



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

May 9, 2002

IN REPLY
REFER TO

DNSC-C2

Dear Prospective Tin Customer:

On Tuesday, June 4, 2002, the Defense National Stockpile Center (DNSC) will commence its Fiscal Year 2002 spot tin sales program. Under the Basic Ordering Agreement (BOA), prospective customers must pre-register to participate in the spot tin sales and to be considered for subsequent contract award. Before customers are qualified to engage in the quoting process, they must submit a completed BOA package to the tin contract specialist, who will evaluate the agreement package and render an approval decision in writing to the customer. Please refer to page 4 of the BOA for the sale of tin for the specific submission requirements to qualify and participate in the spot tin sales program.

Material available for sale will be posted every Tuesday on our web site by 11:30 a.m. local time, Fort Belvoir, VA. If no material is available for sale on a particular business day, the web site will indicate as such. The DNSC web site address is <https://www.dnsc.dla.mil>; click on the BOA button then click on the TIN button to access the tin sales information. The cutoff time for receipt of quotes is 2:30 p.m., local time, and awards, if any will be made by 4:30 p.m., local time, on the same business day. Accordingly, all quotes must remain valid until 4:30 p.m., local time Fort Belvoir, VA.

Any questions regarding the DNSC TIN sales program may be referred to the following contracting personnel:

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

Thank you in advance for your interest in the DNSC spot Tin sales program.

Sincerely,

/S/

DEBBIE NICHOLSON
Contract Specialist

Issued: May 10, 2002

DLA-TIN-011

BASIC ORDERING AGREEMENT (BOA) FOR STOCKPILE TIN



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

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

This Agreement governing the sale of tin under Basic Ordering Agreement, DLA-TIN-011 (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, which shall be incorporated into each contract awarded pursuant to this Agreement unless otherwise specified in the Acceptance Letter or the executed Quote/Award Form (Section 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.

(Company Name)

United States of America

By: _____
Signature

By: _____
Signature

Name of Signer

Name of Contracting Officer

Title

Title

Date Signed

Date Signed

BASIC ORDERING AGREEMENT

TABLE OF CONTENTS

<u>SECTION A – AGREEMENT/CONTRACT FORM</u>	1
A.1 Introduction (JUN 99).....	1
A.2 Basic Ordering Agreement (BOA) (JUN 99).....	1
A.3 Web Page (JUN 99).....	1
A.4 Material Description (JAN 95).....	1
A.5 Financial Exposure Limit (MAR 02).....	2
A.6 Payment Terms (JAN 02).....	2
A.7 Inspection (JUN 98).....	2
A.8 Foreign Trade Statistics Regulations (MAR 02).....	3
<u>SECTION B – PREQUALIFICATION (JUN 99)</u>	4
<u>SECTION C – QUOTES</u>	6
C.1 Submission of Quotes (JUN 99).....	6
C.2 Web Site Information (JAN 02).....	7
C.3 Minimum/Maximum Quantity (JUN 99).....	7
C.4 Late Submissions, and Modifications of Quotes (JUN 99).....	7
C.5 Facsimile Submissions (JUN 99).....	8
C.6 Consideration of Quotes (JUN 99).....	9
C.7 Evaluation of Quotes (JUN 99).....	9
C.8 Responsiveness of Quotes (JUN 99).....	10
C.9 Tie Quote Procedures (JUN 99).....	10
C.10 Contract Award (JUN 99).....	10
C.11 Unsuccessful Quoters (JUN 99).....	10
<u>SECTION D – PAYMENT</u>	11
D.1 Payment (FEB 98).....	11
D.2 Payment Due Date (JUN 99).....	12
D.3 Interest (JUN 99).....	12
<u>SECTION E – INSPECTION AND MATERIAL REMOVAL</u>	13
E.1 Removal of Material (JAN 02).....	13
E.2 Storage Charges (JUL 97).....	13
<u>SECTION F –SHIPPING</u>	14
F.1 Request for Shipment (JAN 02).....	14
F.2 Insurance Requirements (APR 95).....	15
F.3 Weighing (JUL 97).....	16
c. Weight certificates shall be prepared by the Government. Outbound Storage Reports will be issued by the Government and will be final for payment purposes.....	16
F.4 Weight Discrepancy (JUL 97).....	16
F.5 Assumption of Risk and Disclaimer of Liability (JAN 02).....	16
F.6 Adjustment for Variation in Quantity or Weight (JAN 95).....	17
F.7 Environmental Protection (JUN 95).....	17
<u>SECTION G – CONTRACT ADMINISTRATION DATA</u>	19
G.1 Effective Period (JUN 99).....	19
G.2 Amendments and Modifications (JAN 95).....	19
G.3 Title (OCT 01).....	19
G.4 Risk of Loss (MAR 02).....	19
G.5 Limitation on Government’s Liability (JAN 95).....	19
G.6 Protests (JUN 99).....	20
General Counsel.....	21
G.7 Disputes (FEB 02).....	21
G.8 Default (JAN 02).....	23
G.9 Termination for Convenience of the Government (DEC 97).....	24
G.10 Excusable Delays (MAY 95).....	24
G.11 Setoff of Funds (JUL 98).....	25

