

Issue Date: August 3, 2011

DLA-BERYLLIUM-004

**BASIC ORDERING AGREEMENT
(BOA)**

SOLICITATION

FOR BERYLLIUM METAL



DLA STRATEGIC MATERIALS

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

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

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

This Basic Ordering Agreement (BOA) governing the sale of Beryllium Metal, (vacuum cast ingot and hot pressed powder, grades A and B) under BOA Solicitation, DLA-BERYLLIUM-004, is entered into as of the _____ day of _____ 20____ between the United States of America, represented by the Contracting Officer, and _____, represented by _____.

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

An executed copy of this BOA shall be returned to the Contractor.

(Company Name)

UNITED STATES OF AMERICA

BY _____
Signature

BY _____
Signature

Name of Signer

Name of Contracting Officer

Title of Signer

Date Signed

Date Signed

Term of the Basic Ordering Agreement

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PART I – THE SCHEDULE

SECTION A – AGREEMENT/CONTRACT FORM

A.1 Introduction (AUG 11)

- a. The Defense Logistics Agency (DLA), DLA Strategic Materials, is soliciting quotes for the sale of Beryllium Metal, (vacuum cast ingot and hot pressed powder, grades A and B), in Fiscal Year 2011 under this Basic Ordering Agreement. In future fiscal years, offerings will be dependent upon sales authority for the commodity in those years and market conditions.
- b. The first potential posting date under this Basic Ordering Agreement (BOA) Solicitation DLA-BERYLLIUM-004 is **August 16, 2011**, subject to market conditions. This BOA supersedes DLA-BERYLLIUM-002. There will be no further offerings under DLA-BERYLLIUM-002.
- c. Delivery of the Beryllium Metal is F.O.B. carrier's conveyance. See Sections **F.1.d.** and **F.1.e.** of this Solicitation.
- d. DLA Strategic Materials has the sole discretion to determine whether to award a BOA pursuant to this Solicitation. DLA Strategic Materials may award one or multiple BOAs; alternatively, it may also decide not to award at all.
- e. Quoters are advised that beryllium is included on the Commerce Control List maintained by the Bureau of Industry and Security (BIS) of the U.S. Department of Commerce. As a result, the beryllium offered for sale under this Basic Ordering Agreement is subject to the requirements of Department of Defense (DoD) Instruction Number 2030.08, "Trade Security Controls on DoD Excess and Surplus Personal Property", dated May 23, 2006. Quoters must complete and submit Section **I.10 END-USE CERTIFICATE, DLA FORM 1822**, as part of the pre-qualification process. See Sections **G.16, G.17, I.10** and **J.6**. A copy of the DoD Instruction is available at:

<http://www.dtic.mil/whs/directives/corres/pdf/203008p.pdf>

- f. Quoters are further advised that all sales of beryllium metal (vacuum cast ingot and hot pressed powder, grades A and B), shall be made only to firms incorporated in the United States that: (1) have supplied high content beryllium metal or components with high content beryllium metal to U.S. defense or commercial customers at least once in the last 10 years; and (2) are in the business of remelting, alloying, reprocessing, fabricating, or machining high content beryllium metal or manufacturing or integrating components containing high content beryllium metal for U.S. defense or commercial customers. In addition to the **END-USE CERTIFICATE, DLA FORM 1822**, in Section **I.10**, Quoters seeking to qualify under this BOA must also complete and sign (1) Section **I.11 Certification As Firm Incorporated in the United States and As Supplier of High Content**

Beryllium Metal or Components with High Content Beryllium Metal (JAN 08) and; (2) the end-use certificate in Section **I.12 Certification of Use in High Content Beryllium Applications (JAN 08)**, as part of the pre-qualification process.

A.2 Basic Ordering Agreement (BOA) and Contract (MAR 11)

- a.** The terms and conditions of this BOA shall be incorporated in any resulting contract, unless otherwise specified in the Acceptance Letter or Section **I.1 Quote/Award Form**.
- b.** Contracts awarded under this BOA shall be fixed price. Contracts may be awarded pursuant to a Request for Quotes.
- c.** An executed Section **I.1 Quote/Award Form**, signed by a Contracting Officer, together with this BOA and the Acceptance Letter shall constitute the contract.

A.3 Web Page (AUG 11)

- a.** All requests for Quotes under this BOA shall be posted on the DLA Strategic Materials Website (<https://www.dnsc.dla.mil>) **on a quarterly basis, on the third Tuesday of the second month of each calendar quarter, by 11:30 a.m.**, local time, Fort Belvoir, VA (i.e., February, May, August, and November). Quoters shall check the website to determine if DLA Strategic Materials is soliciting Quotes on the third Tuesday of the third (last) month of each calendar quarter by clicking on the “Beryllium” link under the BOA Sales heading on the website homepage.
- b.** While Quoters must check the website to determine if DLA Strategic Materials is soliciting Quotes, DLA Strategic Materials will send email notifications when new solicitations or amendments are issued. Quoters that are not already receiving such notices should notify DLA Strategic Materials Contracting at (703) 767-6500 or click on the mailbox on the website (<https://www.dnsc.dla.mil>) to send an email request to DNSCCustomerService@dla.mil to be added to the email notification list for Beryllium Metal.

