on the DNSC website at https://www.dnsc.dla.mil. Detailed instructions for registration are provided on the website.

(1) To register, quoters must access the DNSC website 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 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 online on behalf of a company with an executed Agreement.

(6) Quoters will be notified via e-mail that their accounts have been activated.

(7) After a Quoter's account has been activated, pre-qualified Quoters may proceed to the "Login" screen and submit quotations online under the Basic Ordering Agreement.

c. After accessing the "Login" screen, detailed instructions for submitting a quote online are available on the DNSC website by clicking on the "Help" button. For further information, quoters may contact the following:

DNSC Contracting: (703) 767-6500

d. Submission of an online quote will result in the generation of a Section **I.1 Quote/Award Form.**

C.4 Offer Price (JUN 99)

Quotes shall be expressed as a fixed dollar and cent value per short ton basis.

C.5 Minimum Quantity (JAN 95)

The minimum quote shall be for 500 short tons, or the entire pile, if a smaller quantity is all that is available. A quote for less than the minimum quantity may render the Quoter ineligible for award.

C.6 Late Submissions, and Modifications of Quotes (JAN 07)

a. Any Quote received at the office designated in the Agreement after the exact time specified for receipt of Quotes will not be considered unless it is received before award is made and –

(1) There is acceptable evidence to establish that it was received at the activity designated for receipt of Quotes and was under the Government's control prior to the time set for receipt of Quotes, and the Contracting Officer determines that accepting the late Quote would not unduly delay the sale; or

(2) It is the only Quote received.

b. Any modification to a Quote, including a modification resulting from the Contracting Officer's request for confirmation, is subject to the same conditions stated in subparagraph **a.** of this provision.

c. The only acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the facsimile machine, the time/date stamp on the online submission, or oral testimony or statement of Government personnel.

d. Notwithstanding paragraph a. of this provision, a late modification of an otherwise successful Quote that makes its terms more favorable to the Government will be considered if it is received at any time prior to award and may be accepted.

e. If an emergency or unanticipated event interrupts normal Government processes so that Quotes cannot be received at the office designated for receipt of Quotes by the exact time specified in the Agreement and the Government is unable to provide timely notice of an extension, the time set for receipt of quotes for that day will be deemed to be extended to the same time on the next DNSC business day.

C.7 Facsimile Submissions (JUN 99)

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

a. Definition: "Facsimile submission," as used in this Agreement, means a written Quote, modification of a Quote, or withdrawal of a Quote that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

b. Quoters may submit facsimile submissions as responses to this Agreement. These responses must arrive at the place, and by the time, specified in the Agreement.

c. Facsimile submissions that fail to furnish required information, that reject any of the terms, conditions, and provisions of the Agreement, that contain garbled information, or are otherwise incomplete, may be excluded from consideration.

d. Facsimile submissions must contain the required signatures.

e. The Government reserves the right to make award solely on the facsimile submission. However, if requested to do so by the Contracting Officer, the apparently successful Quoter agrees to promptly submit the complete original signed submission.

f. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile submission including, but not limited to, the following:

(1) Receipt of garbled or incomplete submission.

(2) Availability or condition of the receiving facsimile equipment.

(3) Incompatibility between the sending and receiving equipment.

(4) Delay in transmission or receipt of submission.

(5) Failure of the Quoter to properly identify the submission.

(6) Illegibility of submission.

(7) Security of submission data.

C.8 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.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 Section **C.5** shall be rendered nonresponsive.

e. Any Quote that does not include **I.1 Award/Quote Form** fully executed (filled out and signed) will be rendered nonresponsive unless:

(1) The Quoter accepts all terms and conditions of the Agreement; and

(2) Award on the Quote would result in a binding contract with terms and conditions that do not vary from the terms and conditions of the Agreement.

f. Quotes that reject, modify or add terms, conditions or provisions shall render the Quote nonresponsive and ineligible for award.

C.10 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.11 Tie Quote Procedures (JUN 99)

In the event that Quotes of an equal unit price are received and there is insufficient quantity of material to satisfy all tied Quotes, lots will be drawn to determine the successful Quoter(s).

C.12 Contract Award (JUN 99)

A written award or acceptance of a Quote signed by the Contracting Officer and furnished to the successful Quoter(s) within two business days of the time set for receipt of Quotes, as specified in Section **C.1**, paragraph **h**., shall result in a binding contract incorporating all the terms and conditions of the Agreement unless otherwise stated in the executed Section **I.1 Quote/Award Form**.

C.13 Unsuccessful Quoters (JUN 99)

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

END OF SECTION C

SECTION D – PAYMENT

D.1 Payment (JUL 06)

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

b. Payment ***for material*** shall be made ***only*** by wire transfer (Fedwire). Payment for ***adjustments for variations in quantity or weight of material shipped***, storage charges, interest, penalty charges, or administrative charges may be made by wire transfer, electronic funds transfer, or company or bank check. If attempted payments for material (other than payments for adjustments for variations in quantity or weight) are made by electronic funds transfer or check, delays in shipment will result, and the payment may be returned to the sender. The Contractor may incur charges if payments are delinquent.

c. Payment by wire transfer (Fedwire).

(1) Wire transfer payment shall be made in accordance with instructions in **Section J.6**. Fees for wire transfers are the responsibility of the Contractor. Payment shall be accompanied by **identifying information including the contract number, invoice number (if applicable), and a description of the material purchased**.

(2) If wire transfer payment is not made in accordance with the instructions in **Section J.6**, 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. Payment by electronic funds transfer.

