



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

IN REPLY

April 25, 2002

DNSC-C2

Dear Prospective DNSC Customer:

Thank you for your participation in the DNSC Cobalt Industry Meeting held on January 30, 2002. Attached hereto, please find the final version of the Basic Ordering Agreement (BOA), DLA-COBALT-001, the new sales format for DNSC cobalt sales. With the conversion to the BOA, DNSC is updating and streamlining its sales processes to allow it to be more reactive to market conditions and customer needs. The BOA is available on the DNSC website at <https://www.dnsc.dla.mil>. Please review the BOA in its entirety, as many sections are appreciably different from the preceding sales solicitations.

You may visit the DNSC website each Tuesday morning after 11:30 a.m., local time, to check on the status of cobalt sales offerings. While maintaining sensitivity to market conditions, DNSC may post multiple sales opportunities each month, but will limit its monthly sales quantity to 700,000 pounds of cobalt. Any material offered for sale in a given week will be posted to the DNSC web site (click on BOA Sales tab). An aggregate notice of cobalt sales that result from any offering(s) will be posted to the website at the end of each month. The total quantity of material sold in the month, approximate dollar value, and the names of companies awarded material will be posted on the DNSC web site; however, no bid abstract will be posted for sales.

With the issuance of the BOA, you are now invited to begin the pre-qualification process to participate in upcoming cobalt sales under DLA-COBALT-001, the BOA. Please review Section B of the BOA for pre-qualification requirements. A prospective customer will not be pre-qualified for sales participation until the Contracting Officer makes an affirmative determination of responsibility, which will include a review of the financial integrity of the Quoter. The Contracting Officer will provide written acceptance to the Quoter once they are approved to participate in sales under DLA-COBALT-001.

Thank you for your interest in the DNSC Cobalt Sales Program. Should you have any questions, please contact me at (703) 767-5483.

Sincerely,

  
DIANE L. KNIGHT  
Contracting Officer

Issue Date: April 25, 2002

# DLA-COBALT-001

## BASIC ORDERING AGREEMENT (BOA) FOR COBALT METAL



*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 cobalt under Basic Ordering Agreement, DLA-COBALT-001 (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.

\_\_\_\_\_  
(Company Name)

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Name of Signer

\_\_\_\_\_  
Name of Signer

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

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## **PART I – THE SCHEDULE**

### **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 6,000,000 pounds of cobalt metal 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 I.1 Quote/Award Form.

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

c. An executed Section I.1 Quote/Award Form, signed by a Contracting Officer, together with this Agreement and the Acceptance Letter shall constitute the Contract.

#### **A.3 Web Page (JUN 99)**

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

#### **A.4 Material Description (JAN 95)**

a. The cobalt listed in Section I.2 Cobalt Inventory is in the form of granules, rondelles, and cathode. For specific analytical and inventory data, contact DNSC-EQ (see Point of Contact for Quality and Analysis in Section J.1).

b. The granules and rondelles were acquired from various sources, mostly during the 1950's. Cobalt content ranges from 98.669% to 99.527%. The material is packed in wooden barrels and metal drums. The storage locations are Binghamton, NY, New Haven, IN, Point Pleasant, WV, Scotia, NY, Somerville, NJ, and Warren, OH.

c. The cathodes were acquired from three different producers: Zambia Consolidated Copper Mines Limited, Kalulushi Division, Chambishi Mine (ZCCM); Gecamines, at Lulu, Shaba, Zaire; and, International Nickel at the Port Colborne Nickel Refinery, Ontario, Canada (INCO). The material produced by ZCCM is broken electrolytic cathodes, acquired in 1984. Cobalt content ranges from 99.65% to 99.84%. The storage location is Binghamton, NY. The material produced by Gecamines is broken electrolytic cathodes, acquired from 1981 to 1984. Cobalt content ranges from 99.855% to 99.938%. The storage locations are Binghamton, NY, New Haven, IN, and Warren, OH. The material produced by INCO is electrolytic cathode rounds, acquired in 1985. Cobalt content ranges from 99.91% to 99.94%. The storage location is Binghamton, NY. All cathodes are packed in metal drums.

d. Government records indicate that the material conforms to the data provided; however, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose. For more information, see Section I.2.

#### **A.5 Payment Terms (JAN 02)**

The maximum acceptable payment terms for spot sales are net thirty (30) days from receipt of current, accurate, and complete Shipping Instructions.

#### **A.6 Financial Exposure Limit (MAR 02)**

a. The Defense National Stockpile Center (DNSC) will establish a financial exposure limit (maximum level of business DNSC will allow) for each Quoter. The financial exposure limit shall be determined based upon the following:

- (1) Financial Position of the Quoter
- (2) Past Performance
- (3) References (Suppliers, Financial Institutions)
- (4) Credit Reports

b. If the Contractor reaches its financial exposure limit, subsequent sales will cease until either the Contractor satisfactorily performs existing contracts or DNSC increases the exposure limit.

