



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

In Reply
Refer To DNSC-C3

May 9, 2002

Dear Prospective Offeror;

Attached is the final solicitation for the Basic Ordering Agreement (BOA) for Zinc. We appreciate all of the feedback from industry in response to the draft solicitation and our industry meeting in New York in February. Comments, questions and responses, briefing charts, the solicitation and all pertinent information are located on the Zinc link of Defense National Stockpile Center (DNSC) homepage. You will also find a sample web posting for the sales that will be conducted under the BOA. 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 Zinc sales is:

Each Thursday by Noon:	Posting of Notice (Sale Offering/No Sale)
Each Tuesday at 11:30 a.m. -	
If a sale was posted the previous Thursday	Price Quotes are due

The first potential posting date is Thursday, June 13, 2002, subject to market conditions. Only pre-qualified, BOA-holders will be eligible to participate. Once the BOA postings have begun, please plan to visit the website weekly between Thursday noon and Tuesday morning 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 are points of contact listed in the solicitation.)

DNSC will limit sale of Zinc to 4,000,000 lbs. a month (same as currently). A press release will be issued and posted to the website at the end of each month. This release will include the total sold in the month, the approximate dollar value and the names of 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 8 and Section I on page 32 of the attached solicitation. You should also submit details of any exceptions to the terms of the solicitation and any additional terms you seek. When any necessary discussions and financial analysis have been completed, you will be notified of results, and if appropriate, a BOA for Zinc 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, not later than Monday, May 20, 2002.

If you have already 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 does not obligate you to offer under subsequent sales.

If you have any questions, please contact me by telephone at (703) 767-5477 or by facsimile at (703) 767-5484 or email at: anna_kerr@hq.dla.mil.

Sincerely,

/S/
Anna L. Kerr
Contracting Officer

Issue Date: May 9, 2002

DLA-ZINC-004

BASIC ORDERING AGREEMENT (BOA) FOR ZINC



*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 zinc under Basic Ordering Agreement, DLA-ZINC-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, 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 of Signer

Date Signed

Date Signed

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SECTION A – AGREEMENT/CONTRACT FORM

A.1 Introduction (JUN 99)

The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC), is soliciting Quotes for the sale of up to 50,000 short tons (100,000,000 lbs.) of zinc 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 Thursdays on the DNSC web site (<https://www.dnsc.dla.mil>) by noon (12:00 p.m.) local time, Ft. Belvoir, VA. Quoters shall check the web site every Thursday afternoon to determine if DNSC is soliciting Quotes for that day.

A.4 Material Description (APR 02)

The Zinc grades offered are Prime Western (PW) Intermediate (IM), High Grade (HG), and Brass Special (BS). The origin of the zinc is both foreign and domestic. The zinc is in slab form, approximately 50 to 60 pounds per slab, banded into approximately one metric ton units. Typical PW and HG slab size is Width 9", Length 18" and Thickness 1.5". The IM (no longer a separate grade) typical slab size is Width 8.5", Length 17" and Height 3.5". Brass Special grade material was acquired in the late 1950s and is stored in outside storage. Typical BS slab size is width 8", length 17" and thickness 1.7".

- a. Available analyses are listed in Section J.1. Additional analyses or pertinent information regarding the material may be included in specific offerings during this BOA and, in event of any conflict, the specific offering information will take precedence over this document.
- b. Government analyses indicate that the material conforms to the data listed, however, no warranty or guarantee is made that the data so conforms or that it will be suitable

for any particular purpose. Specific analyses cannot be tied to or guaranteed for specific Storage Locations or Item Numbers.

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, etc.)
 - (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. A Quoter may, at its own expense, visually inspect the material at the storage locations. **No sampling of the material will be permitted.**
- b. Requests for an appointment to visually inspect the material at the storage locations must be made in writing or by facsimile submission on company letterhead to the Point of Contact identified in **Section J.2 Storage Locations (MAY 02)**, at least five (5) working days prior to the date of the requested inspection. Requests shall include the name and title of each individual wishing to visually inspect the material. 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.

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 (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:

Attn: Zinc Contract Specialist, DNSC-C
Defense National Stockpile Center
8725 John J. Kingman Road, STE 3229
Fort Belvoir, VA 22060-6223
Fax: (703) 767-5484 or (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, <https://www.dnsc.dla.mil> on Thursdays by noon (12:00 p.m.), local time, Ft. Belvoir, VA.
- b. All pre-qualified Quoters are invited to quote.
- c. Quotes and modifications shall be submitted by facsimile in accordance with Section C.6.
- d. Quoters shall submit Quotes on Section I.1, Quote/Award Form. Quotes shall be faxed to: (703) 767-5541, ATTENTION: ZINC Contract Specialist.
- e. Section I.1 shall include the date of the Request for Quote and shall contain only the following additional information:
 - (1) Item;
 - (2) Commodity;
 - (3) Quantity;
 - (4) Unit price (see Section C.3, Offer Price);
 - (5) Company name;
 - (6) Title and signature of authorized Contractor's representative; and,
 - (7) 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 11:30 a.m., local time, Ft. Belvoir, VA the Tuesday following the Offering and shall remain valid for two business days after the time set for receipt of Quotes.
- h. If its Quote is accepted by the Government within two business days 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 on sales for any given day 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:

Anna Kerr (703) 767-5477
Martha Hochberg (703) 767-5503 or
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 Offer Price (JUN 99)

Quotes shall be expressed as a fixed dollar and cents (maximum of 4 decimal places) value on a per pound basis.

C.4 Minimum Quantity (JAN 95)

The minimum quote that will be considered for award shall be 40,000 lbs., unless a smaller quantity is all that is available for an item. If a smaller quantity is all that is available for a line item, then the minimum quote for that item shall be the entire quantity. A quote for less than the minimum quantity will be considered nonresponsive and ineligible for award. The maximum quote will be the entire quantity listed on the website.