(1) Electronic funds transfer payment shall be made in accordance with instructions in **Section J.6**. Any fees for electronic funds transfers are the responsibility of the Contractor. Payment shall be accompanied by **identifying information including the contract number, invoice number, and a description of the material purchased**.

(2) If payment by electronic funds transfer is not made in accordance with the instructions in **Section J.6**, or if identifying information is not provided, payment may be returned to the sender and the Contractor may incur charges if payments are delinquent.

e. Payment by company or bank check.

(1) 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.**

(2) Payment shall be made to the **Defense Finance and Accounting Service - Columbus (DFAS-Columbus)**. If a check is not made payable to DFAS-Columbus, the check may be returned and the $100.00 fee stated in **D.1.e.(1)** charged. Payment shall be accompanied by **identifying information including the contract number, invoice number, and a description of the material purchased**. Check payments which do not have the required identification may be returned and the Contractor may incur charges if payments are delinquent. Check payments shall be sent to:

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

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

g. If payment is not made in full within 30 calendar days of issuance of an invoice as specified in **D.1.f.**, 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 due dates will be applied as follows:

(1) If payment terms are not extended, payment will be made before shipment of material and before the end of the contract period specified in the executed **Section I.1 Quote/Award Form (JAN 07).**

(2) If payment terms are approved, the Contractor shall pay the Government the full amount of **each** shipment no later than **30** calendar days after DNSC receives current, accurate and complete Shipping Instructions. Shipping Instructions must be submitted on or before the final day of the contract period. Notwithstanding any other provision of the contract, payment is due with or without the issuance of an invoice by the Government. If the Contractor fails to make payment timely, the Contractor will be considered delinquent (see Section **D.1.g.**, **F.1.a.**, and **G.12**), and the Government, at its sole discretion, may revoke payment terms and take other appropriate action in accordance with Section **G.8**. If the Contractor fails to submit current, accurate and complete Shipping Instructions on or before the final day of the contract period, the Government will revoke payment terms and payment must be made ***before*** shipment of material.

b. If payment is not received by 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.

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

D.3 Interest (MAY 04)

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

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

(1) The final day of the contract period specified in Section **I.1 Quote/Award Form (JAN 07)** (with or without the issuance of an invoice by the Government);

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

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

D.4 Penalty and Administrative Charges (MAY 04)

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

END OF SECTION D

SECTION E – MATERIAL REMOVAL

E.1 Removal of Material (JAN 02)

a. The contract period for any quantity of material awarded is 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 Saturdays, Sundays, and holidays. If the last day of the contract period is a Saturday, Sunday, or 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 charge is the greater of the following: (1) **$10.00 per short ton** (if a fraction of a short ton remains, the charge will be for a full short ton) 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 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**).

END OF SECTION E

SECTION F – SHIPPING

F.1 Request for Shipment (JUL 06)

a. Handling and outloading will be by and at the expense of the Contractor. At least five (5) 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 submit shipping instructions to the Contracting Officer, either by: (1) completing and faxing the form in Section **J.3 Shipping Instructions;** or (2) submitting the shipping instructions via the Internet through the Defense Working Capital Fund Accounting System (DWAS) (see Section **J.4 DWAS WEB Access Request Form**). The Government will only accept shipping instructions (either written or online) from those individuals designated in Section **I.6, 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 DNSC until all outstanding delinquent charges and payments have been satisfied.**

b. "Shipping Instructions" shall include the following:

(1) Quantity of material to be shipped, unit price and total dollar value.
(2) Designation of type and kind of conveyance.
(3) Name of the carrier (please include a telephone number where this 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.

c. The shipping schedule shall allow sufficient time for the depot to reasonably meet such schedule prior to the last day of the contract removal period commensurate with existing loading facilities and other commitments at the Government's storage locations. Information regarding Government commitments may be obtained from the address specified in Section **J.2**.

d. The Contractor's designee shall perform any necessary procedure(s) to ensure the cargo is safely secured prior to leaving the depot.

e. If outloading is to be accomplished by rail, the Contractor will be responsible for demurrage charges, damage to rail tracks and switches, and for any costs associated with derailment.

f. If outloading is to be accomplished by truck, the Contractor will be responsible for any damage to the roads at the storage location above normal wear and tear.

g. Upon completion of the outloading, the Contractor and/or its agent(s) and employees shall make certain that the storage site is clean and in a condition acceptable to the Government. Any debris or foreign matter generated through the use of materials and/or equipment brought into the storage area to facilitate the outloading shall be removed from the storage location by the Contractor and/or its agent(s) at the Contractor's expense.

h. The Contractor, its agents 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 the Defense National Stockpile Center. See also Section **F.6 Environmental Policy (NOV 05).**

i. Requests for shipment shall be for a minimum of 500 ST, or the remaining balance at a location if less than 500 ST remain. Shipping instructions and information requested in paragraph **b**., above, are to be furnished to the following address (if Section **J.3** is submitted by facsimile message):

ATTN: DNSC-C High Carbon Ferromanganese Contracting Officer
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Ft. Belvoir, VA 22060-6223
Facsimile Number: (703) 767-5411 or (703) 767-5494

Shipping instructions and information requested in paragraph **b.** may also be submitted online through DWAS.

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

l. The Contractor shall pay $100 per day if the Contractor's conveyance fails to report to an unstaffed storage location as scheduled. See Section **J.2** for identification of unstaffed locations.

