



IN REPLY
REFER TO

**DEFENSE LOGISTICS AGENCY
DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 4616
FT. BELVOIR, VIRGINIA 22060-6223**

DNSC-P1

February 8, 1999

Dear Prospective Bidder:

On Monday, March 8, 1999 at 10:00 AM, local time, the Defense Logistics Agency, Defense National Stockpile Center, will open and consider bids for the sale of approximately 500,000 pounds of contained cobalt (LBS(Co)) metal cathodes under Invitation for Bids DLA-COBALT CATHODES-001.

The format of the sale is "sealed bid", therefore, awards will be made based on price alone as explained in Section B.7.a of the Invitation for Bids. Award will be made within three (3) working days from the date of the bid opening. No domestic consumption provision has been included. No discussions will be allowed.

Bidders are cautioned to carefully review Section E.1. This section establishes a minimum quantity of material that must be paid for and removed within each forty-five (45) day period that the contract is in effect.

Additional copies of this Invitation are available upon request. Inquiries should be addressed to: ATTN: Cobalt Contracting Officer, Directorate of Stockpile Contracts, Defense National Stockpile Center, 8725 John J. Kingman Road, Suite 4616, Fort Belvoir, VA 22060-6223, Facsimile No. 703-767-5484.

Your interest in the Defense National Stockpile Center's sales program is appreciated. Should you have further questions regarding the sale of cobalt, please contact the undersigned at 703-767-5487.

Sincerely,

JENNIFER IRIBARREN
Contracting Officer



ISSUE DATE: February 08, 1999

DLA-COBALT CATHODES-001

INVITATION FOR BIDS FOR COBALT CATHODES



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SECTION A - INVITATION

A.1 Introduction (JUL 97)

a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC), is soliciting bids for the sale of approximately 500,000 pounds of contained cobalt metal (LBS(Co)) cathodes. The bid opening will be held on March 8, 1999 at 10:00 a.m., local time, Ft. Belvoir, VA. Bids must be received at the address in Section **B.2.a.** by 10:00 a.m., local time, Ft. Belvoir, VA. In the event that March 8, 1999 is a holiday, or DNSC is otherwise closed at that time, bids for that day will be received at 10:00 a.m. on the next DNSC business day.

b. Bidders are advised to telephone the Directorate of Stockpile Contracts at (703) 767-6500 to ascertain the availability of material.

c. Delivery is F.O.B. carrier's conveyance. The Government will assist with outloading. (See **F.1.d.**)

A.2 Description (JAN 95)

a. The cobalt listed in Section **I.2**, Item Numbers 3001-3015, is in the form of broken electrolytic cathodes, Grade R6-B, produced by Falconbridge/Sherritt Gordon (c. 1989-1990), and packed in drums (551 pounds of cathode/drum). The material comes with Certificates of Analysis from the producer and a Government contract laboratory. Copies of these Certificates are provided in Section **J.1**, along with DNSC Purchase Specification P-13-R6 covering refined cobalt metal. The storage location is New Haven, IN.

b. The cobalt listed in Section **I.2**, item numbers 2009-2023, is in the form of broken electrolytic cathodes, Grade B, produced by Gecamines (c. 1982-1983), and packed in drums (551 pounds of cathode/drum). The material comes with Certificates of Analysis from the producer and a Government contract laboratory. Copies of these Certificates are provided in Section **J.1**, along with DNSC Purchase Specification P-13-R4 covering refined cobalt metal. The storage location is Warren, OH.

c. 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.

SECTION B – PREPARATION AND SUBMISSION OF BIDS

B.1 Submittals (JAN 95)

Bidders shall submit **all** of the following documents along with the bid unless otherwise noted:

a. Section I.1 Sale of Government Property Bid and Award (JAN 95) with the section entitled “Execution by Bidder” completed.

b. Section I.2, Item Bid Page(s) – DLA-COBALT CATHODES-001 with (1) unit price column; (2) total bid price column; (3) company name; (4) name and title; and (5) signature and date blocks completed. Where there is a discrepancy between the unit price and the total bid price, the unit price will govern.

c. Representations, Certifications and Identifications at Section I.3 through I.9. Bidders please note: If Annual Representations, Certifications and Identifications have previously been submitted they need not be resubmitted.