C.5 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 subparagraph a. of this provision.
 - c. The only acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the facsimile machine, or oral testimony or statement of Government personnel.
 - d. Notwithstanding paragraph a. of this provision, a late modification of an otherwise successful Quote that makes its terms more favorable to the Government will be considered if it is received at any time prior to award and may be accepted.
 - e. If an emergency or unanticipated event interrupts normal Government processes so that Quotes cannot be received at the office designated for receipt of Quotes by the exact time specified in the Agreement and the Government is unable to provide timely notice of an extension of the time set for receipt of Quotes, the Request for Quotes for that day will be deemed cancelled.

C.6 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.
 - (7) Security of submission data.

C.7 Consideration of Quotes (JUN 99)

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

C.8 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 the minimum quantity set forth in C.4 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 this Agreement.
- f. Quotes that reject, modify or add terms, conditions or provisions shall render the Quote nonresponsive and ineligible for award.

C.9 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.10 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.11 Contract Award (JUN 99)

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

C.12 Unsuccessful Quoters (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 **D.1.b(2)** charged. Payment shall be accompanied by **identifying information including the contract number, invoice number (if any), and a description of the material purchased**. Payments without the required identification may be returned and shipment delayed. Payments shall be sent to:

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

D.2 Payment Due Date (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, 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 – MATERIAL REMOVAL**E.1 Removal of Material (JAN 02)**

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

<u>Quantity Awarded (pounds)</u>	<u>Contract Period</u>
0 – 320,000	30 calendar days
320,001 – 640,000	60 calendar days
over 640,000	90 calendar days

- 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 period is a Saturday, Sunday, holiday, or the storage location is otherwise closed that day, the period of contract performance will be extended to the next Government workday.

E.2 Storage Charges (JUL 97)

- a. Storage charges shall be assessed on all material remaining after the last day of the contract period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in Section **G.8 Default** of the Solicitation.
- b. The storage charge is the greater of the following: (1) **\$0.005 per pound** or fraction thereof (if a fraction of a pound remains, the charge will be for a full pound) per 30 day period regardless of whether the material remains in storage a period of 30 days or less than 30 days; or (2) commercial storage charges, if applicable.
- c. Storage charges will be invoiced upon shipment. Payment shall be made promptly.
- d. Payment of storage charges shall not relieve the Contractor of its obligation to remove the material in a timely manner. Acceptance of storage payments by the Government is not a waiver of the Government's right to default the Contractor for failure to remove the material (See Section **G.8 Default**).

SECTION F – SHIPPING

F.1 Request for Shipment (MAY 02)

- a. Shipment of Material: Delivery is F.O.B. carrier's conveyance. 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 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**. **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.
 - (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. 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 cargo is safely secured prior to leaving the depot. The Government will **not** block, chock, brace, lash, band, or in any manner secure the cargo on the Contractor's conveyance(s). The designee shall witness the loading. Any expenses over and above those normally incurred by the Government to meet the public carrier's requirements for loading like materials will be at the expense of the Contractor.
- e. The Contractor, its 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.
- f. Requests for shipment shall be for a minimum of 20 MT, or if the remaining balance is less than 20 MT, then for the balance at the location. Shipping instructions and

information requested in paragraph **b.**, above, are to be furnished to the following address:

ATTN: ZINC Contracting Officer, DNSC-C
Defense National Stockpile Center
8725 John J. Kingman Road, STE 3229
Ft. Belvoir, VA 22060-6223
Facsimile Number: (703) 767-5484

- g. The Government shall determine the order in which the material is scheduled, coordinated, and outloaded.
- h. 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 02)

- 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 and will be final for payment purposes.

F.4 Outloading/Weighing of Zinc in Drums (APR 02)

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

F.5 Weight Discrepancy (JAN 95)

- a. If the Contractor's weights for the material delivered vary from the Government's certified weights by more than one-half of one percent, the Contractor may give notice of such difference to the Contracting Officer within **two (2)** working days (exclusive of Saturdays, Sundays, and Government holidays) after receipt of the material at destination, requesting that the material be reweighed. In that case, the Contractor shall segregate the shipment in question and hold it intact pending reweighing. The entire shipment shall be reweighed by the Contractor at its expense, in the presence of and in the manner approved by a Government representative, using scales approved by the Government representative. If the weight varies from the Government's certified weight by greater than one-fourth of one percent, plus or minus, that weight shall govern for payment purposes. If the weight determined by reweighing does not vary from the Government's certified weight by greater than one-fourth of one percent, plus or minus, the Government's certified weight shall be final for payment purposes.
- b. No adjustment shall be considered or made in accordance with the above paragraph unless notice is given by the Contractor to the Contracting Officer within the time specified above and all other requirements of the paragraph are complied with.

F.6 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.7 Adjustment for Variation in Quantity or Weight (JAN 95)

The Government reserves the right to vary the quantity or weight delivered by 2% from the quantity or weight listed in the Solicitation 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.8 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 Solicitation. Inspection may occur prior to, during, or subsequent to removal of the material from Government storage locations. The Contractor or its agent shall provide Government representatives with access and any reasonable assistance required to conduct this inspection.

b. Material Safety Data Sheets

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

data provides specific toxicity and health related data for the protection of human health and the environment. Offerors should review this information carefully. It is the responsibility of the Contractor to further communicate this information to the distributor, manufacturer, user and/or transporter of this material as may be required by Federal regulations.

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

c. Use and Disposition

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

SECTION G – CONTRACT ADMINISTRATION DATA**G.1 Effective Period (JUN 99)**

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

G.2 Amendments and Modifications (JAN 95)

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

b. Protests Based on Alleged Improprieties in Solicitation:

Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals. In 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 acknowledgment of receipt from:

Attn: DNSC-C - (Insert name of the Contracting Officer)
Defense National Stockpile Center
8725 John J. Kingman Road, STE 3229
Ft. Belvoir, VA 22060-6223

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

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

- e. **Receipt of Protest:** A copy of the protest shall be received in the office designated above 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 01)

- a. This contract is subject to the Contract Disputes Act of 1978 (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. 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 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 by written decision of the Contracting Officer.
- (2) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) 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. 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 (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 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 (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, 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.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

COMPLETE AND RETURN THE FOLLOWING:

SUBMISSION IN RESPONSE TO THIS SOLICITATION:

Basic Ordering Agreement Cover 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)

Sec. B Financial Information as appropriate in response to Section B, Item 3.