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 06)

a. Conveyance (truck, van, or railroad cars as applicable by location) shall be light (tare) and heavy weighed (gross), with the tare weight of the conveyance deducted to arrive at the net weight of the material. The stenciled tare weight of a railroad car and the actual tare weight of trucks or vans shall be used. Weighing shall be done by and at the expense of the contractor when public or rail scales are used. All weighing shall be witnessed by a Government representative, with the exception of weighing on railroad scales which will be witnessed by the railroad. Weighing shall be done on the nearest railroad scale or the depot truck scale, if available. If the depot truck scale is not available, then weighing shall be done on the nearest state certified public truck scale.

b. A Government representative shall certify the correctness of the weighing method and that the truck scales have been inspected and certified. If the depot truck scale is used for weighing, the Government will provide the certified scale tickets. If a public truck scale is used for weighing, the Contractor or its agent will provide certified scale tickets. The scale tickets will be provided by the Government or the Contractor or its agent, as applicable, within ten working days after the entire requested release quantity has been shipped, or at the end of each week’s shipment, whichever is sooner.

c. Weight certificates shall be provided at the expense of the Government. The scale tickets shall be final for payment purposes.

F.4 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.5 Adjustment for Variation in Quantity or Weight (JAN 95)

The Government reserves the right to vary the quantity or weight delivered by 10% from the quantity or weight listed in the Agreement 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.6 Environmental Policy (NOV 05)

The Contractor, its agents and employees shall comply with the Environmental Safety and Occupational Health Policy of the Defense National Stockpile Center while on storage facilities where stockpile material is stored. The Contractor shall review information on DNSC's Environmental Safety and Occupational Health Policy on the DNSC Website at https://www.dnsc.dla.mil by clicking on "I Am The Key."

F.7 Environmental Protection (JUN 95)

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 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) Quoters 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.5.**) This data provides specific toxicity and health related data for the protection of human health and the environment. Quoters 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) Quoters 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 Agreement 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 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 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 Agreement 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.

F.8 Accident Reporting (AUG 04)

In the event of an accident involving the Contractor, its employees, subcontractors or any person subject to the Contractor's control that results in the preparation of an accident report by the Contractor, its subcontractors or any person or entity subject to the Contractor's control, a copy of the accident report shall be forwarded to the Contracting Officer no later than 10 calendar days after the day the accident occurred.

END OF SECTION F

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Effective Period (JUL 06)

The term of this Agreement shall be for a period of approximately two years and shall be specified by the Contracting Officer at the time the Agreement is executed by the Government. The Agreement shall be in effect during this term unless withdrawn by the Government or superseded by another Agreement.

G.2 Amendments and Modifications (JAN 95)

a. Changes in terms and conditions of this Agreement shall be accomplished by written amendment 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 after payment is received or the material is shipped, whichever occurs first.

G.4 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 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; or
(3) Contracting Officer.

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

b. Pre-Award Protests:

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

c. 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 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) 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 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 and Marketing
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Ft. 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 (Insert name of Contracting Officer)
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Ft. 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 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.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 Applicable Law for Breach of Contract Claim (JUL 06)

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

G.10 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.11 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.12 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.13 Setoff of Funds (MAY 04)

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, penalty charges, administrative charges, or storage charges), arising out of this or any other transaction.

G.14 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.15 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 (AUG 06)

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", "Offeror" or "Contractor" may be used interchangeably.

c. The term "Agreement" means the BOA, Acceptance Letter, Quote/Award Form and executed Agreement.

d. The terms "shall" and "must" are used interchangeably.

END OF SECTION H

SECTION I – SUBMITTALS

COMPLETE AND RETURN THE FOLLOWING:

INITIAL SUBMISSION IN RESPONSE TO THIS BASIC ORDERING AGREEMENT:

Basic Ordering Agreement Cover Page (Page 2 of 62)

I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JUL 97)—Initial Submission

I.5 Type of Business Organization (APR 96)

I.6 Persons Authorized to Request Shipment of Material (JUL 06)

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

I.8 Persons Authorized to Submit Quotes for High Carbon Ferromanganese Under the Basic Ordering Agreement (JUL 06)

I.9 Disputes: Agreement to Use Alternative Dispute Resolution (JUL 06)

Financial Information as appropriate in response to Section B, Item 4.

SUBMISSION WITH QUOTE:

Clauses I.3 and I.4 are self-certified by the Quoter on the I.1 Quote/Award Form

I.3 Certificate of Independent Price Determination (JAN 02)

I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JUL 97)

I.1 Quote/Award Form (JAN 07)

QUOTE/AWARD FORM UNDER DLA-FERROMANGANESE-004	CONTRACT NUMBER	PAGE 1 of

FROM: _____	TO: DEFENSE NATIONAL STOCKPILE CENTER ATTN: FERROMANGANESE CONTRACTING OFFICER, DNSC-C 8725 JOHN J. KINGMAN ROAD, SUITE 3229 FORT BELVOIR, VA 22060-6223 FAX: (703) 767-5484 or (703) 767-5494

DATE OF QUOTE:	PLEASE FAX QUOTE TO THE FOLLOWING NUMBER: **(703) 767-5541**	INVOICE/PAYMENTS TO: ATTN: DNSC-R, ACCOUNTS RECEIVABLE DEFENSE NATIONAL STOCKPILE CENTER 8725 JOHN J. KINGMAN, SUITE 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-FERROMANGANESE-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 govern.