G.12 Indemnification Agreement (JAN 02)	25
G.13 Covenant Against Contingent Fees (JAN 95).....	25
SECTION H – DEFINITIONS (APR 02)	27
SECTION I – SUBMITTALS	28
I.1 Quote/Award Form (MAY 02)	29
I.2 Available Material (MAY 02)	31
I.3 Certificate of Independent Price Determination (JAN 02)	31
I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97).....	32
I.5 Type of Business Organization (APR 96).....	34
I.6 Persons Authorized to Request Shipment of Material (FEB 98)	34
I.7 Contractor’s Billing Address (JUL 96)	35
SECTION J – LIST OF ATTACHMENTS	36
J.1 Description of Stockpile Tin (MAY 02)	37
J.2 Storage Location (MAY 02)	38
J.3 Shipping Instructions (JAN 95).....	39
J.4 Material Safety Data Sheets (MAY 02).....	41
J.5 Fedwire Procedures (JAN 95).....	48

SECTION A – AGREEMENT/CONTRACT FORM

A.1 Introduction (JUN 99)

The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC) is soliciting quotes for the sale of 2,000 metric tons of tin in Fiscal Year 2002.

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 (JUN 99)

All requests for quotes under this Agreement shall be posted on the DNSC web site on Tuesdays by 11:30 a.m. local time, Ft. Belvoir, VA at <https://www.dnsc.dla.mil>. Quoters shall check the web site every Tuesday morning to determine if DNSC is soliciting quotes for that day.

A.4 Material Description (JAN 95)

- a. A description of the material available for sale is listed in **Section J.1, Description of Stockpile Tin**. The material is located at the storage locations specified in **J.2 Storage Locations**.
- b. Government records indicate that the tin conforms to the data in **Sections I.2 and J.1**. 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 (MAR 02)

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

A.6 Payment Terms (JAN 02)

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

A.7 Inspection (JUN 98)

- a. The Government has set aside 20 MT of material for inspection and sampling at the locations listed in **Section J.2, Location of Material**. A quoter may, at its own expense, visually inspect the material and obtain a sample from the material set aside for that purpose. Each individual sample shall not exceed five (5) pounds. Government personnel will provide samples that are obtained by either drilling or sawing off a corner of a pig. Quoters or their designees must be present when the sample is taken and must provide the container for the sample. The Government does not warrant any sample of the material to be representative of the entire quantity being offered under this Agreement.
- b. Requests for an appointment to inspect or 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 10 working days prior to the date of the requested inspection or sampling. Requests shall include the name and title of each individual wishing to inspect the material. The Government reserves the right to limit the number of individuals seeking access to the depot.
- c. Quoters, their agents, and representatives shall comply with the rules of the storage location at all times.

A.8 Foreign Trade Statistics Regulations (MAR 02)

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

SECTION B – PREQUALIFICATION (JUN 99)

1. Quoters must be pre-qualified in order to submit quotes and be considered for award. 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 4**, below:
 - a. **Basic Ordering Agreement**; and (see Page 2); and
 - b. **Sections I.4 through I.7.**
3. Quoters shall submit copies of the most recent income statement and balance sheet for the company and any other documentation that will verify their financial level of business transactions; e.g., a list of references.
4. Quoters shall submit the documentation to the following address/facsimile number:

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

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

SECTION C – QUOTES

C.1 Submission of Quotes (JUN 99)

- a. The Government will post any material being offered for sale on its web site at <https://www.dnsc.dla.mil> on Tuesdays by 11:30 a.m., local time, Ft. Belvoir, Virginia.
- b. All pre-qualified Quoters are invited to quote.
- c. Quotes and modifications shall be submitted by facsimile in accordance with **Section C.5, Facsimile Submissions**.
- d. Quoters shall submit quotes on **Section I.1, Quote/Award Form**. Quotes shall be faxed to (703) 767-5541, Attention: Tin Contract Specialist.
- e. **Section I.1, Quote/Award Form** shall include the date of the Request for Quote and shall contain only the following additional information:
 - (1) Item;
 - (2) Commodity Description and Location;
 - (3) Quantity;
 - (4) Unit price per pound;
 - (5) Total price;
 - (6) Company name;
 - (7) Title and signature of authorized Contractor's representative; and
 - (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. Quotes must be received by 2:30 p.m., local time, Ft. Belvoir, Virginia the day of the offering and shall remain valid until two hours after the time set for receipt of quotes or until 4:30 p.m., whichever is later.
- h. If its quote is accepted by the Government not later than two hours after the time set for receipt of quotes, the Quoter agrees to purchase any or all material quoted on at the price quoted and to take delivery within the removal period specified in the executed **Section I.1, Quote/Award Form**.