AT THE TIME OF WEEKLY QUOTE SUBMISSION:

- I.1 The following clauses are self-certified by the Quoter on the 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)

I.1 Quote/Award Form (MAY 02)

QUOTE/AWARD FORM UNDER DLA-ZINC-004		CONTRACT NUMBER		PAGE 1 of	
FROM: _____ _____ _____		TO: DEFENSE NATIONAL STOCKPILE CENTER ATTN: ZINC CONTRACTING OFFICER, DNSC-C3 8725 JOHN J. KINGMAN ROAD, SUITE 3229 FORT BELVOIR, VA 22060 FAX: (703) 767-5494			
DATE OF QUOTE:	PLEASE FAX QUOTE TO THE FOLLOWING NUMBER: (703) 767-5541		INVOICE/PAYMENTS TO: ATTN: DNSC-R, ACCOUNTS RECEIVABLE DEFENSE NATIONAL STOCKPILE CENTER 8725 JOHN J. KINGMAN, SUITE 3229 FORT BELVOIR, VA 22060		
This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting Officer executing this contract and the Contractor identified below. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of the Basic Ordering Agreement (BOA), DLA-ZINC-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	PROPERTY DESCRIPTION AND LOCATION	QUANTITY <i>(No. of lbs)</i>	LBS.	PRICE/LB	TOTAL
	CONTRACTOR QUOTE:				
Quote was prepared in accordance with I.3 and I.4 of the solicitation _____ <i>(Offeror's initials required)</i>					
	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 AND TITLE OF CONTRACTING OFFICIAL			
Name: _____		Name: _____			
Title: _____		Title: _____			
Telephone Number: (____) _____					
Facsimile Number: (____) _____					

I.2 Shopping List (MAY 02)

GRADES
 PW = Prime Western
 HG = High Grade
 BS = Brass Special
 IM = Intermediate
 UNK = Unknown

ZINC INVENTORY

ITEM	LOCATION	GRADE	BRAND	METRIC TONS	POUNDS (LBS.)	BID QUANTITY (LBS)	UNIT PRICE PER/LB	TOTAL BID PRICE
52	SOMERVILLE, NJ	PW	ROSITA	189.00	416,673			
53	SOMERVILLE, NJ	PW	RAFFINE	1,989.00	4,384,989			
54	SOMERVILLE, NJ	PW	SS	8.00	17,637			
55	SOMERVILLE, NJ	PW	RAFFINE	4.00	8,818			
56	SOMERVILLE, NJ	PW	CDEP-PERU	665.00	1,466,072			
57	SOMERVILLE, NJ	PW	WESER	1,352.00	2,980,646			
58	SOMERVILLE, NJ	PW	ROTHEM	758.00	1,671,102			
59	SOMERVILLE, NJ	PW	V.M.	89.00	196,211			
60	SOMERVILLE, NJ	PW	PRAYON	157.00	346,125			
61	SOMERVILLE, NJ	PW	POLSKA	8.00	17,637			
62	SOMERVILLE, NJ	PW	CRC	203.00	447,538			
63	SOMERVILLE, NJ	PW	AMCO-BLACKWELL	27.00	59,525			
64	SOMERVILLE, NJ	PW	DELLA-CAMPINE	1,048.00	2,310,442			
65	SOMERVILLE, NJ	HG	CXQ	0.27	595			
Depot Total:				6,497.27	14,324,011			
75	MARIETTA, PA	HG	ANACONDA	8,795.00	19,389,633			
76	MARIETTA, PA	HG	US SMELTING	360.00	793,663			
77	MARIETTA, PA	HG	PAGE ELECTRO	2,833.00	6,245,688			
78	MARIETTA, PA	HG	CMR (PIOCHE)	863.00	1,902,587			
Depot Total:				12,851.00	28,331,572			
40	SCOTIA, NY	HG	NIPPON SODA	587.39	1,294,978			
41	SCOTIA, NY	HG	SAPEZ	2.60	5,736			
42	SCOTIA, NY	UNK	EMC	0.11	231			
43	SCOTIA, NY	UNK	ELECTRO NKK	0.35	769			
93	SCOTIA, NY	BS	VFZ	3,903.27	8,605,227			
Depot Total:				4,493.72	9,906,943			
55	VOORHEESVILLE, NY	HG	ST JOE	5,079.45	11,198,257			
56	VOORHEESVILLE, NY	HG	NATIONAL LEAD	5,020.41	11,068,096			
57	VOORHEESVILLE, NY	HG	US SMELTING	2,011.51	4,434,615			
58	VOORHEESVILLE, NY	HG	ANACONDA	20,429.47	45,039,218			
90	VOORHEESVILLE, NY	PW	LEHIGH	1,031.00	2,272,963			
91	VOORHEESVILLE, NY	PW	ST JOE	361.06	795,991			
Depot Total:				33,932.90	74,809,141			

I.2 Shopping List (MAY 02)

GRADES
 PW = Prime Western
 HG = High Grade
 BS = Brass Special
 IM = Intermediate
 UNK = Unknown