B.2 General Information (JUL 97)

a. Facsimile bids and modifications will be accepted in accordance with Section **B.5**. Bids may also be submitted by mail or hand delivered enclosed in a sealed envelope and addressed to:

ATTN: DNSC-L (Bid Custodian)
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 4616 (Mail) or Suite 4528 (Hand Delivered)
Fort Belvoir, Virginia 22060-6223
Facsimile No. (703) 767-5541

Place the name and address of the Bidder in the upper left corner and the following information in the lower left corner on the face of the envelope:

INVITATION FOR BIDS
DLA-COBALT CATHODES-001

b. The Bidder agrees, if its bid is accepted by the Government within three (3) working days from the date specified in the invitation for receipt of bids, to purchase any or all material on which bids are made at the price bid and to take delivery of the material within the time specified in the executed **Section I.1 Sale of Government Property Bid and Award (JAN 95)**.

c. Unless a designation of agent is on file at DNSC, a Bidder submitting a bid as agent for another party shall submit written proof, either prior to or with the bid, that it is authorized to act as agent and shall tender the bid in the name of the principal.

B.3 Minimum Quantity (JAN 95)

The minimum bid quantity is one complete line item.

B.4 Late Submissions, Modifications, and Withdrawals of Bids (MAR 98)

a. Any bid received at the office designated in the solicitation after the exact time specified for receipt of bids will not be considered unless it is received before award is made and it—

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to an invitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of bids. The term “working days” excludes weekends and U.S. Federal holidays; or

(4) Was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids.

b. Notwithstanding paragraph a. of this provision, the only acceptable evidence to establish the time of receipt of a facsimile bid transmitted to a number other than that listed in Section **B.5** is the time/date stamp manually recorded by Government personnel, other documentary evidence maintained by the installation, or oral testimony or statements of Government personnel. In no event will the time/date annotated by a facsimile machine located at a number other than that listed in Section **B.5** be acceptable evidence to establish the timeliness of a bid.

c. Any modification of a bid is subject to the same conditions as in subparagraphs a.(1) through a.(5) of this provision.

d. The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid or modification shall be processed as if mailed late. “Postmark” means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull’s eye postmark on both the receipt and the envelope or wrapper.

e. Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

f. The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph d. of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

h. Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before time of bid opening. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Submissions". Bids may be withdrawn in person by a bidder or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the bid before award.

i. If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the office designated for receipt of bids by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the invitation or other notice of an extension of the closing date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

B.5 Facsimile Submissions (JUL 97)

Facsimile bids and modifications will be accepted any time prior to the exact time set for receipt of bids. Facsimile withdrawals will be accepted any time before time of bid opening. **Bidders must use the facsimile number: (703) 767-5541.**

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

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

c. Facsimile submissions that fail to furnish required representations or information, that reject any of the terms, conditions, and provisions of the Invitation, 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 Bidder agrees to promptly submit the complete original signed submission.

f. If the Bidder chooses to transmit a facsimile submission, 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 Bidder to properly identify the submission.
- (6) Illegibility of submission.
- (7) Security of submission data.

B.6 Consideration of Bids (FEB 98)

a. The Government reserves the right to --

- (1) Reject any or all bids;
- (2) Waive any informalities and minor irregularities in a bid;
- (3) Unless otherwise specified by the Bidder—
 - (i) Award a quantity less than the quantity bid at the unit price bid. and;
 - (ii) Accept any one item or group of items in a bid, as may be in the best interest of the Government.
- (4) Award quantities in excess of that stated as being available for sale.

b. Bidders may submit multiple bids at various unit prices and may specify a maximum quantity.

B.7 Evaluation of Bids (JUL 97)

- a. Bids will be evaluated on the basis of price alone.
- b. “All or none” bids will not be accepted.