#### **A.7 Foreign Trade Statistics Regulations (MAR 02)**

a. The Contractor shall determine any export license requirements, obtain any export licenses or other official authorization required for export, and carry out any US Customs formalities for the export of any material awarded under this Agreement.

b. The Contractor shall comply with United States Bureau of Export Administration Foreign Trade Statistics and Export Administration Regulations as set forth in 15 CFR Parts 30 and 732 (as amended by 65 CFR 42556-42575, July 10, 2000 or any subsequent rule making).

c. If the Contractor is not a United States domestic entity or does not have a physical presence in the United States, and the material is to be exported, the Contractor shall either:

- (1) Engage a United States Forwarding Agent or other agent in accordance with 15 CFR 30.4(a) and (c); or
- (2) Engage a United States Order Party, in accordance with 15 CFR 30.4(a)(1)(iii), to conduct all negotiations, correspondence, and arrangements for sale, and to arrange for export of the material purchased.

d. The DNSC 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; i.e., a list of references.
4. Quoters shall submit the documentation to the following address/facsimile number:

Defense National Stockpile Center  
ATTN: Cobalt Contracting Officer, DNSC-C  
8725 John J. Kingman Drive  
Suite 3229  
Fort Belvoir, VA 22060-6223  
Fax: (703) 767-5494
5. The Government will evaluate the documentation to determine whether or not the Quoter is considered responsible and eligible for award and whether DNSC will extend payment terms. 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 reports.
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 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 it offers for sale on its web site, <https://www.dnsc.dla.mil>, on Tuesdays by 11:30 a.m., local time, Fort Belvoir, VA.

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

c. Quotes and modifications shall be submitted by facsimile in accordance with Section

d. Quoters shall submit Quotes on Section I.1, Quote/Award Form. Quotes shall be faxed to: (703) 767-5541, Attention: Cobalt Contracting Officer.

e. Section I.1 shall include the date of the Request for Quote and shall contain only the following additional information:

(1) Item number

(2) Commodity;

(3) Quantity;

(4) Unit price (see Section C.3, Offer Price)

(5) Company name;

(6) Title and signature of authorized Contractor representative

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 1:30 p.m., local time, Ft. Belvoir, VA on the due date designated on the web site for receipt of quotes. Quotes 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 or obtaining information on sales for any given day should contact one of the following DNSC personnel:

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

Alicia Turrentine: (703) 767-6515

James Jenkins: (703) 767-6529

c. Quoters needing additional information on sales for a given day should contact one of the following DNSC contracting personnel:

Diane Knight: (703) 767-5483

Rick Talbott: (703) 767-5497 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 for that day.

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 free of charge for downloading through the Internet at [www.adobe.com](http://www.adobe.com).**

### **C.3 Offer Price (JUN 99)**

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

b. The contract period for fixed price quotes shall not exceed 90 days from the date of award.

### **C.4 Minimum Quantity (JUN 99)**

The minimum quote quantity shall be one entire line item unless otherwise stated on the DNSC website.

### **C.5 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 one line item 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.6 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.7 Facsimile Submissions (JUN 99)

Facsimile Quotes and modifications will be accepted any time prior to the exact time set for receipt of Quotes. Facsimile withdrawals will be accepted any time before the time set for receipt of Quotes. **Quotes must be submitted 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 provisions of the Agreement, that contain garbled information, or are otherwise incomplete, may be excluded from consideration.

d. Facsimile submissions must contain the required signatures.

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

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

- (1) Receipt of garbled or incomplete submission.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of submission.
- (5) Failure of the Quoter to properly identify the submission.
- (6) Illegibility of submission.
- (7) Security of submission data.

### C.8 Consideration of Quotes (JUN 99)

a. The Government reserves the right to –

- (1) Reject any or all Quotes;

- (2) Waive any informalities and minor irregularities in a Quote;
- (3) Award a quantity less than the quantity quoted at the unit price quoted;
- (4) Accept any one item or group of items in a Quote, as may be in the best interest of the Government;

b. Quoters may submit multiple Quotes for multiple quantities at various unit prices and may specify a maximum quantity.

**C.9 Evaluation of Quotes (JUN 99)**

a. Quotes will be evaluated on the basis of price alone.

b. To participate in sales and be considered for award, Quoters must be pre-qualified in accordance with Section B.

**C.10 Tie Quote Procedure (JUN 99)**

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

**C.11 Contract Award (JUN 99)**

A written award or acceptance of a quote signed by the Contracting Officer and furnished to the successful Quoter(s) 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 of the basis for non-award.

**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.3. Fees for wire transfers are the responsibility of the Contractor. If payment is by wire transfer and the wrong account number is used, transfer/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  
Suite 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 and a credit limit established, then the Contractor shall pay the Government the full amount of **each** shipment no later than 30 calendar days after receipt of 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 and credit limits 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 removal period begins on the date of contract award and shall expire 90 days from the date of contract award.
- b. If the Contractor fails to pay for and remove the material on or before the last day of the contract removal period, the Contractor will be considered delinquent and no material will be shipped until payment has been received.
- c. The contract performance period includes Saturdays, Sundays, and holidays. If the last day of the contract period is a Saturday, Sunday, or holiday, or the storage location is otherwise closed that day, the period of contract performance will be extended to the next Government workday.