C.2 Web Site Information (JAN 02)

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

Alicia Turrentine (703) 767-6515
James Jenkins (703) 767-6529

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

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

- d. 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 or other compromises of the Quote process may provide grounds for canceling a Request for Quotes.
- e. **Note: Adobe Acrobat Reader is required to view the attachments on the web site (i.e. Basic Ordering Agreement, Quote Form.) Adobe Acrobat Reader is available to download through the Internet at www.adobe.com. There is no charge to download this program.**

C.3 Minimum/Maximum Quantity (JUN 99)

Quotes shall be submitted in five (5) metric ton (MT) increments (i.e. 5 MT, 10 MT, etc.) unless otherwise stated on the website. The minimum quantity that will be accepted is 5 MT and the maximum will be the entire quantity posted on the web-site.

C.4 Late Submissions, and Modifications of Quotes (JUN 99)

- 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 **paragraph 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, oral testimony or statement of Government personnel.
 - d. Notwithstanding **paragraph a.** of this provision, a late modification of an otherwise successful quote that makes its terms more favorable to the Government will be considered if it is received at any time prior to award and may be accepted.
 - e. If an emergency or unanticipated event interrupts normal Government processes so that quotes cannot be received at the office designated for receipt of quotes by the exact time specified in the Agreement and the Government is unable to provide timely notice of an extension of the time set for receipt of quotes, the Request for Quote for that day will be deemed cancelled.

C.5 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 must submit facsimile submissions as a response to this Agreement. These responses must arrive at the designated place, by the time specified in the Agreement.
- c. Facsimile submissions that fail to furnish required information, that reject any of the terms, conditions, and provision of the Agreement, that contain garbled information, or are otherwise incomplete, may be excluded from consideration.
- d. Facsimile submissions must contain the required signatures.
- e. The Government reserves the right to make award solely on the facsimile submission. However, if requested to do so by the Contracting Officer, the

- apparently successful Quoter agrees to promptly submit the complete original signed submission.
- f. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile submission including, but not limited to, the following:
- (1) Receipt of garbled or incomplete submission;
 - (2) Availability or condition of the receiving facsimile equipment;
 - (3) Incompatibility between the sending and receiving equipment;
 - (4) Delay in transmission or receipt of submission;
 - (5) Failure of the Quoter to properly identify the submission;
 - (6) Illegibility of submission; or
 - (7) Security of submission data.

C.6 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.7 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.8 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 judgement 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 5 MT will 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 this Agreement.
- f. Quotes that reject, modify or add terms, conditions or provisions shall render the quote nonresponsive and ineligible for award.

C.9 Tie Quote Procedures (JUN 99)

In the event that quotes of an equal unit price are received and there is sufficient quantity to satisfy all the quotes, lots will be drawn to determine the successful quoter for the material.

C.10 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 hours of the time set for receipt of quotes shall result in a binding contract incorporating all the terms and conditions of the Agreement unless otherwise stated in the executed **Section I.1 Quote/Award Form**.

C.11 Unsuccessful Quoters (JUN 99)

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

SECTION D – PAYMENT

D.1 Payment (FEB 98)

- a. Payment shall be made in U.S. dollars.
- b. Payment shall be made by wire transfer, U.S. Postal Service money order, company or bank check.
 - (1) Wire transfer payment shall be made in accordance with instructions in **Section J.5**. Fees for wire transfers are the responsibility of the Contractor. If payment is by wire transfer and the wrong account number is used, shipment of material may be delayed by up to one week or the wire transfer may be returned to the sender.
 - (2) All checks must be drawn on a U.S. domestic bank or on a United States branch of an acceptable foreign bank and must be payable in United States currency. **A service charge of \$100.00 will be applied to all returned checks.**
- c. Payment shall be made to the **Defense Finance and Accounting Service – Columbus (DFAS – Columbus)**. If a check is not made payable to DFAS – Columbus, the check may be returned and the \$100.00 fee stated in Section **D.1. paragraph b(2)** charged. Payment shall be accompanied by **identifying information including the contract number, invoice number (if any), and a description of the material purchased**. Payments without the required identification may be returned and shipment delayed. Payments shall be sent to:

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

D.2 Payment Due Date (JUN 99)

- 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**.
 - (2) If payment terms are approved, then the Contractor shall pay the Government the full amount of **each** shipment no later than 30 calendar days after DNSC receives current, accurate, and complete Shipping Instructions. If the Contractor fails to make prompt payment, the Government at its sole discretion, may revoke payment terms. DNSC will monitor payment terms closely.
- b. If payment is not received by 11:00 a.m. local time, on the payment due date, payment will not be credited until the next Government business day. Interest and late fees will accrue accordingly.
- c. In the event the payment due date falls on a Saturday, Sunday, or holiday, then the payment due date will be extended to the next Government business day.