ZINC INVENTORY

ITEM	LOCATION	GRADE	BRAND	METRIC TONS	POUNDS (LBS.)	BID QUANTITY (LBS)	UNIT PRICE PER/LB	TOTAL BID PRICE
20	PT. PLEASANT, WV	PW	FRISCO	86.78	191,317			
21	PT. PLEASANT, WV	PW	DONORA	91.49	201,701			
22	PT. PLEASANT, WV	PW	GIRARD	55.53	122,423			
23	PT. PLEASANT, WV	PW	AMARILLO	545.68	1,203,017			
24	PT. PLEASANT, WV	PW	K	829.99	1,829,813			
25	PT. PLEASANT, WV	PW	BLACKWELL	731.92	1,613,605			
26	PT. PLEASANT, WV	PW	ROSITA	488.18	1,076,251			
27	PT. PLEASANT, WV	PW	MEADOWBROOK	1,822.27	4,017,413			
28	PT. PLEASANT, WV	PW	GRANBY	1,181.44	2,604,626			
29	PT. PLEASANT, WV	PW	AMERICAN SPECIAL	2,405.73	5,303,720			
30	PT. PLEASANT, WV	PW	M & H	1,066.14	2,350,434			
31	PT. PLEASANT, WV	PW	NATIONAL	5,285.58	11,652,695			
32	PT. PLEASANT, WV	PW	ST JOE	2,251.33	4,963,327			
33	PT. PLEASANT, WV	PW	LEHIGH	721.34	1,590,281			
34	PT. PLEASANT, WV	PW	EP	1,176.18	2,593,030			
35	PT. PLEASANT, WV	IM	BLACKWELL	39.71	87,545			
36	PT. PLEASANT, WV	IM	MEADOWBROOK	36.73	80,976			
92	PT. PLEASANT, WV	BS	NATIONAL	60.27	132,872			
Depot Total:				18,876.29	41,615,046			
101	WARREN, OH	PW	M & H	21.79	48,039			
Depot Total:				21.79	48,039			
80	HAMMOND, IN	PW	NATIONAL	6.27	13,830			
81	HAMMOND, IN	BS	AMCO BLACKWELL	3,876.39	8,545,965			
Depot Total:				3,882.66	8,559,794			

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 statues relating to the submission of Quotes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statement, or receiving stolen property; and
 - (C) 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 statue 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 (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

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 Analysis of Material (MAY 02)
- J.2 Storage Locations (MAY 02)
- J.3 Shipping Instructions (JAN 95)
- J.4 Material Safety Data Sheets
- J.5 Fedwire Procedures (JAN 95)

ANALYSES OF DNSC ZINC, PRIME WESTERN GRADE

DLA-ZINC-004

J.1 Analysis of Material (MAY 02)

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Percent by Weight (Dry Basis)

6-8/94

Brand	Dross (%)	Minimum Zn (%) by difference	Total Non-Zn(%) Tested	Max. Al (%)	Max. Cu (%)	Max. Pb (%)	Max. Cd (%)	Max. Fe (%)	Max. Sn (%)	Max. Sb (%)
"K"	0.08	97.64	2.359	0.001	1.330	0.907	0.086	0.010	0.020	0.005
"K"	0.04	97.48	2.520	0.008	1.460	0.943	0.076	0.011	0.018	0.004
Amarillo	0.04	>99.22	<0.781	<0.001	0.003	0.734	0.027	0.014	<0.001	<0.001
Amarillo	0.35	>98.35	<1.654	<0.001	0.016	1.598	<0.001	0.035	<0.001	0.002
Amarillo	0.04	>98.03	<1.973	<0.001	0.005	1.853	0.036	0.029	<0.001	0.001
Amarillo	0.06	>98.90	<1.104	<0.001	0.009	0.769	0.274	0.049	<0.001	<0.001
Amarillo	0.03	>98.84	<1.158	<0.001	0.002	1.079	0.065	0.009	<0.001	<0.001
Amarillo	0.03	>98.99	<1.006	<0.001	0.003	0.909	0.069	0.022	<0.001	<0.001
American	0.19	>99.67	<0.331	<0.001	0.002	0.272	0.031	0.022	0.002	<0.001
American	0.05	>99.35	<0.651	<0.001	0.005	0.591	0.007	0.037	0.009	0.001
Blackwell	0.22	>99.04	<0.957	<0.001	0.003	0.774	0.165	0.011	0.002	0.001
Blackwell	0.11	>99.16	<0.841	<0.001	0.003	0.763	0.048	0.022	0.003	<0.001
Blackwell	0.09	>99.24	<0.762	<0.001	0.003	0.665	0.079	0.011	0.002	<0.001
Blackwell	0.06	>99.67	<0.333	<0.001	0.013	0.238	0.003	0.076	<0.001	<0.001
Blackwell	0.05	>99.75	<0.249	<0.001	0.017	0.143	0.002	0.084	<0.001	<0.001
Donora	0.04	>99.84	<1.163	<0.001	<0.001	1.058	0.086	0.004	0.010	0.004
Donora	0.05	>98.83	<1.166	<0.001	<0.001	1.075	0.076	0.002	0.008	0.003
Frisco	0.06	>99.17	<0.830	<0.001	0.004	0.797	0.013	0.010	<0.001	<0.001
Frisco	0.09	>99.29	<0.712	<0.001	0.004	0.683	0.013	0.009	<0.001	<0.001
Girard	0.03	>99.44	<0.559	0.003	0.005	0.411	0.114	0.023	0.002	<0.001
Girard	0.10	>99.31	<0.689	<0.001	0.004	0.447	0.111	0.122	0.003	<0.001
Granby	0.18	>99.26	<0.744	<0.001	0.008	0.485	0.209	0.038	0.001	0.002
Granby	0.05	>99.23	<0.770	<0.001	0.002	0.724	0.022	0.015	0.004	0.002
Granby	0.06	>99.22	<0.784	<0.001	0.009	0.717	0.014	0.041	<0.001	0.001
Lehigh	0.04	99.59	0.406	<0.001	0.001	0.338	0.055	0.008	0.001	<0.001
Lehigh	0.02	99.68	0.325	<0.001	0.001	0.282	0.030	0.008	0.001	<0.001
Lehigh	0.06	99.66	0.335	<0.001	0.001	0.295	0.027	0.008	0.001	<0.001
Lehigh	0.03	99.64	0.359	<0.001	0.001	0.295	0.051	0.008	0.001	<0.001
Lehigh	0.05	99.67	0.330	<0.001	0.001	0.288	0.025	0.010	0.003	<0.001
Lehigh	0.06	99.27	0.733	<0.001	0.001	0.654	0.064	0.009	0.002	<0.001
Lehigh	0.05	98.76	1.245	<0.001	0.001	1.208	0.023	0.009	0.001	0.001
Lehigh	0.07	99.68	0.317	<0.001	0.001	0.269	0.029	0.012	0.003	0.001
M & H	0.14	>99.49	<0.513	<0.001	0.001	0.456	0.045	0.009	0.001	<0.001