### **E.2 Storage Charges (JUL 97)**

- a. Storage charges shall be assessed on all material remaining after the last day of the contract period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in Section G.8 Default of the Invitation.
- b. The storage charge is the greater of the following: (1) \$0.005 per pound CO (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 (JAN 02)**

a. Handling and outloading will be by and at the expense of the Contractor. Delivery is F.O.B. carrier's conveyance. At least 5 working days prior to the date of shipment is required to commence the Contractor shall furnish commercial bills of lading to the designated storage depot. Simultaneously the Contractor shall complete and fax the form in Section **J.2 Shipping Instructions (JAN 95)** to the Contracting Officer. The Government will only accept shipping instructions from those individuals designated in Section **I.6** as being authorized to request shipment of material on behalf of the Contractor. **No material will be released under the provisions of this contract or any other contract the contractor has with DNSC until all outstanding delinquent charges and payments have been satisfied.**

b. "Shipping Instructions" shall include the following:

- (1) Quantity of material to be released.
- (2) Name of the carrier (including a telephone number where contact can be reached).
- (3) "Ship to" location.
- (4) Desired shipping schedule.
- (5) Name and telephone number of an agent who can furnish additional shipping information if needed.
- (6) Any additional information.

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

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

e. The Contractor, its agent and employees shall comply with all applicable rules at the storage depot; Federal, state and local load limitations; and all safety, health, and environmental requirements.

f. Requests for shipment shall be for a **minimum of one complete line item**. Shipping instructions and information requested in paragraph **b.**, above, are to be furnished to the following address:

Defense National Stockpile Center  
ATTN: DNSC-C, Cobalt Contracting Officer  
8725 John J. Kingman Road  
Suite 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.

## **F.2 Insurance Requirements (APR 95)**

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

a. Workers' compensation and employer's liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. General liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

c. Automobile liability insurance written on the comprehensive form of policy is required. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

## **F.3 Weighing (JUL 97)**

a. Each pallet shall be gross weighed by the Government at the time of outloading and a weight certificate shall be issued which shall also state the number of containers on each pallet.

b. In the event that any broken containers are detected at time of shipment, these will be overpackaged by the Government at the Government's expense prior to outloading. If no loss is discernible, the weight of record with the Government shall govern for that item and shall be final for payment.

**F.4 Weight Discrepancy (JUL 97)**

a. If the Contractor's gross weight for the material delivered varies from the Government's gross weight by more than *one-half of one percent per shipment*, the Contractor must give written notice of such difference to the Contracting Officer within 48 hours (exclusive of Saturday, Sunday, and Government holidays) after receipt of the cobalt at destination, requesting that the material be reweighed. In such case, the Contractor shall segregate the shipment in question and hold it intact pending such reweighing. The entire shipment shall be reweighed by the Contractor at its expense, in the presence of and in the manner approved by the Government representative. If the gross weight determined by such reweighing varies from the Government's gross weight by an amount greater than one-fourth of one percent, plus or minus, such weight shall govern from payment purposes. If the gross weight determined by such reweighing does not vary from the Government's gross weight by an amount greater than *one-fourth of one percent*, plus or minus, the Government's gross weight shall be final for payment purposes.

b. No adjustments shall be considered or made in accordance with the paragraph above unless written notice is given by the Contractor to the Contracting Officer within the time specified above and in accordance with the other requirements of the paragraph.

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

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

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

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

**F.7 Environmental Protection (JUN 95)****a. Transportation Requirements**

(1) The transportation of hazardous material is governed by Department of Transportation (DOT) Hazardous Materials Regulations (Title 49 Code of Federal Regulations, Parts 170-189).

If the material being transported is covered by DOT Regulations, the Contractor or its agent is responsible for certifying to DOT that hazardous materials are properly classified, described, packaged, marked, and labeled and are in a condition safe to transport based on the Contractor's or its agent's own examination of the material. (See especially 49 CFR 173.7(a)(1).)

(2) The Government reserves the right to conduct reasonable inspection of the Contractor's or its agent's transportation conveyances or other equipment utilized to effect removal of the material purchased under this Agreement. Inspection may occur prior to, during, or subsequent to removal of the material from Government storage locations. The Contractor or its agent shall provide Government representatives with access and any reasonable assistance required to conduct this inspection.

b. Material Safety Data Sheets

(1) Bidders are warned that unprotected exposure to hazardous substances, hazardous materials and hazardous chemicals may significantly increase the risk of health problems. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) and any other Federal, state or local laws, codes, any ordinances, and regulations (including obtaining any required licenses or permits) governing exposure to, and storage, handling, transportation, and disposition of this material.

(2) Material Safety Data Sheets as required by OSHA Hazard Communication Standard - 29 CFR 1910.1200 are incorporated herein. (See Section J.4) This data provides specific toxicity and health related data for the protection of human health and the environment. Bidders should review this information carefully. It is the responsibility of the Contractor to further communicate this information to the distributor, manufacturer, user and/or transporter of this material as may be required by Federal regulations.

(3) Bidders shall also refer to 29 CFR 1910 Occupational Safety and Health Standards, specifically 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 Invitation 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 bid under this Invitation 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 BOA may have been treated with a wood preservative to protect it from insect attack and decay. These preservatives penetrate and remain in the wood for a long time and may pose certain hazards if precautions are not taken during the handling, use, and disposal of these treated wood products. Treated wood products should not be burned in open fires. Contractors are encouraged to seek advice on proper disposal from the local environmental protection agency.

## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.1 Effective Period (JAN 95)**

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 signed by the Contracting Officer only.

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

### **G.3 Title (OCT 01)**

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

### **G.4 Risk of Loss (MAR 02)**

a. Prior to payment or shipment of material, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.

b. After payment or shipment of material, all risk of loss, damage or destruction from any cause whatsoever shall be borne by the Contractor.

### **G.5 Limitation on Government's Liability (JAN 95)**

a. Except as provided in paragraph b. in any case where liability of the Government to the contractor has been established, the measure of the Government's liability shall not exceed refund of whatever portion of the purchase price the Contractor has paid.

b. Where specifically authorized in writing by the Contracting Officer, the Contractor may recover reasonable costs of packing, loading, and transportation incurred in connection with return of material to the Government.

### **G.6 Protests (JUN 99)**

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

Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

**b. Protests Based on Alleged 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 procurements 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  
Suite 3229  
Ft. Belvoir, VA 22060-6223

2. Protest shall be served on 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  
Suite 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) (the Act).

b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

c. "Claim" as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d.(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this paragraph, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

d. (1) A claim by the Contractor shall be made in writing and unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be by written decision of the Contracting Officer.

(2) The Contractor shall provide the certification specified in paragraph (d)(2)(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 activity arising under the contract, and comply with any decision of the Contracting Officer.

## **G.8 Default (JAN 02)**

a. (1) The Government may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to –

(i) Make payment and remove the material within the time specified in this contract or any extension;

(ii) Remove the material within the time specified in this contract irrespective of whether or not payment has been made;

(iii) Make progress, so as to endanger performance of this contract; or

(iv) Perform any of the other provisions of this contract.

(2) The Government's right to terminate this contract under a.(1)(iii) and a.(1)(iv) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure. Upon the Contractor's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Contractor shall lose all right, title and interest which it might otherwise have acquired in and to the material as to which a default has occurred.

(3) If at any time prior to the expiration of this contract, the Contractor makes it clear either by words, actions, or circumstances, that the Contractor is unwilling or unable

to perform under this contract, the Government shall not be required to furnish the Contractor notice specifying a failure under this contract, prior to exercising its right to terminate this contract for default and seeking 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 persons 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 (JUN 95)**

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.

**SECTION I – SUBMITTALS**

**Basic Ordering Agreement Page**

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

- I.3** Certificate of Independent Price Determination (JAN 02)
- I.4** Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JUL 97)

**COMPLETE AND RETURN THE FOLLOWING (for prequalification):**

- I.4** Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JUL 97)
- I.5** Type of Business Organization (APR 96)
- I.6** Persons Authorized to Request Shipment of Material (FEB 98)
- I.7** Contractor's Billing Address (JUL 96)

I.1 Quote/Award Form

QUOTE/AWARD FORM UNDER DLA-COBALT-001		CONTRACT NUMBER		PAGE 1 of	
FROM: _____ _____ _____ _____		TO: DEFENSE NATIONAL STOCKPILE CENTER ATTN: COBALT CONTRACTING OFFICER, DNSC-C2 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-COBALT-001. In the event of a conflict between the terms of the BOA, the Acceptance Letter, and the Quote/Award Form (I.1), the terms of the Quote/Award Form shall govern.					
ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY (No. of Units)	UNIT	UNIT PRICE	TOTAL
	CONTRACTOR QUOTE:				
Quote was prepared in accordance with I.3 and I.4 of the BOA _____ (Quoter's initials required)					
	AWARD BY THE GOVERNMENT				
CONTRACT PERIOD EXPIRES ON:					
EXECUTION BY CONTRACTOR			ACCEPTANCE BY GOVERNMENT		
DATE (Day, Month, Year)		UNITED STATES OF AMERICA		DATE:	
NAME/SIGNATURE OF CONTRACTOR		BY:			
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS QUOTE (Type or print name and title under signature)			NAME AND TITLE OF CONTRACTING OFFICIAL		
Telephone Number: _____			Name: _____		
Facsimile Number: _____			Title: _____		