B.8 Responsiveness of Bids (JUL 98)

a. To be considered eligible for award, bids must be responsive. A responsive bid is one that **fully complies** with the terms of the Invitation and one in which the intent of the Bidder is clear on its face.

b. A bid must clearly state the unit price (fixed price only) for each line item bid.

c. Any bid that requires the Government to exercise judgment with respect to quantity, quality, or price will render the bid nonresponsive and ineligible for award. For example, failure to fill in the unit price for **each** line on the Item Bid Page for which a bid is submitted may render the bid(s) nonresponsive and ineligible for award.

d. Any bid submitted for less than the minimum quantity stated in the Invitation will be rendered nonresponsive.

e. Any bid that does not include Section **I.1 Sale of Government Property Bid and Award (JAN 95)** fully executed (filled out and signed) will be rendered nonresponsive unless

(1) the bidder accepts all terms and conditions of the Invitation and (2) award on the bid would result in a binding contract with terms and conditions that do not vary from the terms and conditions of the Invitation.

f. Bids that reject, modify or add any terms, conditions or provisions shall render the bid nonresponsive and ineligible for award.

B.9 Responsibility Determination (JUN 95)

No award shall be made unless the Contracting Officer makes an affirmative determination of responsibility. To be determined responsible, a Bidder shall, at a minimum, have adequate financial resources, a satisfactory performance record, and a satisfactory record of integrity and ethics. For example, a Bidder may be determined to be non-responsible and therefore ineligible for award 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).

B.10 Contract Award (JUL 97)

A written award or acceptance of a bid signed by the Contracting Officer and furnished to a successful Bidder within the time specified for acceptance shall result in a binding contract incorporating all the terms and conditions of this Solicitation.

SECTION C – INSPECTION (JUN 98)

No sampling or inspection of the material will be permitted.

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

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

b. Payment shall be made by wire transfer, U.S. Postal Service money order, or company or bank check.

(1) Wire transfer payment shall be made in accordance with instructions in **Section J.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 the United States branch of an acceptable foreign bank and must be payable in United States currency. **A service charge of \$100.00 will be applied to all returned checks.**

c. Payment shall be made to the **Defense Finance and Accounting Service - Columbus (DFAS-Columbus)**. If a check is not made payable to DFAS-Columbus, the check may be returned and the \$100.00 fee stated in **D.1.b.(2)** charged. Payment shall be accompanied by **identifying information including the contract number, invoice number, and a description of the material purchased**. Payments without the required identification may be returned and shipment delayed. Payments shall be sent to:

ATTN: DNSC-DF, Accounts Receivable
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 4616 (Mail) or Suite 4528 (Hand Delivered)
Fort Belvoir, VA 22060-6223

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

e. If payment is not made in full within 30 calendar days of issuance of an invoice, the Government will issue a "demand" letter, demanding payment of the outstanding amount. If all 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 released until all delinquent charges are paid. (See Sections **F.1.a.** and **G.10.**)

D.2 Payment Due Date (JUL 97)

a. Unless otherwise specified in the contract, payment shall be made before shipment of material and before the time specified in the executed **Section I.1 Sale of Government Property Bid and Award (JAN 95)**. 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 storage charges will accrue accordingly.

b. 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 (JUL 97)

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 Sale of Government Property Bid and Award (JAN 95)**; or

(2) The date of the first written demand for payment under the contract.

SECTION E - REMOVAL**E.1 Removal of Material (FEB 98)**

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

<u>QUANTITY AWARDED</u>	<u>CONTRACT PERIOD IN CALENDAR DAYS</u>
0 - 100,000 LBS(Co)	45 Days
Over 100,000 LBS(Co)	90 Days

b. If the Contractor fails to pay for and remove the material in accordance with the schedule specified in the contract, the Contractor will be considered delinquent and no material will be shipped until payment has been made.

c. The contract period includes Saturdays, Sundays, and holidays. If the last day of the contract period is a Saturday, Sunday, or holiday, or the storage location is otherwise closed that day, the period of contract performance will be extended to the next Government workday.

E.2 Storage Charges (JUL 97)

a. Storage charges shall be assessed on all material remaining after the last day of the contract period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in Section **G.7 Default** of the Invitation.

b. The storage charge is the greater of the following: (1) \$0.005 per pound (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.7 Default**).