ITEM	*COMMODITY DESCRIPTION AND LOCATION*	*QUANTITY (No. of lbs)*	*LBS.*	*PRICE/LB*	*TOTAL*
	CONTRACTOR QUOTE:				
Quote was prepared in accordance with I.3 and I.4 of the BOA _____		***(Offeror's initials required)***			
	AWARD BY THE GOVERNMENT **CONTRACT PERIOD EXPIRES ON:**				

EXECUTION BY CONTRACTOR	ACCEPTANCE BY GOVERNMENT	
DATE (Day, Month, Year)	*UNITED STATES OF AMERICA* *BY (Signature):*	*DATE:*
_____ SIGNATURE OF CONTRACTOR (IDENTIFIED BELOW)		
TYPE OR PRINT NAME AND TITLE OF PERSON AUTHORIZED TO SIGN THIS QUOTE: Name: _____ Title: _____ Email: _____ Telephone Number: (____)_____ Facsimile Number: (____)_____	*NAME AND TITLE OF CONTRACTING OFFICER* Name: _____ Title: _____	

I.2 Shopping List

Please see website for a listing of material available at https://www.dnsc.dla.mil.

I.3 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.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)

a. (1) The Contractor certifies, to the best of its knowledge and belief, that –

(i) The Contractor and/or any of its Principals –

(A) 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.5 Type of Business Organization (APR 96)

The Contractor represents that –

a. It operates as ( ) a corporation incorporated under the laws of the State of _____, ( ) an individual, ( ) a partnership, ( ) a nonprofit organization, or ( ) a joint venture.

b. If the Contractor is a foreign entity, it operates as ( ) an individual, ( ) a partnership, ( ) a nonprofit organization, ( ) a joint venture, or ( ) a corporation registered for business in _____ (country).

c. If the Contractor is a corporation, it is ( ) independent (not owned or controlled by another company), ( ) owned or controlled by _____ corporation company registered for business in _____ (state/country).

d. If the Contractor is owned or controlled by another, state the relationship (e.g., wholly owned subsidiary, etc.): _____

e. The Contractor agrees to provide additional information relating to the above representations if requested to do so by the Contracting Officer.

I.6 Persons Authorized to Request Shipment of Material (JUL 06)

The Contractor shall provide the name(s), title(s), signature(s), and telephone number(s) of representative(s) authorized to sign Section **J.3** Shipping Instructions or to submit shipping instructions via the Internet through DWAS:

_____	_____
Typed Name	Title
_____	_____
Signature	Telephone
_____	_____
Typed Name	Title
_____	_____
Signature	Telephone
_____	_____
Typed Name	Title
_____	_____
Signature	Telephone

I.7 Contractor's Billing Address (JAN 07)

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

_____

_____

Email Address: _____

I.8 Persons Authorized to Submit Quotes for High Carbon Ferromanganese Under the Basic Ordering Agreement (JUL 06)

The Contractor represents that, as of _____, the following individuals are
[*insert date*]

current employees of _____ and are authorized to sign and submit
[*insert name of firm*]

quotes for high carbon ferromanganese on behalf of _____
[*insert name of firm*]

_____	_____
Typed Name	Title
_____	_____
Signature	Telephone
_____	_____
Typed Name	Title
_____	_____
Signature	Telephone
_____	_____
Typed Name	Title
_____	_____
Signature	Telephone

_____
Signature of Authorized Representative

_____
Name of Authorized Representative

_____	_____
Title	Date

I.9 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.

c. 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 Analysis of Material – (Published on the DNSC website)

J.2 Storage Locations – (Published on the DNSC website)

J.3 Shipping Instructions (JAN 95)

J.4 DWAS WEB Access Request Form (JUL 06)

J.5 Material Safety Data Sheets (JUN 06)

J.6 Fedwire Procedures (OCT 05, Rev.)

J.1 Analysis of Material

Please see website for the analytical information available at https://www.dnsc.dla.mil.

J.2 Storage Locations

Please see website for storage locations at https://www.dnsc.dla.mil.

J.3 Shipping Instructions (JAN 95)

Shipping Request Number: _____

SHIPPING INSTRUCTIONS

1. a. Contractor:_____

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

2. a. DNSC 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 DWAS WEB Access Request Form (JUL 06)

Shipping instructions may be submitted via the Internet through access to the Defense Working Capital Fund Accounting System (DWAS). Contractors that wish to submit shipping instructions in this manner and that do not ***already*** have access to DWAS should complete and submit the attached form to the following address:

ATTN: DNSC-C, High Carbon Ferromanganese Contracting Officer
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Ft. Belvoir, VA 22060-6223
Facsimile Number: (703) 767-**5411 or (703)-767-5494**

A separate form must be submitted for each individual requesting access and each individual must sign his/her own form. Individuals requesting online access to DWAS to submit shipping instructions must be designated in the certification Section **I.6 Persons Authorized to Request Shipment of Material (JUL 06)**.

J.4 DWAS WEB Access Request Form (JUL 06)

Defense National Stockpile (DNSC)
Customer
DWAS WEB Access Request Form

TYPE OF REQUEST: ☐ INITIAL ☐ MODIFICATION ☐ DISABLE

PART I (To Be Completed By Customer /User)

Company Name :
Street:
City : State : Zip Code:
Country:

User Name: First: Last:
Job Title/Function:
Phone : Email:
Fax:

Statement of Accountability

I understand my obligation to protect my password/login. I understand and will comply with the Instructions provided me and will not divulge the password/login to any other person.

Signature: Date:

PART II (TO BE COMPLETED BY DNSC TRUSTED AGENT)

Name: Title:

Phone (COMM): (DSN):

Authentication

I certify that the User identified in Part I is authorized to be assigned to the "Customer" group in DWAS Web Production.