A.4 Description (AUG 11)

- a.** The Beryllium Metal (hot pressed powder, Grades A and B), listed in Section **I.2**, is in the form of billets, and was produced by Brush Wellman, Inc. (c. 1990-1993). The material is located at the DLA Strategic Materials Depot in Hammond, Indiana. The material is sealed in polyethylene and stored in wooden boxes/crates. The beryllium content of the hot pressed powder material is provided in National Stockpile Purchase Specifications P110a-R1 (Grade A) and P110b (Grade B) in Section **J.1**. The material is stored in Hammond, IN, as shown in Section **J.2**. Sections **I.2** and **J.1** will be posted on the “Beryllium” Commodity page on the DLA Strategic Materials website (<https://www.dnsc.dla.mil>). For Section **J.2**, information on the

storage locations for beryllium metal may be found on the Website by clicking on the “Depot Locations” link.

- b.** The Beryllium Metal (vacuum cast ingot), listed in Section **I.2**, was produced by Brush Wellman, Inc. The material is sealed in a polyethylene bag and stored in wooden boxes. The beryllium content of the vacuum cast ingot material is provided in National Stockpile Purchase Specifications P110 (Grade A) and BA-SP-3b (Grade B) in Section **J.1**. The material is stored in Warren, OH, as shown in Section **J.2**. Sections **I.2** and **J.1** will be posted on the “Beryllium” Commodity page on the DLA Strategic Materials website (<https://www.dnsc.dla.mil>). For Section **J.2**, information on storage locations for beryllium metal may be found on the Website by clicking on the “Depot Locations” link.
- c.** Government records and analyses indicate that the material conforms to the data listed in this Section **A.4**, Sections **I.2**, **J.1**, as posted on the DLA Strategic Materials website under the Commodities tab and elsewhere on the DLA Strategic Materials website; however, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose.

A.5 Financial Exposure Limit (MAR 11)

- a.** The DLA Strategic Materials will establish a financial exposure limit (maximum level of business the DLA Strategic Materials intends to allow) for each Quoter. The financial exposure limit shall be determined based upon the following:

 - (1) Financial Position of the Quoter
 - (2) Past Performance
 - (3) References (Suppliers, Financial Institutions)
 - (4) Credit Reports
- b.** If the Contractor reaches its financial exposure limit, DLA Strategic Materials, solely at its discretion, may determine to make no subsequent awards to the firm until such time as the Contractor satisfactorily performs existing contracts or DLA Strategic Materials increases the exposure limit.
- c.** All contracts awarded to a Contractor by DLA Strategic Materials will be applied against the Contractor’s financial exposure limit.
- d.** DLA Strategic Materials may decide to make an award to a Quoter without the prior establishment of a financial exposure limit *only if* the Contracting Officer determines that the award is in the best interest of the Government and that waiting for the establishment of the financial exposure limit would unduly delay the sale.

A.6 Inspection (AUG 11)

- a. A Quoter may, at its own expense, visually inspect the packaging at the storage locations. **No boxes will be opened and no sampling of the material will be permitted.**
- b. Requests for an appointment to visually inspect the material at the storage depots must be made in writing or by facsimile submission on company letterhead to the address shown below, at least **ten (10)** working days prior to the date of the requested inspection:

Chief, Operations and Logistics Division
DLA Strategic Materials
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile: (703) 767-7608

Requests shall include the name and title of each individual wishing to inspect the material. Quoters will be notified by telephone of the date the material will be available for inspection. The Government reserves the right to limit the number of individuals granted access to the depot.

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

A.7 Foreign Trade Statistics Regulations (MAR 11)

- a. The Contractor shall determine any export license requirements, obtain any export license or other official authorization required for export, and carry out any U.S. Customs formalities for the export of any material awarded as a result of this Basic Ordering Agreement.
- b. The Contractor shall comply with United States Bureau of the Census, Department of Commerce, Foreign Trade Regulations and Export Administration Regulations as set forth in 15 CFR Parts 30 and 732 (latest editions).
- c. The Contractor shall comply with the requirements set forth in 15 CFR 30 regarding filing of electronic export information (EEI).
- d. DLA Strategic Materials shall not be named as the United States Principal Party in Interest (USPPI). DLA Strategic Materials will not execute any Shipper's Export Declaration or file any EEI through the Automated Export System (AES) or AESDirect required by the Foreign Trade Regulations.

A.8 Wood Packaging Materials Requirements (JUN 06)

Wood packaging materials utilized in the storage and shipment of National Defense Stockpile materials, including, but not limited to, pallets, boxes, kegs, and dunnage

lumber, do not meet the requirements of U.S. Department of Agriculture Regulations at 7 CFR 319.40 or International Standards for Phytosanitary Measures (ISPM) 15, “Guidelines for Regulating Wood Packaging Materials in International Trade.” Stockpile wood packaging materials have not been heat treated or fumigated with methyl bromide and are not marked to indicate that they meet the requirements of these regulations and standards. As a result, it may not be possible to export or import these wood packaging materials.