SECTION F - SHIPPING**F.1 Request for Shipment (JUL 97)**

a.. 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 to the designated depot commercial bills of lading. Simultaneously the Contractor shall complete and fax the form in Section **J.3 Shipping Instructions (JAN 95)** to the Contracting Officer. The Government will only accept shipping instructions from those individuals designated in Section **I.8** as being authorized to request shipment of material on behalf of the Contractor. **No material will be released 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) 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 Government to reasonably meet such schedule prior to the last day of the contract contract period commensurate with existing loading facilities and other commitments at the Government's storage locations. Information regarding Government commitments may be obtained from the address specified in Section **J.2**.

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.

i. Requests for shipment shall be for a minimum of one 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-P/Cobalt Contracting Officer
8725 John J. Kingman Road
Suite 4616 (Mail) or Suite 4528 (Hand delivered)
Ft. Belvoir, VA 22060-6223
Facsimile Number: (703) 767--5504

j. 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.

F.5 Assumption of Risk and Disclaimer of Liability (JUL 97)

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. The Government assumes no liability for any damages to the property of the Contractor or 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 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 Invitation. 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, 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 Invitation 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 Amendments and Modifications (JAN 95)

a. Changes in terms and conditions of this Invitation 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.2 Title (JAN 98)

Title to the material shall pass to the Contractor upon execution of the contract; however, removal is subject to the remaining terms and conditions of the invitation and any resulting contract.

G.3 Risk of Loss (JAN 98)

a. Prior to the date specified for removal, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.

b. After the date specified for removal, or any extension approved in writing by the Contracting Officer, all risk of loss, damage, or destruction from any cause whatsoever, shall be borne by the Contractor.

G.4 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.5 Protests (FEB 97)

a. Companies protesting any resultant sale under this invitation 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 Before Award

Protests before award may be filed not later than 10 calendar days after the basis of protest is known or should have been known, whichever is earlier. Protests may be filed directly with DNSC only or with the General Accounting Office (GAO).

c. Protests After Award

Protests after award shall be filed not later than 10 calendar days after the basis of protest is known or should have been known, whichever is earlier, with the exception of protests challenging a sale conducted on the basis of competitive proposals under which a debriefing is requested and, when requested, is required. In such cases, the initial protest shall not be filed before the debriefing date provided to the protester, but shall be filed not later than 10 calendar days after the date on which the debriefing is held and the basis of protest is known or should have been known, whichever is earlier. Protests must be in writing and may be filed directly with the Contracting Officer, with the DNSC or with the GAO.

d. Service of Protest

1. Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

Attn: DNSC-P - (Insert name of the Contracting Officer)
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 4616 (Mail) or Suite 4528 (Hand delivered)
Ft. Belvoir, VA 22060-6223

2. Protest 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-P, Director, Directorate of
Stockpile Contracts
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 4616 (Mail) or Suite 4528 (Hand delivered)
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.6 Disputes (JAN 95)

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 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 submitted 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) For Contractor claims exceeding \$100,000, the Contractor shall submit with the claim a certification that-

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

(3) (i) If the Contractor is an individual, the certification shall be executed by that individual.

(ii) If the Contractor is not an individual, the certification shall be executed by -

(A) A senior company official in charge at the Contractor's plant or location involved; or

(B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

e. For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

f. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

g. At the time a claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternative dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph **d(2)** of this clause, and executed in accordance with paragraph **d(3)** of this clause.

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.7 Default (JUL 97)

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 (1)(i) through (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. 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.

(3) 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.

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 price for the quantity of material on which the default has occurred. In order to calculate the Government's 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 pricing mechanism set forth in Section **I.1 Sale of Government Property Bid and Award (JAN 95)**, the Government will set the price as though the material had been priced on the last day of the contract 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.8 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.9 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.10 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.11 Indemnification Agreement (JUN 96)

The Contractor shall save and hold harmless and indemnify the Government against any and all liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in anyway incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with the contract. Whether due to negligence or not of the Contractor, the Contractor agrees to defend any and all claims or suits against the United States, whether well founded or not, in any way whatsoever alleged to have arisen from or been connected with performance of this contract and to reimburse the United States for any legal expenses (including salaries of attorneys) incurred by the United States in defending such suits.