Signature:
Account # : Date:

PART III (TO BE COMPLETED BY DFAS-CO TASCO)

Assigned USER ID: Assigned PASSWORD:

User ID/Password assigned by: Date:
Signature: Date:

J.5 Material Safety Data Sheets (JUN 06)

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: FERROMANGANESE, HIGH CARBON

TRADE NAMES/SYNONYMS:
DLANA389

CREATION DATE: Jul 24 1992
REVISION DATE: Jun 15 2006

2. COMPOSITION, INFORMATION ON INGREDIENTS

COMPONENT: MANGANESE
CAS NUMBER: 7439-96-5
EC NUMBER (EINECS): 231-105-1
PERCENTAGE: 76.0-78.0

COMPONENT: CARBON
CAS NUMBER: 7440-44-0
EC NUMBER (EINECS): 231-153-3
PERCENTAGE: <7.50

COMPONENT: SILICON
CAS NUMBER: 7440-21-3
EC NUMBER (EINECS): 231-130-8
PERCENTAGE: <1.00

COMPONENT: PHOSPHORUS, WHITE
CAS NUMBER: 7723-14-0
EC NUMBER (EINECS): 231-768-7
PERCENTAGE: <0.95

COMPONENT: ARSENIC
CAS NUMBER: 7440-38-2
EC NUMBER (EINECS): 231-148-6
PERCENTAGE: <0.90

COMPONENT: CHROMIUM
CAS NUMBER: 7440-47-3
EC NUMBER (EINECS): 231-157-5
PERCENTAGE: <0.50

COMPONENT: OXYGEN, COMPRESSED GAS

CAS NUMBER: 7782-44-7
EC NUMBER (EINECS): 231-956-9
PERCENTAGE: <0.50

COMPONENT: SULFUR
CAS NUMBER: 7704-34-9
EC NUMBER (EINECS): 231-722-6
PERCENTAGE: <0.05

COMPONENT: LEAD
CAS NUMBER: 7439-92-1
EC NUMBER (EINECS): 231-100-4
PERCENTAGE: <0.05

COMPONENT: TIN
CAS NUMBER: 7440-31-5
EC NUMBER (EINECS): 231-141-8
PERCENTAGE: <0.02

3. HAZARDS IDENTIFICATION

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

EMERGENCY OVERVIEW:
PHYSICAL DESCRIPTION: Hard, dense lumps.
MAJOR HEALTH HAZARDS: nerve damage, cancer hazard (in humans)
PHYSICAL HAZARDS: Negligible fire and explosion hazard in bulk form. Dust/air mixtures may ignite or explode. Contact with water or moist air may generate flammable and/or toxic gases.

POTENTIAL HEALTH EFFECTS:
INHALATION:
SHORT TERM EXPOSURE: irritation, changes in body temperature, nausea, vomiting, diarrhea, headache
LONG TERM EXPOSURE: irritation, loss of appetite, difficulty breathing, disorientation, difficulty speaking, sleep disturbances, emotional disturbances, hallucinations, mood swings, tremors, muscle cramps, loss of coordination, hearing loss, visual disturbances, lung damage, blood disorders, kidney damage, liver damage, nerve damage, cancer
SKIN CONTACT:
SHORT TERM EXPOSURE: irritation
LONG TERM EXPOSURE: irritation, cancer
EYE CONTACT:
SHORT TERM EXPOSURE: irritation
LONG TERM EXPOSURE: irritation
INGESTION:
SHORT TERM EXPOSURE: gastrointestinal irritation, nausea, vomiting, diarrhea
LONG TERM EXPOSURE: drowsiness, cancer

CARCINOGEN STATUS:
OSHA: Yes
NTP: Yes
IARC: Yes

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.

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.

6. ACCIDENTAL RELEASE MEASURES

WATER RELEASE:
Subject to California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). Keep out of water supplies and sewers.

OCCUPATIONAL RELEASE:
Collect spilled material in appropriate container for disposal. 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. See original container for storage recommendations. Keep separated from incompatible substances.

HANDLING: Use methods to minimize dust.

8. EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS:
MANGANESE:
MANGANESE AND COMPOUNDS (as Mn):
5 mg/m3 OSHA ceiling (metal) (fume) (compounds)
1 mg/m3 OSHA TWA (particulate) (vacated by 58 FR 35338, June 30, 1993)
3 mg/m3 OSHA STEL (particulate) (vacated by 58 FR 35338, June 30, 1993)

0.2 mg/m3 ACGIH TWA (metal and inorganic compounds)
1 mg/m3 NIOSH recommended TWA 10 hour(s) (metal) (fume) (compounds)
3 mg/m3 NIOSH recommended STEL (metal) (fume) (compounds)
0.5 mg/m3 DFG MAK (peak limitation category - I, with excursion factor of 1) (inhalable fraction) (metal and inorganic compounds)
0.5 mg/m3 UK WEL TWA (metal) (inorganic compounds)
0.5 mg/m3 UK WEL TWA (metal and inorganic compounds)

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

ARSENIC:
10 ug/m3 OSHA TWA
0.01 mg/m3 ACGIH TWA
0.002 mg/m3 NIOSH recommended ceiling 15 minute(s)
0.1 mg/m3 UK WEL TWA

MEASUREMENT METHOD: NIOSH IV # 7300, 7301, 7303, 7900, 9102; OSHA ID105

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: Under conditions of frequent use or heavy exposure, respiratory protection may be needed. Respiratory protection is ranked in order from minimum to maximum. Consider warning properties before use.
Any dust, mist, and fume respirator.
Any air-purifying respirator with a high-efficiency particulate filter.
Any powered, air-purifying respirator with a dust, mist, and fume filter.
Any powered, air-purifying respirator with a high-efficiency particulate filter.
For Unknown Concentrations or Immediately Dangerous to Life or Health -
Any supplied-air respirator with full facepiece and operated in a pressure-demand or other positive-pressure mode in combination with a separate escape supply.
Any self-contained breathing apparatus with a full facepiece.

9. PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL DESCRIPTION: Hard, dense lumps.
BOILING POINT: Not applicable
MELTING POINT: Not available
VAPOR PRESSURE: Not applicable
VAPOR DENSITY: Not applicable
SPECIFIC GRAVITY: Not available
WATER SOLUBILITY: Not available
PH: Not applicable
VOLATILITY: Not applicable
ODOR THRESHOLD: Not available
EVAPORATION RATE: Not applicable
COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available

10. STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure. Contact with water or moist air may form flammable and/or toxic gases or vapors.

CONDITIONS TO AVOID: None reported.

INCOMPATIBILITIES: metals, oxidizing materials, halogens, peroxides, combustible materials, acids, reducing agents

MANGANESE:
ALUMINUM (DUST): Forms explosive mixtures with air.
AMMONIUM NITRATE (FUSED): Violent or explosive reaction.
BROMINE PENTAFLUORIDE: Violent reaction and possible ignition.
CARBON DIOXIDE: Ignites.
CHLORINE: Ignites.
FLUORINE: Incandescent reaction.
HYDROGEN PEROXIDE: Violent decomposition and/or ignition.
NITRIC ACID: Incandescent reaction and feeble explosion.
NITROGEN DIOXIDE: Ignition.
OXIDIZERS (STRONG): Fire and explosion hazard.
PHOSPHORUS: Incandescent reaction when heated.
SULFUR DIOXIDE: Burns brilliantly on warming.

CARBON:
ALKALI METALS: Contact may result in an exothermic reaction with ignition or an explosion.
AMMONIUM NITRATE: Possible explosion when heated.
AMMONIUM PERCHLORATE: Possible explosion on heating.
BROMATES: Contact is likely to result in ignition or an explosion.
CALCIUM HYPOCHLORITE: Possible explosion on heating.
CHLORATES: Contact is likely to result in ignition or an explosion.
CHLORINE MONOXIDE: Explodes.
CHROMATES: Incompatible.
DICHLORINE OXIDE: Explosion reaction.
HALOGENS: Contact of carbon with any halogen is liable to result in ignition or an explosion.
INTERHALOGENS: Contact of carbon with any interhalogen is liable to result in ignition or an explosion.
IODATES: Contact is likely to result in ignition or an explosion.
IODINE PENTOXIDE: Explodes when warmed.
METAL NITRATES: Contact is likely to result in ignition or an explosion.
NITRIC ACID: Violent reaction.
NITROGEN OXIDE: Ignition with incandescence.
NITROGEN TRIFLUORIDE: Explosion at reduced temperatures.
OILS (UNSATURATED): Fire and explosion hazard.
OXIDES: Contact with many oxides is likely to result in ignition or an explosion.
OXIDIZERS (STRONG): Fire and explosion hazard.
OXOSALTS: Contact is likely to result in ignition or an explosion.
OXYGEN: May result in ignition or an explosion.
OXYGEN DIFLUORIDE: Possible explosion.
OZONE: Fire hazard.
PEROXIDES: Contact is likely to result in ignition or an explosion.
PEROXYFORMIC ACID: Violent oxidation.
PEROXYFUROIC ACID: Explosive decomposition.

POTASSIUM PERMANGANATE: Ignition on heating.
SODIUM SULFIDE: May undergo spontaneous heating.
TRIOXYGEN DIFLUORIDE: Ignition with possible explosion.

HAZARDOUS DECOMPOSITION:
Thermal decomposition products: miscellaneous decomposition products

POLYMERIZATION: Will not polymerize.

11. TOXICOLOGICAL INFORMATION

MANGANESE:
IRRITATION DATA:
500 mg/24 hour(s) skin-rabbit mild; 500 mg/24 hour(s) eyes-rabbit mild
TOXICITY DATA:
2300 ug/m3 inhalation-man TCLo; 9 gm/kg oral-rat LD50; 3709 mg/m3/6 hour(s)-13 week(s) intermittent inhalation-rat TCLo; 180 mg/kg/30 day(s) intermittent intraperitoneal-rat TDLo; 210 ug/m3/5 year(s) intermittent inhalation-man TCLo; 0.3 mg/m3/5 hour(s)-26 week(s) intermittent inhalation-rat TCLo; 0.3 mg/m3/5 hour(s)-26 week(s) intermittent inhalation-monkey TCLo; 0.7 mg/m3/24 hour(s)-22 week(s) continuous inhalation-rat TCLo; 0.7 mg/m3/24 hour(s)-22 week(s) continuous inhalation-mouse TCLo; 250 mg/m3/1 year(s) intermittent inhalation-human TCLo; 0.5 mg/m3/39 week(s) intermittent inhalation-human TCLo; 200 mg/kg/20 day(s) intermittent oral-rat TDLo; 216 mg/kg/15 week(s) intermittent intraperitoneal-rat TDLo; 144 mg/kg/5 week(s) intermittent intraperitoneal-rat TDLo; 24 mg/kg/5 week(s) intermittent unreported-rat TDLo; 72 mg/kg/5 week(s) intermittent unreported-rat TDLo; 57.6 mg/kg/4 week(s) intermittent intraperitoneal-rat TDLo
ACUTE TOXICITY LEVEL:
Slightly Toxic: ingestion
TARGET ORGANS: nervous system
MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: history of alcoholism, blood system disorders, liver disorders, nervous system disorders, respiratory disorders
TUMORIGENIC DATA:
400 mg/kg intramuscular-rat TDLo/1 year(s) intermittent
MUTAGENIC DATA:
dominant lethal test - rat intraperitoneal 25 mg/kg
REPRODUCTIVE EFFECTS DATA:
50 mg/kg oral-rat TDLo 20 day(s) post pregnancy continuous; 322.5 mg/kg oral-mouse TDLo 43 day(s) male; 1290 mg/kg oral-mouse TDLo 43 day(s) male
ADDITIONAL DATA: Symptoms may depend on a combination of contributing factors including genetic predisposition, age, nutrition, anemia or alcohol.