ANALYSES OF DNSC ZINC, PRIME WESTERN GRADE

DLA-ZINC-004

J.1 Analysis of Material (MAY 02)

42 of 56

Percent by Weight (Dry Basis)

6-8/94

Brand	Dross (%)	Minimum Zn (%) by difference	Total Non-Zn(%) Tested	Max. Al (%)	Max. Cu (%)	Max. Pb (%)	Max. Cd (%)	Max. Fe (%)	Max. Sn (%)	Max. Sb (%)
M & H	0.21	>99.21	<0.786	<0.001	0.001	0.667	0.080	0.007	0.001	0.029
Meadowbrook	0.08	>99.74	<0.258	<0.001	<0.001	0.170	0.075	0.009	<0.001	<0.001
Meadowbrook	0.09	>99.74	<0.261	<0.001	<0.001	0.174	0.073	0.010	<0.001	<0.001
Meadowbrook	0.09	>99.73	<0.271	<0.001	<0.001	0.188	0.071	0.008	<0.001	<0.001
National	0.06	>99.42	<0.575	<0.001	0.004	0.498	0.045	0.020	0.006	<0.001
National	0.14	>99.44	<0.563	<0.001	0.008	0.503	0.021	0.019	0.010	<0.001
National	0.03	>98.90	<1.102	<0.001	0.002	1.000	0.056	0.007	0.035	0.001
National	0.01	>98.55	<1.453	<0.001	0.003	1.344	0.047	0.008	0.047	0.003
National	0.06	>97.57	<2.432	<0.001	0.006	2.284	0.021	0.057	0.059	0.004
Raffine	0.06	>98.49	<1.512	<0.001	0.007	1.276	0.149	0.061	0.015	0.003
Raffine	0.07	>98.61	<1.392	<0.001	0.005	1.120	0.223	0.017	0.023	0.003
Raffine	0.06	>98.63	<1.372	<0.001	0.005	1.140	0.179	0.028	0.016	0.003
Rosita	0.17	>98.56	<1.435	<0.001	<0.001	1.362	0.064	0.005	<0.001	0.001
Rosita	0.08	>98.52	<1.477	<0.001	0.006	1.408	0.027	0.031	0.002	0.002
Rosita	0.10	>98.55	<1.453	<0.001	0.007	1.318	0.073	0.049	0.003	0.002
Rosita	0.04	>98.88	<1.119	<0.001	0.006	1.033	0.052	0.015	0.010	0.002
Rosita	0.06	>98.83	<1.169	<0.001	0.007	1.087	0.051	0.014	0.007	0.002
Rosita	0.03	>98.84	<1.160	<0.001	0.009	0.921	0.156	0.069	0.003	0.001
Rosita	0.06	>99.11	<0.891	<0.001	0.002	0.731	0.140	0.015	0.001	<0.001
Rosita	0.03	>98.33	<1.670	<0.001	0.001	1.240	0.417	0.009	0.001	0.001
Rosita	0.06	>98.33	<1.666	<0.001	0.001	1.232	0.420	0.010	0.001	0.001
Rosita	0.07	>98.17	<1.830	<0.001	0.005	1.696	0.055	0.057	0.007	0.002
Rosita	0.08	>98.51	<1.489	<0.001	0.002	1.163	0.310	0.009	0.003	0.001
SS	0.13	98.70	1.301	0.002	0.005	1.160	0.084	0.018	0.029	0.003
SS	0.05	98.70	1.303	0.002	0.006	1.148	0.078	0.020	0.045	0.004
SS	0.08	98.80	1.201	0.005	0.004	1.063	0.085	0.013	0.028	0.003
SS	0.04	98.82	1.184	0.001	0.004	1.076	0.070	0.013	0.018	0.002
St. Joe	0.03	>98.32	<1.677	<0.001	0.007	1.619	0.023	0.015	0.007	0.005
St. Joe	0.02	>98.92	<1.083	<0.001	0.005	1.033	0.021	0.017	0.003	0.003
St. Joe	0.01	>98.78	<1.217	<0.001	0.011	1.165	0.010	0.020	0.005	0.005
St. Joe	0.05	>99.18	<0.823	<0.001	0.003	0.786	0.012	0.016	0.004	0.001
St. Joe	0.11	>99.21	<0.789	<0.001	0.007	0.733	0.012	0.027	0.007	0.002
St. Joe	0.04	>99.64	<0.361	<0.001	0.002	0.104	0.239	0.012	0.002	<0.001

ANALYSES OF DNSC ZINC, PRIME WESTERN GRADE

DLA-ZINC-004

J.1 Analysis of Material (MAY 02)

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Percent by Weight (Dry Basis)

6-8/94

Brand	Dross (%)	Minimum Zn (%) by difference	Total Non-Zn(%) Tested	Max. Al (%)	Max. Cu (%)	Max. Pb (%)	Max. Cd (%)	Max. Fe (%)	Max. Sn (%)	Max. Sb (%)
St. Joe	0.03	>99.13	<0.871	<0.001	0.002	0.832	0.024	0.008	0.003	0.001
St. Joe	0.05	>99.14	<0.862	<0.001	0.003	0.805	0.031	0.019	0.002	0.001
St. Joe	0.04	98.89	1.107	<0.001	0.008	1.061	0.016	0.012	0.005	0.003
St. Joe	0.04	98.76	1.245	<0.001	0.006	1.201	0.019	0.012	0.003	0.002

There are no analyses available for the High Grade (HG) and Intermediate (IM) zinc listed in the DNSC inventory. This zinc was purchased against the following specifications:

	ZINC	Cadmium	Lead	Iron
	<u>Minimum %</u>	<u>Maximum %'s</u>		
High Grade	99.9	0.070	0.070	0.020
Intermediate	99.27	0.500	0.200	0.030

No warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose. Analysis results are for informational purposes only - See Subsection A.4.