G.12 Covenant Against Contingent Fees (JAN 95)

a. The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

b. "Bona fide agency," as used in this paragraph, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

c. "Bona fide employee," as used in this paragraph, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

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

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

SECTION H - DEFINITIONS (JUN 95)

As used throughout this Solicitation, 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 term "small business concern" for the purpose of this Solicitation, is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.
- c.** The terms "Bidder", "Purchaser", or "Contractor" may be used interchangeably.

SECTION I - SUBMITTALS

COMPLETE AND RETURN ALL OF THE FOLLOWING WITH YOUR BID, UNLESS ANNUAL REPRESENTATIONS, CERTIFICATIONS, AND IDENTIFICATIONS HAVE BEEN SUBMITTED THEN SUBMIT I.1 AND I.2 ONLY:

- I.1 Sale of Government Property Bid and Award (JAN 95)**
- I.2 Item Bid Page - DLA-COBALT CATHODES-001 (FEB 99)**
- I.3 Certificate of Independent Price Determination (JUL 97)**
- 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 Small Business Concern Certification (JAN 95)**
- I.7 Clean Air and Water Certification (JUN 95)**
- I.8 Persons Authorized to Request Shipment of Material (FEB 98)**
- I.9 Bidder's Billing Address (JUL 96)**

I.1 Sale of Government Property Bid and Award (JAN 95)

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**SALE OF GOVERNMENT PROPERTY
BID AND AWARD**

BID
(This Section to be completed by the Bidder)

DATE OF BID (Day, month, and year)
_____ 19_____

In compliance with this Invitation and subject to the Terms and Conditions cited within, the undersigned offers and agrees if this Bid is accepted within 2 working days after date of Bid opening, to purchase and pay for any and all of the items or lot of property listed in Section I.2, and to remove the property within the time specified in the Invitation after contract award by the Government. The total amount bid is \$_____.

EXECUTION BY BIDDER**EXECUTION BY GOVERNMENT**

DATE (Day, Month, Year)

DATE OF ACCEPTANCE (Day, Month, Year)

NAME OF COMPANY

CONTRACT NUMBER

SPO833-99-S- _____

ADDRESS (Street, City, State & Zip Code) (Type or Print)

TOTAL AMOUNT

\$ _____

Telephone Number: _____

BY: _____

Facsimile Number: _____

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN
THIS BID (Type or print name and title under signature)

NAME AND TITLE OF CONTRACTING OFFICER

Contracting Officer

DNOSC-P

ITEMS AWARDED (to be completed by the Government)

ITEM	DEPOT	QUANTITY	UNIT PRICE	TOTAL PRICE

CONTRACT PERIOD EXPIRES ON:

ITEM	PURCHASE CONTRACT NO./ LOT NUMBER	STORAGE LOCATION	ORIGIN	TYPE	STKPLE WEIGHT	UNIT PRICE	TOTAL BID PRICE
3001	89C-0030/SG001	NEW HAVEN, IN	NORWAY	CATHODES	59,463		
3002	89C-0030/SG002	NEW HAVEN, IN	NORWAY	CATHODES	59,464		
3003	89C-0030/SG003	NEW HAVEN, IN	NORWAY	CATHODES	59,463		
3004	89C-0030/SG004	NEW HAVEN, IN	NORWAY	CATHODES	59,467		
3005	89C-0030/SG005	NEW HAVEN, IN	NORWAY	CATHODES	59,467		
3006	89C-0030/SG006	NEW HAVEN, IN	NORWAY	CATHODES	59,467		
3007	89C-0030/SG007	NEW HAVEN, IN	NORWAY	CATHODES	35,242		
3008	89C-0030/SG007A	NEW HAVEN, IN	NORWAY	CATHODES	2,202		
3009	89C-0030/SG007B	NEW HAVEN, IN	NORWAY	CATHODES	2,202		
3010	89C-0030/SG007C	NEW HAVEN, IN	NORWAY	CATHODES	2,202		
3011	89C-0030/SG007D	NEW HAVEN, IN	NORWAY	CATHODES	2,202		
3012	89C-0030/SG007E	NEW HAVEN, IN	NORWAY	CATHODES	2,202		
3013	89C-0030/SG007F	NEW HAVEN, IN	NORWAY	CATHODES	2,202		
3014	89C-0030/SG007G	NEW HAVEN, IN	NORWAY	CATHODES	2,202		
3015	89C-0030/SG007H	NEW HAVEN, IN	NORWAY	CATHODES	2,202		
2009	81C-0001/077	WARREN, OH	AFRICAN	CATHODES	6,058		
2010	81C-0001/077A	WARREN, OH	AFRICAN	CATHODES	4,402		
2011	81C-0001/077B	WARREN, OH	AFRICAN	CATHODES	4,402		
2012	81C-0001/077C	WARREN, OH	AFRICAN	CATHODES	4,404		
2013	81C-0001/077D	WARREN, OH	AFRICAN	CATHODES	4,404		
2014	81C-0001/081	WARREN, OH	AFRICAN	CATHODES	22,023		
2015	81C-0001/081A	WARREN, OH	AFRICAN	CATHODES	22,022		
2016	81C-0001/081B	WARREN, OH	AFRICAN	CATHODES	22,022		
2017	81C-0001/083	WARREN, OH	AFRICAN	CATHODES	33,027		
2018	81C-0001/083A	WARREN, OH	AFRICAN	CATHODES	33,027		
2019	81C-0001/084	WARREN, OH	AFRICAN	CATHODES	33,034		
2020	81C-0001/084A	WARREN, OH	AFRICAN	CATHODES	33,033		
2021	81C-0001/085	WARREN, OH	AFRICAN	CATHODES	66,068		
2022	81C-0001/086	WARREN, OH	AFRICAN	CATHODES	66,068		
2023	81C-0001/087	WARREN, OH	AFRICAN	CATHODES	66,068		

TOTAL BID PRICE \$ _____

COMPANY NAME: _____

NAME & TITLE: _____

AUTHORIZED COMPANY OFFICIAL

SIGNATURE: _____ DATE: _____

I.3 Certificate of Independent Price Determination (JUL 97)

a. The bidder certifies that:

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to (i) those prices, (ii) the intention to submit an bid, or (iii) the methods or factors used to calculate the prices bid;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid invitation) or contract award (in the case of a negotiated invitation) unless otherwise required by law; and

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

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

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

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs **a.**(1) through **a.**(3), above

(insert full name of person(s) in the bidder's organization responsible for determining the prices bid, and the title of his or her position in the bidder's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision **b.**(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs **a.**(1) through **a.**(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs **a.**(1) through **a.**(3) above.

c. If the bidder deletes or modifies subparagraph **a.**(2) above, the Bidder must furnish with its bid 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 Bidder certifies, to the best of its knowledge and belief, that -

(i) The Bidder 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 bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are (____) are not (____) presently indicted for, or otherwise criminally or civilly charged by a governmental 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 bid, been convicted of or had a civil judgment rendered against them for violation of a Federal, state or local environmental statute or regulation.

(ii) The Bidder has (____) has not (____), within a three-year period preceding this bid, 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 Bidder answers affirmatively to anything in a.(1), above, the Bidder shall include in its bid 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 Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder 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 Invitation. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional

information as requested by the Contracting Officer may render the Bidder 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 Bidder 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 Bidder 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 Invitation for default.

I.5 Type of Business Organization (APR 96)

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

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

I.6 Small Business Concern Certification (JAN 95)

The Bidder represents and certifies as part of its bid that it _____ is, _____ is not a small business concern. (See Section **H.b.**, for the definition of a small business concern.)

I.7 Clean Air and Water Certification (JUN 95)

a. The Bidder certifies that it is ___ is not ___ listed on the Environmental Protection Agency (EPA) List of Violating Facilities and that it will not knowingly resell this material to any company that is on the EPA List; and

b. The Bidder will immediately notify the Contracting Officer, before award, of the receipt of any communication from EPA indicating that any facility at which the Bidder plans to use material purchased under this invitation is under consideration to be listed on the EPA List of Violating Facilities.

I.8 Persons Authorized to Request Shipment of Material (FEB 98)

The Bidder 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.9 Bidder's Billing Address (JUL 96)

The Bidder shall provide its billing address and billing facsimile number below, if different from the address in Section **I.1 Sale of Government Property Bid and Award (JAN 95)**.