CARBON:
TOXICITY DATA:
>5 gm/kg oral-rat LD; >5 gm/kg intraperitoneal-rat LD; >5 gm/kg subcutaneous-rat LD; >5 gm/kg oral-mouse LD; >5 gm/kg intraperitoneal-mouse LD; >5 gm/kg subcutaneous-mouse LD; 440 mg/kg intravenous-mouse LD50; >5 gm/kg oral-dog LD; >5 gm/kg intraperitoneal-dog LD; >5 gm/kg subcutaneous-dog LD
ACUTE TOXICITY LEVEL: Insufficient Data.
REPRODUCTIVE EFFECTS DATA:
167 mg/kg subcutaneous-rat TDLo 8 day(s) pregnant female continuous

ARSENIC:
TOXICITY DATA:
7857 mg/kg/55 year(s) oral-man TDLo; 4 mg/kg oral-child TDLo; 763 mg/kg oral-rat LD50; 13390 ug/kg intraperitoneal-rat LD50; 145 mg/kg oral-mouse LD50; 46200 ug/kg intraperitoneal-mouse LD50; 300 mg/kg subcutaneous-rabbit LDLo; 10 mg/kg intraperitoneal-guinea pig LDLo; 300 mg/kg subcutaneous-guinea pig LDLo; 763 mg/kg oral-rat LD50; 144 mg/kg oral-mouse LD50; 1000 mg/kg intraperitoneal-mouse LD50; 1360 mg/kg/17

day(s) intermittent oral-rat TDLo; 280 mg/kg/4 week(s) continuous oral-mouse TDLo; 0.35 mg/kg/5 week(s) continuous oral-mouse TDLo
CARCINOGEN STATUS: OSHA: Carcinogen; NTP: Known Human Carcinogen; IARC: Human Sufficient Evidence, Animal Limited Evidence, Group 1; ACGIH: A1 -Confirmed Human Carcinogen
An increased incidence of urinary bladder, skin, lung, liver, and kidney cancer has been associated with inorganic arsenic compounds through medical treatment, contaminated drinking water, arsenical pesticide residues or occupational exposure. Cancers at other sites have also been reported, but a clear association has not been confirmed.
LOCAL EFFECTS:
Irritant: inhalation, skin, eye
ACUTE TOXICITY LEVEL:
Moderately Toxic: ingestion
TARGET ORGANS: immune system (sensitizer), nervous system
MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: diabetes, heart or cardiovascular disorders, immune system disorders or allergies, kidney disorders, liver disorders, nervous system disorders, skin disorders and allergies
TUMORIGENIC DATA:
76 mg/kg oral-man TDLo/12 year(s) intermittent; 75 mg/kg implant-rabbit TDLo
MUTAGENIC DATA:
cytogenetic analysis - human unreported 4286 ug/kg; cytogenetic analysis - mouse oral 280 mg/kg 8 week(s); sister chromatid exchange - human oral 0.211 mg/L 15 year(s); cytogenetic analysis - human oral 0.211 mg/L 15 year(s); DNA damage - human lung 5 umol/L; cytogenetic analysis - human lung 5 umol/L; DNA damage - mouse fibroblast 5 nmol/L 24 hour(s)
REPRODUCTIVE EFFECTS DATA:
605 ug/kg oral-rat TDLo 35 week(s) pre pregnancy continuous; 580 ug/kg oral-rat TDLo 30 week(s) pre pregnancy/1-20 day(s) pregnant female continuous; 187 mg/kg oral-mouse TDLo 8-18 day(s) pregnant female continuous

HEALTH EFFECTS:
INHALATION:
ACUTE EXPOSURE:
MANGANESE: Dust or fumes may be irritating to the mucous membranes. Occupational exposure to dust or fumes has been reported to cause upper respiratory tract problems, black mucous membrane discharge from the nose, and neurological damage. Metal fume fever, an influenza-like illness, may occur due to the inhalation of freshly formed metal oxide particles sized below 1.5 microns and usually between 0.02-0.05 microns. Symptoms may be delayed 4-12 hours and begin with a sudden onset of thirst, and a sweet, metallic or foul taste in the mouth. Other symptoms may include upper respiratory tract irritation accompanied by coughing and a dryness of the mucous membranes, lassitude and a generalized feeling of malaise. Fever, chills, muscular pain, mild to severe headache, nausea, occasional vomiting, exaggerated mental activity, profuse sweating, excessive urination, diarrhea and prostration may also occur. Tolerance to fumes develops rapidly, but is quickly lost. All symptoms usually subside within 24-36 hours.

CARBON: Inhalation of dust may cause slight mucous membrane irritation.