D.3 Interest (JUN 99)

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

SECTION E – INSPECTION AND MATERIAL REMOVAL

E.1 Removal of Material (JAN 02)

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

E.2 Storage Charges (JUL 97)

- a. Storage charges shall be assessed on all material remaining after the last day of the contract removal period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in **Section G.8, Default** of the Solicitation.
- b. The storage charges are the greater of the following:
 - (1) \$2.00 per metric ton or fraction thereof, per 30 day period regardless of whether the material remains in storage for 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**).

SECTION F –SHIPPING

F.1 Request for Shipment (JAN 02)

- a. Delivery is F.O.B. carrier's conveyance. At least ten (10) working days prior to the date the shipment is required to commence, the Contractor shall furnish to the designated depot commercial bills of lading. Simultaneously, the Contractor shall complete and fax the form in **Section J.3 Shipping Instructions** to the Contracting Officer. The Government will only accept shipping instructions from those individuals designated in **Section I.6, Persons Authorized to Request Shipment of Material**, as being authorized to release material on behalf of the Contractor. **No material will be released under the provisions of this contract or any other contract the Contractor has with the DNSC until all outstanding delinquent charges and payments have been satisfied.**
- b. "Shipping Instructions" shall include the following:
- (1) Quantity of material to be shipped.
 - (2) Designation of type and kind of conveyance.
 - (3) Name of 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 Government to reasonably meet the schedule prior to the last day of the contract period commensurate with existing loading facilities and other commitments at the Government's storage locations. Information regarding Government commitments may be obtained from the address specified in **Section J.2 Storage Location**
- d. If outloading is to be accomplished by truck, the Government will provide the lumber and nails from available depot stock, if requested by the Contractor's designee/driver. The Contractor's designee shall perform any necessary procedure(s) to ensure the cargo is safely secured prior to leaving the depot. The Government will **not** block, chock, brace, lash, band, or in any manner

- secure the cargo on the Contractor's conveyance(s). The designee shall witness the loading. Any expenses over and above those normally incurred by the Government to meet the public carrier's requirements for loading like materials will be at the expense of the Contractor.
- e. If outloading is to be accomplished by rail, the Government will provide materials and will block, chock, brace, and/or band as necessary to secure the cargo. The Government will not be responsible for demurrage charges.
 - f. The Contractor, its agent and employees, shall comply with all applicable rules at the storage depot, Federal, state and local load limitations, and all safety, health, and environmental requirements.
 - g. Requests for shipment shall be for a minimum of 5 MT, or if the remaining balance is less than 5 MT, then for the balance at the location or on the contract. Shipping instructions and information requested in paragraph a., above, are to be furnished to the following address:

Defense National Stockpile Center
ATTN: Tin Contacting Officer
8725 John J. Kingman Road
Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile Number: (703) 767-5494
 - h. The Government shall determine the order in which the material is scheduled, coordinated and outloaded.

F.2 Insurance Requirements (APR 95)

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

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

property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

F.3 Weighing (JUL 97)

- a. Weight of the material sold hereunder shall be determined as follows: The material has been draft weighed on platform scales with an appropriate allowance for any tare weight established by the Government.
- b. Weighing has been performed by and at the expense of the Government.
- c. Weight certificates shall be prepared by the Government. Outbound Storage Reports will be issued by the Government and will be final for payment purposes

F.4 Weight Discrepancy (JUL 97)

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

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

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

contact with any component, part, constituent or ingredient of this item, material or substance.

F.6 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.7 Environmental Protection (JUN 95)

a. Transportation Requirements

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

b. Material Safety Data Sheets

- (1) Contractors are warned that unprotected exposure to hazardous substances, hazardous materials and hazardous chemicals may significantly increase the risk of health problems. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) and any other Federal, state or local laws, codes, any ordinances, and regulations (including obtaining any required licenses or permits) governing exposure to, and storage, handling, transportation, and disposition of, this material.
- (2) Material Safety Data Sheets as required by OSHA Hazard Communication Standard – 29 CFR 1910.1200 are incorporated herein (**See Section J.4**). This data provides specific toxicity and health

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

c. Use and Disposition

- (1) The Contractor certifies that it shall use and ultimately dispose of any hazardous material purchased under this Agreement in accordance with all applicable Federal, state, local and international laws and regulations in a manner safe for the public and the environment.
- (2) The material offered under this Agreement is not, in its present form, subject to EPA Hazardous Waste Regulations (40 CFR Part 260 et seq.) issued under the Resource Conservation and Recovery Act. However, it is possible that use of this material will lead to the creation of hazardous waste. 40 CFR Part 260 et seq., details the responsibilities of generators, transporters, treaters, storers and disposers of hazardous waste. Failure to comply with these regulations can lead to civil and criminal penalties.
- (3) The wood pallets or material used to package the commodity sold under this BOA may have been treated with a wood preservative to protect it from insect attack and decay. These preservatives penetrate and remain in the wood for a long time and may pose certain hazards if precautions are not taken during the handling, use, and disposal of these treated wood products. Treated wood products should not be burned in open fires. Contractors are encouraged to seek advice on proper disposal from the local environmental protection agency.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Effective Period (JUN 99)