DNSC COBALT INVENTORY					
<b>GRANULES / RONDELLES &lt; 99.000%</b>					
<b>Storage Location</b>	<b>Type</b>	<b>Stockpile Wt.</b>	<b>CATHODE</b>		
		<b>(Lbs Co)</b>	<b>Storage Location</b>	<b>Type</b>	<b>Stockpile Wt.</b>
					<b>(Lbs Co)</b>
NEW HAVEN, IN	GRANULES	31,606.12	BINGHAMTON, NY	ZCCM	318,865.28
		31,606.12			
			BINGHAMTON, NY	INCO	299,673.08
<b>GRANULES / RONDELLES 99.000% - 99.299%</b>					
<b>Storage Location</b>	<b>Type</b>	<b>Stockpile Wt.</b>	BINGHAMTON, NY	GECAMINES	3,996,897.71
		<b>(Lbs Co)</b>			
BINGHAMTON, NY	GRANULES	19,221.71	NEW HAVEN, IN	GECAMINES	1,510,776.46
NEW HAVEN, IN	GRANULES	2,575,139.43	WARREN, OH	GECAMINES	1,122,722.86
PT. PLEASANT, WV	GRANULES	255,328.40			6,630,397.03
SCOTIA, NY	GRANULES	61,910.94	TOTAL CATHODE:		7,248,935.39
SOMERVILLE, NJ	GRANULES	549,681.49	GRAND TOTAL COBALT:		15,834,443.99
WARREN, OH	GRANULES	1,202,515.51			
		4,663,797.48			
NEW HAVEN, IN	RONDELLES	147,969.57			
SCOTIA, NY	RONDELLES	333,366.30			
SOMERVILLE, NJ	RONDELLES	293,676.29			
WARREN, OH	RONDELLES	94,306.17			
		869,318.33			
		5,533,115.81			
<b>GRANULES / RONDELLES 99.300% - 99.599%</b>					
<b>Storage Location</b>	<b>Type</b>	<b>Stockpile Wt.</b>			
		<b>(Lbs Co)</b>			
NEW HAVEN, IN	GRANULES	1,368,977.94			
PT. PLEASANT, WV	GRANULES	435,697.13			
SOMERVILLE, NJ	GRANULES	505,314.23			
WARREN, OH	GRANULES	157,179.10			
		2,467,168.40			
SCOTIA, NY	RONDELLES	49,711.52			
SOMERVILLE, NJ	RONDELLES	503,906.75			
		553,618.27			
		3,020,786.67			
TOTAL GRANULES/RONDELLES:		8,585,508.60			

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

a. The Contractor certifies that:

(1) The prices in each quote have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Quoters or competitor relating to (i) each quote, (ii) the intention to submit a quote, or (iii) the methods or factors used to calculate the price quoted;

(2) The prices in each quote have not been and will not be knowingly disclosed by the Quoter, directly or indirectly, to any other Quoter or competitor before contract award unless otherwise required by law; and

(3) No attempt has been made or will be made by the Quoter to induce any other concern to submit or not to submit a quote for purposes of restricting competition.

b. Each signature on the quote is considered to be a certification by the signatory that the signatory:

(1) Is the person in the Quoter's organization responsible for determining the prices being quoted, and that the signatory has not participated and will not participate in any action contrary to subparagraph a.(1) through a.(3) above; or

(2)(i) Has been authorized, in writing, to act as agent;

(ii) As an authorized agent, does certify that the principals have not participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) above.

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

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

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

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

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

(B) Have (\_\_\_\_) have not (\_\_\_\_), within a three-year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of quotes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statement, or receiving stolen property; and

(C) Are (\_\_\_) are not (\_\_\_) presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision a.(1)(i)(B) of this provision.

(D) Are (\_\_\_) are not (\_\_\_) presently indicted for or otherwise criminally or civilly charged by a Federal, state or local entity with violation of any environmental laws;

(E) Have (\_\_\_) have not (\_\_\_) within the three-year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for violation of a Federal, state or local environmental statute or regulation.

(ii) The Contractor has (\_\_\_) has not (\_\_\_), within a three-year period preceding this Agreement, had one or more contracts terminated for default by any Federal agency.

(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.2 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 Storage Locations (APR 02)**
- J.2 Shipping Instructions (JAN 95)**
- J.3 Fedwire Procedures (JAN 95)**
- J.4 Material Safety Data Sheets – Cobalt**

**J.1 STORAGE LOCATIONS (APR 02)**

<u>OUTLOADING HOURS</u>	<u>DAYS</u>	<u>SITE</u>	<u>AVAILABLE TRANSPORATION</u>
0715-1430	Monday - Friday	SOMERVILLE, NJ (908) 725-6400	TRUCK
0715-1430	Monday - Friday	BINGHAMTON, NY (607) 773-2602	TRUCK
0715-1430	Monday - Friday	NEW HAVEN, IN (260) 749-9544	TRUCK
0715-1430	Monday - Friday	SCOTIA, NY (518) 370-3347	TRUCK
0715-1430	Monday - Friday	PT PLEASANT, WV (304) 675-3410	TRUCK
0715-1430	Monday - Friday	WARREN, OH (330) 652-1456	TRUCK

**Defense National Stockpile Center Points of Contact:****SHIPPING INFORMATION:**

DEFENSE NATIONAL STOCKPILE CENTER  
**ATTN: MR. LANCE KUALII, DNSC-OL**  
 STRATEGIC MATERIAL MANAGEMENT DIVISION  
 8725 JOHN J. KINGMAN ROAD, SUITE 3229  
 FT. BELVOIR, VA 22060  
 Tele: (703) 767-7607  
 Fax: (703) 767-7608

**QUALITY AND ANALYSIS INFORMATION:**

DEFENSE NATIONAL STOCKPILE CENTER  
**ATTN: DR. RUSSELL FOSTER, DNSC-EQ**  
 QUALITY ASSURANCE DIVISION  
 8725 JOHN J. KINGMAN ROAD, SUITE 3229  
 FT. BELVOIR, VA 22060  
 Tele: (703) 767-7619  
 Fax: (703) 767-6795