BRASS SPECIAL

<u>Location</u>	<u>Brand</u>	<u>Percent</u>							
		<u>Pb</u>	<u>Fe</u>	<u>Cd</u>	<u>Al</u>	<u>Cu</u>	<u>Sn</u>	<u>Total Non-Zn</u>	<u>Zn</u>
Hammond, IN	Amco Blackwell	0.21	0.009	0.088	<0.001	0.004	<0.001	0.311	99.689
Hammond, IN	Amco Blackwell	0.26	0.011	0.10	<0.001	0.003	<0.001	0.374	99.626
Hammond, IN	Amco Blackwell	0.31	0.014	0.11	<0.001	0.004	<0.001	0.438	99.562
Hammond, IN	Amco Blackwell	0.29	0.018	0.077	<0.001	0.008	<0.001	0.393	99.607
Hammond, IN	Amco Blackwell	0.32	0.015	0.092	<0.001	0.003	<0.001	0.430	99.570
Hammond, IN	Amco Blackwell	0.39	0.017	0.091	<0.001	<0.001	<0.001	0.498	99.502
Hammond, IN	Amco Blackwell	0.36	0.022	0.090	<0.001	0.003	<0.001	0.475	99.525
Hammond, IN	Amco Blackwell	0.27	0.009	0.087	<0.001	0.009	<0.001	0.375	99.625
Hammond, IN	Amco Blackwell	0.35	0.010	0.078	<0.001	0.005	<0.001	0.443	99.557
Hammond, IN	Amco Blackwell	0.30	0.011	0.088	<0.001	0.002	<0.001	0.401	99.599
Hammond, IN	Amco Blackwell	0.26	0.013	0.094	<0.001	0.003	<0.001	0.370	99.630
Hammond, IN	Amco Blackwell	0.32	0.014	0.10	<0.001	0.003	<0.001	0.437	99.563
Hammond, IN	Amco Blackwell	0.33	0.013	0.093	<0.001	0.006	<0.001	0.442	99.558
Hammond, IN	Amco Blackwell	0.27	0.013	0.092	<0.001	0.004	<0.001	0.379	99.621
Hammond, IN	Amco Blackwell	0.26	0.014	0.10	<0.001	0.006	<0.001	0.380	99.620
Hammond, IN	Amco Blackwell	0.31	0.011	0.083	<0.001	0.002	<0.001	0.406	99.594
Hammond, IN	Amco Blackwell	0.29	0.009	0.085	<0.001	0.007	<0.001	0.391	99.609
Hammond, IN (this analysis only - material formerly at Sharonville, OH)	Amco Blackwell	0.16	0.011	0.10	<0.001	0.007	<0.001	0.278	99.722
Scotia, NY	VFZ	0.17	0.014	0.120	<0.001	0.002	0.030	0.336	99.664
Point Pleaant, WV	National Zinc Co.	0.52	0.010	0.046	<0.001	0.002	<0.001	0.578	99.422

NOTE: The analysis results included are for informational purpose only - See Section A.4.

J.2 Storage Locations (MAY 02)

<u>SITE</u>	<u>HOURS</u>	<u>DAYS</u>	<u>ACCESSIBILITY</u>
Somerville, NJ (908) 725-6400	0715 – 1430	Monday – Friday	Truck
* Marietta, PA (410) 962-2346	1200 – 1500 0730 – 1500 0730 – 1200	Monday Tuesday – Thursday Friday	Truck (Managed by Somerville, NJ Depot)
Warren, OH (330) 652-1456	0715 – 1430	Monday – Friday	Truck
Hammond, IN (219) 937-5383 Ext. 104	0715 – 1430	Monday – Friday	Truck
* Voorheesville, NY (518) 370-3347	0800 – 1430	Monday – Friday	Truck (Managed by Scotia, NY Depot)
Scotia, NY (518) 370-3347	0715 – 1430	Monday – Friday	Truck
Pt. Pleasant, WV (304) 675-3410	0715 – 1430	Monday – Friday	Truck

*Unstaffed Site

Point of Contact:

Lance Kualii
Chief, Operations and Logistics Division
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Ft. Belvoir, VA 22060

Telephone: (703) 767-7607
Fax: (703) 767-7608
Email: lance_kualii@hq.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: ZINC

3. Item/Pile: _____

4. Depot: _____

5. a. Quantity: _____

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

6. Shipping Method: _____

7. a. Carrier Name: _____

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

8. Date Shipment Desired: _____

9. Ship To: _____

10. Minimum Load: _____

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

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

13. Copy of Payment Attached: Yes _____ No _____

14. Remarks: _____

15. Contractor's Signature: _____

Date

Telephone

16. Release Approved and Authorized: _____

Contracting Officer

Date

J.4 Material Safety Data Sheets – ZINC

DLA25228

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SECTION 1 CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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

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

SUBSTANCE: ZINC

TRADE NAMES/SYNONYMS:
ZINC ELEMENT; ZINC METAL; UN 1436; Zn; DLA25228; RTECS ZG8600000

CHEMICAL FAMILY: metal

CREATION DATE: Mar 17 1995

REVISION DATE: Sep 19 2000

SECTION 2 COMPOSITION, INFORMATION ON INGREDIENTS

COMPONENT: ZINC
CAS NUMBER: 7440-66-6
EC NUMBER (EINECS): 231-175-3
EC INDEX NUMBER: 030-001-00-1
PERCENTAGE: 100.0

SECTION 3 HAZARDS IDENTIFICATION

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

EC CLASSIFICATION (ASSIGNED):

F Highly Flammable
R 15-17

EC Classification may be inconsistent with independently-researched data.

EMERGENCY OVERVIEW:

PHYSICAL DESCRIPTION: Odorless, bluish-white metal in pig, ingot or tub form which may develop a white carbonate coating on exposure to moist air.

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, nausea, vomiting, diarrhea, difficulty breathing, headache

LONG TERM EXPOSURE: digestive disorders

SKIN CONTACT:

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SHORT TERM EXPOSURE: irritation (possibly severe)

LONG TERM EXPOSURE: no information on significant adverse effects

EYE CONTACT:

SHORT TERM EXPOSURE: irritation (possibly severe), tearing

LONG TERM EXPOSURE: no information is available

INGESTION:

SHORT TERM EXPOSURE: nausea, diarrhea, stomach pain, dizziness, hyperactivity or drowsiness, kidney damage

LONG TERM EXPOSURE: hair loss, headache, hyperactivity, lung damage, kidney damage, liver damage

CARCINOGEN STATUS:

OSHA: N

NTP: N

IARC: N

SECTION 4 FIRST AID MEASURES

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

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

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

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

ANTIDOTE: calcium disodium edetate/dextrose, intravenous; calcium disodium edetate/procaine, intramuscular.