SECTION J - LIST OF ATTACHMENTS

- J.1 Certificates of Analysis and Purchase Specifications (see Current Amendment)**
- J.2 Storage Locations (FEB 99)**
- J.3 Shipping Instructions (JAN 95)**
- J.4 Material Safety Data Sheet**
- J.5 Fedwire Procedures (AUG 97)**

**J.1 CERTIFICATES OF ANALYSIS AND
PURCHASE SPECIFICATION (See Current Amendment)**

J.2 STORAGE LOCATIONS (FEB 99)

<u>Site</u>	<u>Days</u>	<u>Hours</u>	<u>Transportation Available</u>
New Haven, IN	M-F	7:30 AM-4:00 PM	Truck
Warren, OH	M-F	7:30 AM-4:00 PM	Truck

Operations and Logistics Division Point of Contact:

William Fritz
Defense Logistics Agency
Defense National Stockpile Center
ATTN: DNSC-MO
8725 John J. Kingman Road, Suite 4616
Fort Belvoir, VA 22060-6223

Tel: (703) 767-7611

J.3 SHIPPING INSTRUCTIONS

DLA-COBALT CATHODES-001

Shipping Request Number: _____

SHIPPING INSTRUCTIONS

- 1. a. Contractor: _____
b. Point of Contact: _____ c. Telephone No.: _____

- 2. a. DNSC Contract No.: SP0833-99-S- _____ b. Commodity: _____
- 3. Item/Pile: _____
- 4. Depot: _____
- 5. a. Quantity: _____
b. Unit Price: _____ c. Total Dollar Value: _____
- 6. Shipping Method: _____
- 7. a. Carrier Name: _____
b. Point of Contact: _____ c. Telephone No.: _____
- 8. Date Shipment Desired: _____
- 9. Ship To: _____

- 10. Minimum Load: _____
- 11. a. Outloader: _____ b. Telephone No.: _____
- 12. a. Sampler: _____ b. Telephone No.: _____
- 13. Copy of Payment Attached: Yes _____ No _____
- 14. Remarks: _____

- 15. Contractor's Signature: _____
Date: _____ Telephone: _____
- 16. Shipment Approved and Authorized: _____
Contracting Officer: _____ Date: _____

J.4 MATERIAL SAFETY DATA SHEET

DLA-COBALT CATHODES-001

DLA05251

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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: Mar 12 1998

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,

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

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

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

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

INGESTION: If vomiting occurs, keep head lower than hips to help prevent aspiration. Get medical attention, if needed.

ANTIDOTE: calcium disodium edetate/dextrose, intravenous; calcium disodium edetate/procaine, intramuscular. Get medical attention immediately.

SECTION 5 FIRE FIGHTING MEASURES

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, 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.

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. Ventilation required. 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/m³ OSHA TWA

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

0.02 mg/m³ ACGIH TWA

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

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 eye wash fountain and quick drench shower in the immediate work area.

CLOTHING: Wear appropriate chemical resistant clothing.

GLOVES: Wear appropriate chemical resistant gloves.

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

Measurement Element:

Cobalt (Co)

0.25 mg/m³

Any dust and mist respirator.

0.5 mg/m³

Any dust and mist respirator.

Any dust, mist, and fume respirator.
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.

J.4 MATERIAL SAFETY DATA SHEET

DLA-COBALT CATHODES-001

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INCOMPATIBILITIES: combustible materials, acids, oxidizing materials, halogens

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

ADDITIONAL DATA: Alcohol may enhance the toxic effects.

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/m³ 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/m³ 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.

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/m³.

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.

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 (*Coccochloris* sp) 1E-8.4 M

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:

WATER HAZARD CLASS (WGK): 0 (Official German Classification)
WATER HAZARD CLASS (WGK): 1 (Self Classification by Manufacturers and
Distributors)

SECTION 16 OTHER INFORMATION

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WATER HAZARD CLASS (WGK): 0 (Official German Classification)
WATER HAZARD CLASS (WGK): 1 (Self Classification by Manufacturers and
Distributors)

SECTION 16 OTHER INFORMATION

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FEDWIRE PROCEDURES

The Sender should use a bank that offers 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.