**J.2 Shipping Instructions (JAN 95)**

1. a. Company Name: \_\_\_\_\_

b. Point of Contact: \_\_\_\_\_ c. Telephone No.: \_\_\_\_\_

2. a. DNSC Contract No.: SP0833-\_\_\_\_\_ b. Commodity: \_\_\_\_\_

3. Item: \_\_\_\_\_

4. Depot: \_\_\_\_\_

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

c. Total Value: \$ \_\_\_\_\_

6. Shipping Method: \_\_\_\_\_

7. a. Carrier Name: \_\_\_\_\_

b. Point of Contact: \_\_\_\_\_ c. Telephone No.: \_\_\_\_\_

8. Date Shipment Desired: \_\_\_\_\_

9. Ship To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

10. Remarks: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

11. Authorized Personnel to Request Shipment of Material:

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### J.3 Fedwire Procedures (JAN 95)

The Sender should use a bank that has 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

**J.4 Material Safety Data Sheets - Cobalt**

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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: COBALT

TRADE NAMES/SYNONYMS:

C.I.77320; COBALT-59; C-363; COBALT ELEMENT; Co; DLA05251; RTECS GF8750000

CHEMICAL FAMILY: metal

CREATION DATE: Mar 27 1995

REVISION DATE: Sep 19 2000

-----  
SECTION 2        COMPOSITION, INFORMATION ON INGREDIENTS  
-----

COMPONENT: COBALT  
CAS NUMBER: 7440-48-4  
EC NUMBER (EINECS): 231-158-0  
EC INDEX NUMBER: 027-001-00-9  
PERCENTAGE: 100.0

-----  
SECTION 3        HAZARDS IDENTIFICATION  
-----

NFPA RATINGS (SCALE 0-4): HEALTH=2 FIRE=0 REACTIVITY=0

EC CLASSIFICATION (ASSIGNED):

Sensitizing

R 42/43

EC Classification may be inconsistent with independently-researched data.

EMERGENCY OVERVIEW:

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

MAJOR HEALTH HAZARDS: respiratory tract irritation, skin irritation, eye irritation, allergic reactions, suspect cancer hazard (in animals)

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

POTENTIAL HEALTH EFFECTS:

INHALATION:

SHORT TERM EXPOSURE: irritation, allergic reactions, lung damage, tumors

LONG TERM EXPOSURE: digestive disorders, chest pain, difficulty breathing,

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headache, lung damage, paralysis, reproductive effects

**SKIN CONTACT:**

SHORT TERM EXPOSURE: irritation, allergic reactions, rash

LONG TERM EXPOSURE: same as effects reported in short term exposure

**EYE CONTACT:**

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: same as effects reported in short term exposure

**INGESTION:**

SHORT TERM EXPOSURE: vomiting, diarrhea

LONG TERM EXPOSURE: rash, ringing in the ears, digestive disorders, difficulty breathing, hearing loss, bluish skin color

**CARCINOGEN STATUS:**

OSHA: N

NTP: N

IARC: Y

---

**SECTION 4 FIRST AID MEASURES**

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**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. Get medical attention immediately.

---

**SECTION 5 FIRE FIGHTING MEASURES**

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

**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

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inhalation of material or combustion by-products.

---

SECTION 6 ACCIDENTAL RELEASE MEASURES

---

**WATER RELEASE:**

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

---

SECTION 7 HANDLING AND STORAGE

---

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

---

SECTION 8 EXPOSURE CONTROLS, PERSONAL PROTECTION

---

**EXPOSURE LIMITS:****COBALT:****COBALT METAL, DUST, AND FUME (as Co):**

- 0.1 mg/m<sup>3</sup> OSHA TWA
- 0.05 mg/m<sup>3</sup> OSHA TWA (vacated by 58 FR 35338, June 30, 1993)
- 0.02 mg/m<sup>3</sup> ACGIH TWA
- 0.05 mg/m<sup>3</sup> NIOSH recommended TWA 10 hour(s)
- 0.5 mg/m<sup>3</sup> AGS TRK (inhalable fraction) (production)
- 0.1 mg/m<sup>3</sup> AGS TRK (inhalable fraction)
- 0.1 mg/m<sup>3</sup> UK MEL TWA

**MEASUREMENT METHOD:** Particulate filter; Acid; Atomic absorption spectrometry; NIOSH III # 7027

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

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

**CLOTHING:** Wear appropriate chemical resistant clothing.

**GLOVES:** Wear appropriate chemical resistant gloves.

**RESPIRATOR:** The following respirators and maximum use concentrations are drawn

from NIOSH and/or OSHA.

Measurement Element:

Cobalt (Co)

0.25 mg/m<sup>3</sup>

Any dust and mist respirator.

0.5 mg/m<sup>3</sup>

Any dust and mist respirator.

Any dust, mist, and fume respirator.

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Any supplied-air respirator.

Any self-contained breathing apparatus.

1.25 mg/m3

Any supplied-air respirator.

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

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

2.5 mg/m3

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

Any self-contained breathing apparatus with a full facepiece.

Any supplied-air respirator with a full facepiece.

20 mg/m3

Any supplied-air respirator with a full facepiece that is 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, silver-gray or bluish-white metal in pig, ingot or tub form.