CHRONIC EXPOSURE:
MANGANESE: If sufficient quantities of manganese dust or fumes are inhaled and absorbed, systemic poisoning known as "manganism", a Parkinsonian-like syndrome may occur. It is characterized initially by anorexia, asthenia, headache, insomnia or somnolence, irritability, restlessness, and spasm or pain in the muscles. Manganese psychosis may follow with uncontrollable behavior, unaccountable laughing or crying, visual hallucinations, confusion and euphoria. Sexual excitement followed by impotence may occur. These symptoms may disappear with the onset of true neurological manifestations of slow, slurred and irregular speech, monotonous tone, double vision, impaired hearing, difficulty with fine motor movements, and disturbances in gait and balance with frequent propulsion or retropulsion. Mask-like face, decreased movement of the eyelids and eyes and tremors of the upper extremities and head may also occur. Other signs and symptoms may include urinary bladder disturbances, excessive salivation and sweating, hematological changes, vasomotor disorders, decreased pulmonary function, kidney and possibly liver damage. Removal from exposure shortly after onset of symptoms usually results in improvement, although there

may be residual disturbances in gait and speech. Once manganism is well established it becomes irreversible and progressive, but not fatal. An increased incidence of bronchitis and pneumonitis has been reported in studies of workers exposed to manganese dust and fume, and although these effects have been confirmed by animal experiments, they may represent an aggravation of a pre-existing condition. Allergic diseases of the respiratory tract have also been reported in one study.

CARBON: Repeated or prolonged exposure may cause irritation and pulmonary disorders. Lung damage may result if sufficient exposure occurs.

SKIN CONTACT:
ACUTE EXPOSURE:
MANGANESE: 500 mg applied to the skin of rabbits caused mild irritation.

CARBON: Contact may cause irritation.

CHRONIC EXPOSURE:
MANGANESE: Sensitization has been reported in guinea pigs.

CARBON: Repeated or prolonged contact may cause mechanical irritation.

EYE CONTACT:
ACUTE EXPOSURE:
MANGANESE: Dust or fumes may be irritating to the eyes. 500 mg applied to the eyes of rabbits caused mild irritation.

CARBON: Contact with dust may cause mechanical irritation. May also cause conjunctivitis.

CHRONIC EXPOSURE:
MANGANESE: Fumes may cause conjunctivitis.

CARBON: Repeated or prolonged exposure may cause mechanical irritation.

INGESTION:
ACUTE EXPOSURE:
MANGANESE: Extremely large doses may cause gastrointestinal irritation and possibly systemic toxicity.

CARBON: Extremely large doses may produce gastrointestinal disturbances.

CHRONIC EXPOSURE:
MANGANESE: Manganese poisoning has been reported in persons drinking manganese-contaminated well water. Prolonged ingestion of manganese in water has produced lethargy, edema, and decreased movement of the eyes and eyelids.

CARBON: No data available.

12. ECOLOGICAL INFORMATION

Not available

13. DISPOSAL CONSIDERATIONS

Dispose in accordance with all applicable regulations.

14. TRANSPORT INFORMATION

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

CANADIAN TRANSPORTATION OF DANGEROUS GOODS: No classification assigned.

LAND TRANSPORT ADR: No classification assigned.

LAND TRANSPORT RID: No classification assigned.

AIR TRANSPORT IATA: No classification assigned.

AIR TRANSPORT ICAO: No classification assigned.

MARITIME TRANSPORT IMDG: No classification assigned.

15. REGULATORY INFORMATION

U.S. REGULATIONS:
CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):
ARSENIC: 1 LBS RQ
PHOSPHORUS, WHITE: 1 LBS RQ
CHROMIUM: 5000 LBS RQ
LEAD: 10 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: Yes
FIRE: No
REACTIVE: Yes
SUDDEN RELEASE: No

SARA TITLE III SECTION 313 (40 CFR 372.65):
ARSENIC
MANGANESE AND COMPOUNDS (as Mn)

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

STATE REGULATIONS:
California Proposition 65:
Known to the state of California to cause the following:
ARSENIC
Cancer (Feb 27, 1987)
LEAD
Cancer (Oct 01, 1992)
Developmental toxicity (Feb 27, 1987)
Male reproductive toxicity (Feb 27, 1987)

Female reproductive toxicity (Feb 27, 1987)
LEAD COMPOUNDS
Cancer (Oct 01, 1992)
Developmental toxicity (Feb 27, 1987)
Male reproductive toxicity (Feb 27, 1987)
Female reproductive toxicity (Feb 27, 1987)

CANADIAN REGULATIONS:
WHMIS CLASSIFICATION: Not determined.

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

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

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

16. OTHER INFORMATION

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J.6 Fedwire and Electronic Funds Transfer Procedures (OCT 05, Rev.)

Fedwire (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.frbservices.org.

To ensure the funds are credited to the Defense National Stockpile Center 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 Name: 6355
   DFAS/DNSC

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

NOTE:
Under Item 3, the number 6355 is the ALC = Agency Location Code (this is the same as account number)

Electronic Funds Transfer

The following information is required for payments made through electronic funds transfer.

1. Bank Name, Location, Bank Number, SWIFT Code, and Account Number.

   Bank Name: Mellon Bank
   Location: Pittsburgh, PA
   Bank Number: 043000261
   Bank SWIFT Code: MELNUS3P
   Account Number: 910-1027

2. Amount of funds to be transferred.

3. Beneficiary Name: Department of Defense DFAS

4. Addendum Information: Payment for DNSC Contract No._____
   Invoice No._____