SECTION 5 FIRE FIGHTING MEASURES

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

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

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.

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LOWER FLAMMABLE LIMIT: 0.5 oz/ft3

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SECTION 6 ACCIDENTAL RELEASE MEASURES

OCCUPATIONAL RELEASE:

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

SECTION 7 HANDLING AND STORAGE

Store and handle in accordance with all current regulations and standards. Protect from physical damage. Store in a cool, dry place. Store in a well-ventilated area. Keep separated from incompatible substances. Keep dry. Keep separated from incompatible substances.

SECTION 8 EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS:

ZINC:

ZINC OXIDE:

- 5 mg/m3 OSHA TWA (respirable dust fraction)
- 15 mg/m3 OSHA TWA (total dust)
- 10 mg/m3 OSHA TWA (total particulate) (vacated by 58 FR 35338, June 30, 1993)
- 5 mg/m3 OSHA TWA (fume)
- 10 mg/m3 OSHA STEL (fume) (vacated by 58 FR 35338, June 30, 1993)
- 10 mg/m3 ACGIH TWA (particulate) (no asbestos and <1% crystalline silica)
- 5 mg/m3 ACGIH TWA (fume)
- 10 mg/m3 ACGIH STEL (fume)
- 5 mg/m3 NIOSH recommended TWA 10 hour(s) (fume) (dust)
- 15 mg/m3 NIOSH recommended ceiling (dust)
- 10 mg/m3 NIOSH recommended STEL (fume)
- 1.5 mg/m3 DFG MAK (respirable dust fraction)
- 5 mg/m3 UK OES TWA (fume)
- 10 mg/m3 UK OES STEL (fume)

MEASUREMENT METHOD: Particulate filter; X-ray diffraction spectrometry; NIOSH III # 7502

MEASUREMENT METHOD: Particulate filter; Gravimetric; NIOSH III # 0600, Nuisance Dust (respirable)

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

EYE PROTECTION: Eye protection not required under normal conditions.

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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.

50 mg/m³

Any dust, mist, and fume respirator.

Any supplied-air respirator.

125 mg/m³

Any supplied-air respirator.

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

250 mg/m³

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

Any supplied-air respirator with a full facepiece.

Any powered, 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.

500 mg/m³

Any supplied-air respirator operated in a pressure-demand or other positive-pressure mode.

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, bluish-white metal in pig, ingot or tub form which may develop a white carbonate coating on exposure to moist air.

MOLECULAR WEIGHT: 65.39

MOLECULAR FORMULA: Zn

BOILING POINT: 1665 F (907 C)

MELTING POINT: 788 F (420 C)

VAPOR PRESSURE: 1 mmHg @ 487 C

VAPOR DENSITY: Not applicable

SPECIFIC GRAVITY (water=1): 7.14

WATER SOLUBILITY: reacts

PH: Not applicable

VOLATILITY: Not applicable

ODOR THRESHOLD: Not available

EVAPORATION RATE: Not applicable

COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available

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SECTION 10 STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: None reported.

INCOMPATIBILITIES: acids, bases, metals, oxidizing materials, reducing agents, halo carbons, metal salts, halogens, combustible materials, amines, metal oxides

ZINC:

ACIDS: Evolves hydrogen gas which may be ignited by the heat of the reaction

ALKALIES: Evolves hydrogen gas which may be ignited by the heat of the reaction.

ALUMINUM (POWDER): Possible ignition.

ALUMINUM-MAGNESIUM ALLOY + RUSTED STEEL: May spark on impact.

AMMONIUM NITRATE: Violent reaction or formation of explosive mixture.

AMMONIUM SULFIDE: May explode in a closed container.

ARSENIC: Incandescent reaction when heated.

ARSENIC TRIOXIDE: Explosive reaction on heating.

BROMOMETHANE: Forms flammable compounds.

CADMIUM: Incandescent reaction.

CALCIUM CHLORIDE: Evolves hydrogen gas which may be ignited by the heat of the reaction.

CARBON DISULFIDE: Incandescent reaction.

CARBON TETRACHLORIDE + METHANOL: Extremely vigorous reaction.

CHLORATES: Forms shock-sensitive mixtures.

CHLORINATED RUBBER: Violent or explosive reaction at elevated temperatures.

CHROMIC ANHYDRIDE: Violent reaction and possible ignition.

COBALT HALIDE (METHANOLIC SOLUTION) + IRON PENTACARBONYL: Violent reaction.

ETHYL ACETOACETATE + TRIBROMONEOPENTYL ALCOHOL: May react explosively.

HALOCARBONS: Possible violent reaction with ignition.

HALOGENS: Possible ignition.

HYDRAZINE NITRATE: Ignites on warming.

HYDROXYLAMINE: May ignite or explode when heated.

INTERHALOGENS: Violent reaction and possible ignition.

LEAD AZIDE: Increased sensitivity to explosive decomposition.

MANGANESE DICHLORIDE: Explosive reaction when heated.

METAL OXIDES: Possible ignition or incandescent reaction.

NITRIC ACID: Incandescent reaction.

2-NITROANISOLE + SODIUM HYDROXIDE: Exothermic reaction.

NITROBENZENE: May form pyrophoric residue.

NITRYL FLUORIDE: Incandesces when warmed.

OXIDIZERS (STRONG): Fire and explosion hazard.

PEROXYFORMIC ACID: Violent explosion on contact.

POTASSIUM NITRATE: Explosive reaction on heating.

POTASSIUM PEROXIDE: Incandescent reaction.

RHODIUM HALIDES (METHANOLIC SOLUTION) + IRON PENTACARBONYL: Violent reaction.