MOLECULAR WEIGHT: 58.93

MOLECULAR FORMULA: Co

BOILING POINT: 5198 F (2870 C)

MELTING POINT: 2723 F (1495 C)

VAPOR PRESSURE: Not applicable

VAPOR DENSITY: Not applicable

SPECIFIC GRAVITY (water=1): 8.92

WATER SOLUBILITY: insoluble

PH: Not applicable

VOLATILITY: 0%

ODOR THRESHOLD: Not available

EVAPORATION RATE: 0 (butyl acetate=1)

COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available

SOLVENT SOLUBILITY:

Soluble: dilute nitric acid, hydrochloric acid, sulfuric acid

-----  
 SECTION 10           STABILITY AND REACTIVITY  
 -----

REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: None reported.

INCOMPATIBILITIES: combustible materials, acids, oxidizing materials, halogens

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## COBALT:

ACETYLENE: Incandescent reaction.  
 ACIDS (STRONG): Incompatible.  
 AMMONIUM NITRATE: Violent or explosive reaction.  
 BROMINE PENTAFLUORIDE: Violent reaction with possible ignition.  
 BROMINE TETRAFLUORIDE: Violent reaction with possible ignition.  
 HYDRAZINIUM NITRATE: Possible explosion above 70 C.  
 NITRATES: Incompatible.  
 NITRYL FLUORIDE: Incandescent reaction.  
 OXIDIZERS (STRONG): Fire and explosion hazard.  
 1,3,4,7-TETRAMETHYLISOINDOLE: Possible explosion on heating.

## HAZARDOUS DECOMPOSITION:

Thermal decomposition products: oxides of cobalt  
 POLYMERIZATION: Will not polymerize.

-----  
SECTION 11 TOXICOLOGICAL INFORMATION  
-----

## COBALT:

## TOXICITY DATA:

6171 mg/kg oral-rat LD50; 100 mg/kg intraperitoneal-rat LD50; 100 mg/kg intravenous-rat LDLo; 25 mg/kg intratracheal-rat LDLo; 100 mg/kg intraperitoneal-mouse LDLo; 750 mg/kg oral-rabbit LDLo; 100 mg/kg intravenous-rabbit LDLo; 200 mg/m3/17 week(s) intermittent inhalation-rat TCLo; 100 ug/m3/6 hour(s)-13 week(s) intermittent inhalation-pig TCLo

CARCINOGEN STATUS: IARC: Human Inadequate Evidence, Animal Sufficient Evidence, Group 2B; ACGIH: A3 -Animal Carcinogen (Cobalt and cobalt compounds); TRGS 905: K 3

A significant increase in the risk for lung cancer was reported among workers in cobalt production who were also exposed to nickel and arsenic and hard-metal workers with documented exposure to cobalt-containing dusts. A significant increase in lung cancer risk was seen in people exposed for more than 10 years whose exposure had begun more than 20 years previously. A number of single cases of malignant tumors, mostly sarcomas, have been reported at the site of orthopaedic implants containing cobalt.

Intramuscular and intrathoracic injections of cobalt metal powder in rats produced sarcomas at the injection site.

## LOCAL EFFECTS:

Irritant: inhalation, skin, eye

## ACUTE TOXICITY LEVEL:

Slightly Toxic: ingestion

TARGET ORGANS: immune system (sensitizer)

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

## TUMORIGENIC DATA:

126 mg/kg intramuscular-rat TDLo; 75 mg/kg implant-rabbit TDLo; 126 mg/kg intramuscular-rat TD

## MUTAGENIC DATA:

micronucleus test - human leukocyte 600 ug/L; DNA damage - human leukocyte 3 mg/L

ADDITIONAL DATA: Alcohol may enhance the toxic effects.

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### HEALTH EFFECTS:

#### INHALATION:

##### ACUTE EXPOSURE:

COBALT: May cause upper respiratory tract irritation, rhinitis, conjunctivitis and tracheitis. Sensitization reactions may occur in previously exposed individuals. An obliterative bronchiolitis adenomatosis has been produced in guinea pigs intratracheally injected with the dust at doses of 50, 25, and 10 mg. Intratracheal administration of 12.5 mg/kg caused lethargy and death in rats in 15 minutes to 6 hours.

##### CHRONIC EXPOSURE:

COBALT: Prolonged or repeated exposure may cause respiratory irritation, discharge from respiratory or digestive mucous membranes, nasal obstruction, sneezing, clear secretions sometimes containing blood, an intense burning sensation when swallowing, exertional dyspnea, gastrointestinal distress, appetite and weight loss, peripheral neuritis, headache, weakness, irritability, partial or complete loss of the sense of smell, auditory nerve problems, and an increased incidence of spontaneous abortions in women workers and in the wives of men workers. Several cases of cardiomyopathy have been reported in workers. The onset of the disease may begin gradually with steadily increasing chest discomfort and sharp pains near the heart. Other symptoms may include dry cough, mucoid sputum, general malaise, drop in blood pressure, right sided hemiparesis, sleeplessness, and weight loss. Fragmented myocardial fibers, vacuolar change, diffused thickening of the endocardium and absence of an inflammatory reaction were signs of cardiomyopathy. Studies from workers chronically exposed to cobalt in tungsten carbide manufacturing of hard metal revealed three types of respiratory disease: Airways obstruction may occur from simple irritation and appears to be related to an allergic response. It has been reported to occur at a level of 0.06 mg/m<sup>3</sup> and is characterized by wheezing, cough, and shortness of breath while at work with symptoms improving when exposure ceases. This syndrome may not develop until 6 to 18 months of exposure has occurred and is not thought to be progressive. However once sensitized a worker could probably not tolerate inhalation of even small amounts; interstitial pneumonitis, a syndrome similar to extrinsic allergic alveolitis has been reported in workers. The signs and symptoms are compatible with transient pneumonitis. Basal crackles and radiographic abnormalities occur but symptoms improve and respiratory impairment is decreased or resolved once the subject is removed from exposure for a period of time; interstitial fibrosis has been observed to occur in workers exposed to 0.1 to 0.2 mg/m<sup>3</sup> for usually 10 years. Symptoms included cough, scanty mucoid sputum, and shortness of breath which progressively worsens. Tachypnea is frequent, and clubbing of the digits, and basal crackles are late features of this condition. Pulmonary function is decreased and death is usually due to pulmonary hypertension and cor pulmonale.