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

G.2 Amendments and Modifications (JAN 95)

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

G.3 Title (OCT 01)

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

G.4 Risk of Loss (MAR 02)

- a. Prior to payment or shipment of material, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.
- b. After payment or shipment of material, 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 (JUN 99)

- a. Companies protesting any resultant sale under this Agreement may file a protest 1) with the Contracting Officer (see paragraph d.1) , or 2) with the General Accounting Office (see paragraph e.), or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the Contracting Officer (see paragraph d.2). Protests filed with the activity should be addressed to the Contracting Officer, but should clearly state that they are an “Agency Level Protest under Executive Order 12979.” (This process allows for a higher level decision on the initial protest; it is not a review of a Contracting Officer’s decision on a protest filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

b. Protests Based on Alleged Solicitation Improprieties

Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals. In sales where proposals are requested, alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into the solicitation must be protested not later than the next closing time for receipt of proposals following the incorporation. A protest by any person concerning the terms of this Agreement shall be filed before that person submits a completed Basic Ordering Agreement package as specified in Section B. Protests concerning the terms of any request for quotes hereunder shall be filed prior to the time set for receipt of quotes.

c. Other Protests

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

d. Service of Protest

- (1) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement of receipt from:

Attn: DNSC-C Tin Contracting Officer
Defense National Stockpile Center
8725 John J. Kingman Road Suite 3229
Ft. Belvoir, VA 22060-6223

- (2) Protests shall be served on DNSC for a decision at a level above the Contracting Officer by obtaining written and dated acknowledgement of receipt from:

Attn: DNSC-C
Director, Directorate of Stockpile Contracts
8725 John J. Kingman Road
Suite 3229
Ft. Belvoir, VA 22060-6223

e. Receipt of Protests

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

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

G.7 Disputes (FEB 02)

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C 601-613) (the Act).
- b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- c. "Claim" as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by **subparagraph d.(2)** below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this paragraph, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.
- d. (1) A claim by the Contractor shall be made in writing and 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 by written decision of the Contracting Officer.

- (2) The Contractor shall provide the certification specified in paragraph (d)(2)(ii) of this clause when submitting any claim exceeding \$100,000.
- (i) If the Contractor is an individual, the certification shall be executed by that individual.
 - (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 a 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. At the time a claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative 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 (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each six-month period as fixed by the Treasury Secretary during the pendency of the claim.
 - i. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or activity arising under the contract, and comply with any decision of the Contracting Officer.

G.8 Default (JAN 02)

- a. (1) The Government may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to –
 - (i) Make payment and remove the material within the time specified in this contract or any extension;
 - (ii) Remove the material within the time specified in this contract irrespective of whether or not payment has been made;
 - (iii) Make progress, so as to endanger performance of this contract; or
 - (iv) Perform any of the other provisions of this contract.
- (2) The Government's right to terminate this contract under **a.(1)(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 a 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 succeed in reselling the material within 12 months, the Contractor may be held liable for the full contract damages on contracts where the contract price is determined on a formula-price basis, the Government will establish the contract price for the quantity of material on which the default has occurred as follows: Using the price mechanism set forth in the contract, the

Government will set the price as though the material had been priced on the last day of the contract removal period or the date of the termination notice, whichever is earlier.

- d. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

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

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

G.10 Excusable Delays (MAY 95)

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

notify the Contracting Officer, in writing, within ten (10) calendar days when the excusable delay condition ceases to exist.

G.11 Setoff of Funds (JUL 98)

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

G.12 Indemnification Agreement (JAN 02)

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

G.13 Covenant Against Contingent Fees (JAN 95)

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

- d. "Contingent fee," as used in this paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

- e. "Improper influence," as used in this paragraph, means any influence that induces or tends to induce a Government employee or office to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

SECTION H – DEFINITIONS (APR 02)

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

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

SECTION I – SUBMITTALS

The following clauses are self-certified by the quoter on I.1 Quote/Award Form at the time of quote submission:

- 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)

COMPLETE AND RETURN THE FOLLOWING:

Basic Ordering Agreement Page

- 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 (FEB 98)
- I.7** Contractor's Billing Address (JUL 96)

I.1 Quote/Award Form (MAY 02)

QUOTE/AWARD FORM		CONTRACT NUMBER	PAGE
UNDER DLA-Tin-011			1 of
From: _____ _____ _____		To: DLA/DNSC Attn: Tin Contract Specialist, DNSC-C2 8725 John J. Kingman Road, Suite 3229 Fort Belvoir, VA 22060-6223 Fax: (703) 767-5494	
Date of Quote:	Please fax Quote to: (703) 767-5541	Invoices/Payments to: DLA/DNSC-R, Accounts Receivable 8725 John J. Kingman Road, 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-Tin-011. In the event of a conflict between the terms of the BOA, the Acceptance Letter and the Quote/Award form, the terms of the Quote/Award form shall govern.