RUTHENIUM HALIDES (METHANOLIC SOLUTION) + IRON PENTACARBONYL: Violent reaction.

SELENIUM: Incandescent reaction.

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SELENINYL BROMIDE: Ignition.
SILVER + ELECTROLYTES (BATTERIES): May spontaneously combust.
SODIUM PEROXIDE: Incandescent reaction.
SULFUR: Violent reaction.
TELLURIUM: Incandescent reaction.
ZINC CHLORIDE: May increase flammability.

HAZARDOUS DECOMPOSITION:
Thermal decomposition products: oxides of zinc

POLYMERIZATION: Will not polymerize.

SECTION 11 TOXICOLOGICAL INFORMATION

ZINC:

IRRITATION DATA:

300 ug/3 day(s)-intermittent skin-human mild

TOXICITY DATA:

124 mg/m³/50 minute(s) inhalation-human TCLo

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: respiratory disorders, skin disorders and allergies

ADDITIONAL DATA: Excessive zinc intake has been associated with a copper-deficiency anemia.

HEALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE:

ZINC: Inhalation of dust may cause irritation with difficulty in breathing and sneezing. Neurological and psychiatric symptomology including irritability, upper extremity coarse intention tremor, incoordination, and ataxia have also been reported. 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 it is quickly lost. All symptoms usually subside within 24-36 hours.

CHRONIC EXPOSURE:

ZINC: Severe gastrointestinal disturbances and hypochromic anemia have been reported, but other chemicals may have contributed to the effects.

SKIN CONTACT:

ACUTE EXPOSURE:

ZINC: Dust may cause mechanical irritation and mild dermatitis in intertriginous areas. Reaction with moisture on skin may result in serious burns.

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CHRONIC EXPOSURE:

ZINC: 300 ug applied to human skin intermittently for 3 days caused mild irritation. Allergic reactions are rare, but have been reported.

EYE CONTACT:

ACUTE EXPOSURE:

ZINC: Dust may cause mechanical irritation or injury to the surface of the eye, with discomfort, reddening, and tearing. Direct contact may cause serious corneal burns.

CHRONIC EXPOSURE:

ZINC: No data available.

INGESTION:

ACUTE EXPOSURE:

ZINC: Large oral doses may cause gastrointestinal distress with stomach cramps, dehydration, electrolyte imbalance, abdominal pain, nausea, vomiting, hematemesis, diarrhea, lethargy, immune system effects, fever, dizziness, tightness in the throat, shock, collapse, renal failure, and death. Survivors may have residual nephritis and strictures of the esophagus and pyloric end of the stomach.

CHRONIC EXPOSURE:

ZINC: Patients taking zinc in amounts 10 times the RDA for months and years have not shown any adverse reactions. Excessive absorption may cause copper-deficiency anemia. Ingestion of approximately 85.7 mg/kg/day for 2 days caused lethargy, lightheadedness, staggering, and difficulty in writing clearly. 2 people who ingested 40 ppm in drinking water for several months experienced lack of concentration, drowsiness, mental and physical fatigue, pain in the arms and legs, headache, stiffness, muscle pains, loss of appetite, nausea, weight loss, and lassitude. 90 ppm in the diet for 5 weeks has resulted in a decrease in the HDL cholesterol level. Pancreatic abnormalities have also been observed. A diet of 0.25% in rats caused no injury; above 0.25% there was breakdown of the homeostatic mechanism, growth retardation, hypochromic anemia, and defective mineralization of the bones. Mice fed 500 ppm for 14 months exhibited hypertrophy of the adrenal cortex and changes indicating hyperactivity of the pancreatic islets and pituitary gland; 30,000 ppm for 13 weeks caused liver and kidney damage and some deaths. Cows fed 2% for 2 days developed severe enteritis, with 7 of 40 dying. Severe pulmonary emphysema and changes in the myocardium, kidneys, and liver were observed. Pigs fed >1000 ppm had reduced food intake and weight gain; at >2000 ppm, death occurred after 2 weeks. Bone changes were observed in foals fed 5400 ppm. High dietary levels of zinc have been associated with reduced fetal weights, altered concentrations of fetal iron and copper, and alopecia and reduced growth of offspring in animals.

SECTION 12 ECOLOGICAL INFORMATION

ECOTOXICITY DATA:

FISH TOXICITY: 840 ug/L 96 hour(s) LC50 (Mortality) Banded killifish (Fundulus diaphanus)

INVERTEBRATE TOXICITY: 45.8 ug/L 72 hour(s) EC50 (Shell Valve Closure) Swan

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mussel (*Anodonta cygnea*)

ALGAL TOXICITY: 65 ug/L 4 hour(s) IC50 (Population Growth) Diatom (*Nitzschia closterium*)

PHYTOTOXICITY: 10000 ug/L 4 hour(s) EC50 (Growth) Duckweed (*Lemna minor*)

FATE AND TRANSPORT:

BIOCONCENTRATION: 7100 uM 2 hour(s) BCFD (Residue) Duckweed (*Lemna trisulca*)
3.06 uM

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): Y

ZINC: 1000 LBS RQ

SARA SECTION 302 (40CFR355.30): N

SARA SECTION 304 (40CFR355.40): N

SARA SECTION 313 (40CFR372.65): Y

ZINC

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

ACUTE: N

CHRONIC: N

FIRE: N

REACTIVE: N

SUDDEN RELEASE: N

OSHA PROCESS SAFETY (29CFR1910.119): N

STATE REGULATIONS:

California Proposition 65: N

EUROPEAN REGULATIONS:

EC NUMBER (EINECS): 231-175-3

EC RISK AND SAFETY PHRASES:

R 15 Contact with water liberates extremely flammable gases.

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- R 17 Spontaneously flammable in air.
- S 2 Keep out of reach of children.
- S 7/8 Keep container tightly closed and dry.
- S 43e In case of fire, use dry chemical, carbon dioxide, water or regular foam.

GERMAN REGULATIONS:

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

SECTION 16 OTHER INFORMATION

MSDS SUMMARY OF CHANGES

SECTION 4 FIRST AID MEASURES

SECTION 5 FIRE FIGHTING MEASURES

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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