### SKIN CONTACT:

#### ACUTE EXPOSURE:

COBALT: May cause irritation. Sensitization dermatitis may occur in persons who have been previously exposed. Both urticarial eruptions and erythematous papular types have been described and usually occur in skin areas subjected to friction, such as the elbow flexures, ankles, and neck.

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## CHRONIC EXPOSURE:

COBALT: Repeated or prolonged contact may lead to sensitization dermatitis.

## EYE CONTACT:

## ACUTE EXPOSURE:

COBALT: May cause irritation. Workers in the cobalt-cemented tungsten industry have not experienced eye irritation at concentrations below 1 mg/m<sup>3</sup>.

## CHRONIC EXPOSURE:

COBALT: Repeated or prolonged exposure may cause conjunctivitis.

## INGESTION:

## ACUTE EXPOSURE:

COBALT: Vomiting, diarrhea, and a sensation of hotness may occur after the ingestion of large amounts.

## CHRONIC EXPOSURE:

COBALT: Cardiomyopathy has been caused by excessive intake of cobalt. Signs and symptoms of this illness included gastrointestinal disturbances with nausea, vomiting and diarrhea, shortness of breath, dry and persistent cough, thoracic and right upper quadrant abdominal pain, ankle edema, cyanosis, lowered blood pressure, heart enlargement, pericardial effusion, rapid heart rate, electrocardiographic abnormalities and death. Sequela following this illness included recurrent chronic heart failure, and neurologic and mental deterioration. Therapeutic administration has caused nausea, vomiting, skin rash, tinnitus, nerve deafness, thyroid hyperplasia, myxedema, polycythemia, congestive heart failure, and death. Administration to humans at 1 mg daily for three days resulted in prolonged time for blood clot formation. Degenerative changes have occurred in the liver, kidneys, and pancreas of animals. Administration in drinking water produced erythropoietic effects, immunosuppression, and inhibited reflex learning in rats.

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SECTION 12 ECOLOGICAL INFORMATION  
-----

## ECOTOXICITY DATA:

FISH TOXICITY: 112.5 ug/L 30 hour(s) (Growth) Fathead minnow (Pimephales promelas)

INVERTEBRATE TOXICITY: 10 ug/L 14 week(s) (Growth) Pacific oyster (Crassostrea gigas)

ALGAL TOXICITY: 58900 ug/L 0.5 hour(s) (Biochemical) Blue-green algae (Anabaena variabilis)

## FATE AND TRANSPORT:

BIOCONCENTRATION: 4000 M 24 week(s) BCF (Residue) Blue-green algae (Coccolchloris sp) 1E-8.4 M

**J.4 Material Safety Data Sheets - Cobalt**

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SECTION 13 DISPOSAL CONSIDERATIONS  
-----

Dispose in accordance with all applicable regulations.

-----  
SECTION 14 TRANSPORT INFORMATION  
-----

No classification assigned.

LAND TRANSPORT ADR/RID: No classification assigned.

AIR TRANSPORT IATA/ICAO: No classification assigned.

MARITIME TRANSPORT IMDG: No classification assigned.

-----  
SECTION 15 REGULATORY INFORMATION  
-----

## U.S. REGULATIONS:

TSCA INVENTORY STATUS: Y

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

CERCLA SECTION 103 (40CFR302.4): N

SARA SECTION 302 (40CFR355.30): N

SARA SECTION 304 (40CFR355.40): N

SARA SECTION 313 (40CFR372.65): Y

Cobalt

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

ACUTE: Y

CHRONIC: Y

FIRE: N

REACTIVE: N

SUDDEN RELEASE: N

OSHA PROCESS SAFETY (29CFR1910.119): N

## STATE REGULATIONS:

California Proposition 65: Y

Known to the state of California to cause the following:

Cobalt

Cancer (Jul 01, 1992)

## EUROPEAN REGULATIONS:

EC NUMBER (EINECS): 231-158-0

## EC RISK AND SAFETY PHRASES:

R 42/43 May cause sensitization by inhalation and skin contact.

S 2 Keep out of reach of children.

S 22 Do not breathe dust.

S 24 Avoid contact with skin.

S 37 Wear suitable gloves.

## GERMAN REGULATIONS:

## J.4 Material Safety Data Sheets - Cobalt

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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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