Item	Property Description and Location	Quantity	Unit	Unit Price	Total Price
Contractor Quote:					

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

	Award by the Government:				
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CONTRACT REMOVAL PERIOD EXPIRES ON:

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

I.2 Available Material (MAY 02)

<u>Item</u>	<u>Brand</u>	<u>Location</u>	<u>Total Inventory</u>
88	Longhorn	Pt. Pleasant, WV	9,034 MT
89	Straits	Pt. Pleasant, WV	1,020 MT
90	UMHK	Pt. Pleasant, WV	1 MT
91	Longhorn	New Haven, IN	765 MT
92	Straits	New Haven, IN	7,311 MT
93	Longhorn	Hammond, IN	22,912 MT
94	Longhorn	Baton Rouge, LA	7,911 MT
95	Mellanear	Baton Rouge, LA	2,518 MT
96	Pass Electro	Baton Rouge, LA	2 MT
97	Wah-Chang	Baton Rouge, LA	2,005 MT
98	Geomines	Baton Rouge, LA	773 MT

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 judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust 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 judgement 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.

- (1) "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).
- (2) 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 (FEB 98)

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

Typed Name

Title

Signature

Telephone

Typed Name

Title

Signature

Telephone

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

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

SECTION J – LIST OF ATTACHMENTS

J.1 Description of Stockpile Tin (MAY 02)

J.2 Storage Location (MAY 02)

J.3 Shipping Instructions (JAN 95)

J.4 Material Safety Data Sheets (MAY 02)

J.5 Fedwire Procedures (JAN 95)

J.1 Description of Stockpile Tin (MAY 02)

The following description is furnished for general information only and is taken from ASTM-B-339, Grade A. The limits in the description represent maximum impurities commonly found in Grade A tin at the time DNSC material was purchased. DNSC makes no warranty that the tin available for sale conforms to these specifications.

Arsenic	(Max.)	0.050
Lead	(Max.)	0.050
Antimony	(Max.)	0.040
Copper	(Max.)	0.040
Iron	(Max.)	0.015
Bismuth	(Max.)	0.015
Zinc	(Max.)	0.005
Cadmium	(Max.)	0.001
Sulfur	(Max.)	0.010
Nickel & Cobalt	(Max.)	0.010
Tin *	(Min.)	99.800

*** Tin content is the difference between 100% and the analyzed amount of the listed impurities.**

J.2 Storage Location (MAY 02)

Points of Contact:

Pt. Pleasant, WV

Mr. Dave Taylor, Depot Manager
DNSC Pt. Pleasant Depot
2601 Madison Ave
Point Pleasant, WV 25550-1603
Telephone: (304) 675-3410
Facsimile: (304) 675-1635

Shipping Days/Hours

Monday through Friday
0715 - 1430

Available Transportation

Truck/Rail

New Haven, IN

Mr. John Olszewski, Depot Manager
DNSC New Haven Depot
15411 Dawkins Road
New Haven, IN 46774-9644
Telephone: (260) 749-9544
Facsimile: (260) 749-9544

Monday through Friday
0715 - 1430

Truck/Rail

Hammond, IN

Mr. John Olszewski, Depot Manager
DNSC Hammond Depot
3200 Sheffield Ave.
Hammond, IN 46327-1003
Telephone: (219) 937-5383 ext. 104
Facsimile (219) 937-5284

Monday through Friday
0715 - 1430

Truck/Rail

Baton Rouge, LA

Mr. Ronnie Favors, Depot Manager
DNSC Baton Rouge Depot
2695 N. Sherwood Forest Drive
Baton Rouge, Louisiana 70814-5397
Telephone: (225) 389-0278
Facsimile: (225) 389-0280

Monday through Friday
0715 - 1430

Truck Only

Ms. Phyllis Bullock
DNSC-OL/Operations & Logistics Division
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, Virginia 22060-6223
Telephone: (703) 767-7610
Facsimile: (703) 767-7608

Please contact the Depot Manager before attempting to gain access to the depot.

J.3 Shipping Instructions (JAN 95)

1. a. Company Name: _____

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

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

3. Item: _____

4. Depot: _____

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

c. Total Value: \$ _____

6. Shipping Method: _____

7. a. Carrier Name: _____

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

8. Date Shipment Desired: _____

9. Ship To: _____

10. Remarks: _____

11. Authorized Personnel to Request Shipment of Material:

Name (Printed)

Signature

Date

J.4 Material Safety Data Sheets (MAY 02)

SECTION 1 CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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

EMERGENCY PHONE NUMBER:
1-800-424-9300 (N. AMERICA)
1-703-527-3887 (INTERNAT'L)

SUBSTANCE: TIN

TRADE NAMES/SYNONYMS:

METALLIC TIN; WANG; TIN ELEMENT; STANNUM; C.I. 77860; C.I. PIGMENT METAL 5; T-121, T-122, T-123, T-124, T-127, T-128, T-129, T-130; SN; DLA23482; RTECS XP7320000

CHEMICAL FAMILY: metal

CREATION DATE: Mar 24 1995

REVISION DATE: Mar 21 2000

SECTION 2 COMPOSITION, INFORMATION ON INGREDIENTS

COMPONENT: TIN

CAS NUMBER: 7440-31-5

EC NUMBER (EINECS): 231-141-8

PERCENTAGE: 100.0

SECTION 3 HAZARDS IDENTIFICATION

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

EC CLASSIFICATION (CALCULATED): Not determined.

EMERGENCY OVERVIEW:

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

MAJOR HEALTH HAZARDS: No significant target effects reported.

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

POTENTIAL HEALTH EFFECTS:

INHALATION:

SHORT TERM EXPOSURE: irritation, metallic taste, nausea, vomiting, diarrhea, headache

LONG TERM EXPOSURE: lung damage

SKIN CONTACT:

SHORT TERM EXPOSURE: irritation
LONG TERM EXPOSURE: same as effects reported in short term exposure
EYE CONTACT:
SHORT TERM EXPOSURE: irritation
LONG TERM EXPOSURE: same as effects reported in short term exposure
INGESTION:
SHORT TERM EXPOSURE: nausea, vomiting, diarrhea, stomach pain
LONG TERM EXPOSURE: same as effects reported in short term exposure
CARCINOGEN STATUS:
OSHA: N
NTP: N
IARC: N

SECTION 4 FIRST AID MEASURES

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

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

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

INGESTION: Contact local poison control center or physician immediately. Never make an unconscious person vomit or drink fluids. Give water, milk or activated charcoal slurry. Allow vomiting to occur. When vomiting occurs, keep head lower than hips to help prevent aspiration. If person is unconscious, turn head to side. Get medical attention immediately.

NOTE TO PHYSICIAN: For ingestion, consider gastric lavage.

SECTION 5 FIRE FIGHTING MEASURES

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

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

Do not get water directly on material.

FIRE FIGHTING: Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Stay away from the ends of tanks. For fires in cargo or storage area: Cool containers with water from unmanned

hose holder or monitor nozzles until well after fire is out. If this is impossible then take the following precautions: Keep unnecessary people away, isolate hazard area and deny entry. Let the fire burn. Use extinguishing agents appropriate for surrounding fire. Avoid inhalation of material or combustion by-products.

LOWER FLAMMABLE LIMIT: 0.19 oz/ft³

SECTION 6 ACCIDENTAL RELEASE MEASURES

OCCUPATIONAL RELEASE:

Collect spilled material in appropriate container for disposal.

SECTION 7 HANDLING AND STORAGE

Store and handle in accordance with all current regulations and standards. Store in a cool, dry place. Keep separated from incompatible substances.

SECTION 8 EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS:

TIN:

TIN AND INORGANIC TIN COMPOUNDS (as Sn):

2 mg/m³ OSHA TWA

2 mg/m³ ACGIH TWA

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

2 mg/m³ EC MAK

2 mg/m³ UK OES TWA

4 mg/m³ UK OES STEL

MEASUREMENT METHOD: Particulate filter; Acid; Atomic absorption spectrometry; NIOSH II(3) # S183

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

EYE PROTECTION: Eye protection not required under normal conditions.

CLOTHING: Protective clothing is not required under normal conditions.

GLOVES: Protective gloves are not required under normal conditions.

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

Measurement Element:

Tin (Sn)

10 mg/m³

Any dust and mist respirator.

20 mg/m³

Any dust and mist respirator.

Any supplied-air respirator.

50 mg/m³

Any supplied-air respirator.

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

100 mg/m³

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

Any self-contained breathing apparatus with a full facepiece.

Any supplied-air respirator with a full facepiece.

Escape -

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

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

For Unknown Concentrations or Immediately Dangerous to Life or Health -

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

Any self-contained breathing apparatus with a full facepiece.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

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

MOLECULAR WEIGHT: 118.69

MOLECULAR FORMULA: SN

BOILING POINT: 4100 F (2260 C)

MELTING POINT: 450 F (232 C)

VAPOR PRESSURE: 1 mmHg @ 1610 C

VAPOR DENSITY: Not applicable

SPECIFIC GRAVITY (water=1): 7.28

WATER SOLUBILITY: insoluble

pH: Not applicable

VOLATILITY: Not applicable

ODOR THRESHOLD: Not available

EVAPORATION RATE: Not applicable

COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available

SOLVENT SOLUBILITY:

Soluble: hydrochloric acid, sulfuric acid, aqua regia, hot potassium hydroxide solutions, alkali Slightly Soluble: dilute nitric acid, acetic acid

SECTION 10 STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: None reported.

INCOMPATIBILITIES: acids, oxidizing materials, halogens, metal salts, peroxides, bases, metal oxides, metals, combustible materials

TIN:

ACIDS (STRONG): Can produce toxic organic or inorganic tin compounds.

AMMONIUM NITRATE: Forms shock-sensitive mixture.

BICARBONATE POWDER: Violent reaction.

BROMINE (EXCEPT IN HALOCARBON SOLUTION): Violent reaction.

BROMINE TRIFLUORIDE: Violent reaction.

CARBON DIOXIDE: Violent reaction.

CARBON TETRACHLORIDE + WATER: Violent reaction.

CHLORINE (LIQUID): Ignites @ -34 C.

CHLORINE TRIFLUORIDE: Violent reaction and possible ignition.

CUPRIC NITRATE: Possible ignition.

DISULFUR DICHLORIDE: Violent reaction.

FLUORINE: Ignites @ 100 C.

IODINE BROMIDE: Violent reaction.

IODINE HEPTAFLUORIDE: Vigorous exothermic reaction when heated.

PEROXIDE: Oxidation with incandescence may occur.

POTASSIUM PEROXIDE: Incandescent reaction.

POTASSIUM OXIDE: Oxidation with incandescence may occur.

SODIUM PEROXIDE: Incandescent reaction.

SODIUM PEROXIDE + CARBON DIOXIDE: Explodes.

SULFUR: Ignition reaction.

TELLURIUM: Vigorous exothermic reaction.

TURPENTINE: Fire and explosion hazard.

HAZARDOUS DECOMPOSITION:

Thermal decomposition products: oxides of tin

POLYMERIZATION: Will not polymerize.

SECTION 11 TOXICOLOGICAL INFORMATION

TIN:

TUMORIGENIC DATA:

395 gm/kg implant-rat TDLo; 840 gm/kg implant-mouse TDLo

HEALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE:

TIN: Inhalation of inorganic tin compounds may cause respiratory irritation. 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.

CHRONIC EXPOSURE:

TIN: Repeated or prolonged exposure to dust or fumes may cause a benign pneumoconiosis without fibrosis.

SKIN CONTACT:**ACUTE EXPOSURE:**

TIN: No reported effects in humans from tin dust. Inorganic tin compounds may cause irritation.

CHRONIC EXPOSURE:

TIN: Repeated or prolonged contact with inorganic tin compounds may cause dermatitis.

EYE CONTACT:**ACUTE EXPOSURE:**

TIN: Powder may cause moderate irritation.

CHRONIC EXPOSURE:

TIN: Repeated or prolonged exposure to inorganic tin compounds may cause conjunctivitis.

INGESTION:**ACUTE EXPOSURE:**

TIN: Relatively non-toxic because of poor absorption. At very high levels, abdominal pain, nausea, vomiting, gastric irritation, and diarrhea may occur.

CHRONIC EXPOSURE:

TIN: Repeated or prolonged ingestion of small quantities may cause abdominal pain, nausea, constipation, and loss of weight.

SECTION 12 ECOLOGICAL INFORMATION**ECOTOXICITY DATA:**

ALGAL TOXICITY: 5000 ug/L 13 day(s) (Biochemical) Green algae (Enteromorpha sp)

FATE AND TRANSPORT:

BIOCONCENTRATION: 5000-60000 ug/L 51 hour(s) BCFD (Residue) Common bay mussel, blue mussel (*Mytilus edulis*) 0.04 ug/L

SECTION 13 DISPOSAL CONSIDERATIONS

Dispose in accordance with all applicable regulations.

SECTION 14 TRANSPORT INFORMATION

No classification assigned.

LAND TRANSPORT ADR/RID: No classification assigned.

AIR TRANSPORT IATA/ICAO: No classification assigned.

MARITIME TRANSPORT IMDG: No classification assigned.

SECTION 15 REGULATORY INFORMATION

U.S. REGULATIONS:

TSCA INVENTORY STATUS: Y

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

CERCLA SECTION 103 (40CFR302.4): N

SARA SECTION 302 (40CFR355.30): N

SARA SECTION 304 (40CFR355.40): N

SARA SECTION 313 (40CFR372.65): N

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

ACUTE: Y

CHRONIC: N

FIRE: N

REACTIVE: N

SUDDEN RELEASE: N

OSHA PROCESS SAFETY (29CFR1910.119): N

STATE REGULATIONS:

California Proposition 65: N

EUROPEAN REGULATIONS:

EC NUMBER (EINECS): 231-141-8

GERMAN REGULATIONS:

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

SECTION 16 OTHER INFORMATION

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J.5 Fedwire Procedures (JAN 95)

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

PROCEDURES FOR DEPOSIT SLIP(S) FOR FEDWIRE:

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

1. Treasury Dept. Code – Routing No. to the Treasury
MUST BE ON SLIP “021030004”;
2. Amount of funds to be transferred;
3. Treasury Department Name – **This item is critical** –
MUST APPEAR EXACTLY AS SHOWN BELOW

TREAS NYC/(CTR/BNF=/AC-00006355)

4. Third Party Information – Purchaser’s Name, commodity, and contract number.