END OF SECTION A

SECTION B – PREQUALIFICATION (APR 11)

1. A BOA pursuant to this BOA Solicitation will not be awarded unless a Quoter is pre-qualified under Section B of the BOA Solicitation. Additionally, Quoters must be pre-qualified in order to submit Quotes and be considered for award of a contract.
2. Quoters shall complete the following documents and submit them to the address shown in paragraph 3, below:
 - a. BOA Signature page (See page 2); and
 - b. Sections I.4 through I.12 (instructions for completing Section **I.10** may be found in Section **J.6**).
3. Quoters shall submit the documentation requested in paragraph 2 to the following address/facsimile number:

Attn: Directorate of Contracting, Beryllium Contract Specialist
DLA Strategic Materials
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Fax: (703) 767-5484 or (703) 767-5494
4. Quoters shall submit copies of the most recent income statement, balance sheet, and list of credit references for the company and any other documentation that will verify the financial level of business transactions.
5. Quoters shall submit the financial documentation requested in paragraph 4 to the following address/facsimile number:

Attn: Directorate of Contracting, Program Analyst
DLA Strategic Materials
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Fax: (703) 767-5541
6. The Government will evaluate the documentation to determine whether or not the Quoter is considered responsible and eligible for award. Quoters will not be pre-qualified unless the Contracting Officer makes an affirmative determination of responsibility.
7. To be determined responsible and eligible for an award, Quoters shall have adequate financial resources, a satisfactory performance record with DLA Strategic Materials, and a satisfactory record of integrity and ethics. For example, a Quoter may be determined to be non-responsible and therefore ineligible to submit Quotes under this BOA, or the BOA may be terminated, if there is a record of poor payment (e.g.,

payments made with insufficient funds) or poor performance (e.g., failure to pay for or remove material on time) on any of a Quoter's contracts. In addition to looking at past performance, DLA Strategic Materials will also review the financial statements and references submitted by the Quoter, as well as the current Dun & Bradstreet report and any other credit reports.

8. If the Contracting Officer determines that the Quoter is responsible, the Contracting Officer will sign the BOA (see page 2) and return one copy to the Quoter. The Contracting Officer will also transmit an Acceptance Letter that will set forth the financial exposure limit and identify whether or not any specially requested terms have been granted.
9. The Quoter will not be eligible to submit Quotes until receipt of the BOA and the Acceptance Letter—both signed by the Contracting Officer.
10. DLA Strategic Materials may require the Contractor to submit updated information at any time during the BOA period.
11. The term of the BOA shall be for one year unless the BOA is withdrawn by the Government or superseded by another BOA before that time. The Contracting Officer shall specify the BOA period at the time the BOA is executed by the Government. Quoters shall be required to re-qualify prior to the end of the BOA period.

END OF SECTION B

SECTION C – QUOTES

C.1 Submission of Quotes (MAR 11)

- a. DLA Strategic Materials will post any material being offered for sale on its website at <https://www.dnsc.dla.mil> on the **third Tuesday** of the second month of **each calendar quarter by 11:30 a.m.**, local time, Fort Belvoir, VA (i.e., February, May, August, and November). Quoters may determine whether material is being offered by clicking on the “Beryllium” link under the BOA Sales heading on the website homepage.
- b. All pre-qualified Quoters are invited to quote.
- c. Facsimile quotes and modifications shall be submitted in accordance with Section **C.7 Facsimile Submissions (JUN 99)**. Online quotes and modifications shall be submitted in accordance with Section **C.3 Online Submissions (MAR 11)**.
- d. Quoters submitting quotes by facsimile shall submit quotes on Section **I.1, Quote/Award Form**. Quotes shall be faxed to: (703) 767-5541, ATTENTION: BID CUSTODIAN.
- e. For facsimile submissions, Section **I.1 Quote/Award Form** shall include the quoter’s complete name and address; the date of the Request for Quotes; and shall contain the following additional information or documentation:
 - (1) Item;
 - (2) Commodity Description and Location;
 - (3) Quantity;
 - (4) Unit price (see Section **C.4 Offer Price**);
 - (5) Total price;
 - (6) Company name;
 - (7) Date, signature, name, title, email address, telephone and facsimile numbers of an authorized Contractor’s representative (See Section **I.8**); and
 - (8) Initials signifying compliance with Sections **I.3** and **I.4**.
- f. Quoters seeking to alter the provisions of the BOA or other terms previously agreed upon shall be considered nonresponsive and ineligible for award.
- g. Online quotes and modifications shall be submitted in accordance with the procedures provided in Section **C.3 Online Submissions (MAR 11)**.

- h.** Quotes must be received by **2:30 p.m.**, local time, Fort Belvoir, VA on the **Tuesday following the offering** and shall remain valid for **two (2)** business days after the time set for receipt of Quotes.
- i.** If a Quote is accepted by the Government by the time set in paragraph **h.**, above, after receipt of quotes, the Quoter agrees to purchase any or all material quoted on at the price quoted and to take delivery within the contract period specified in the executed Section **I.1 Quote/Award Form**.

C.2 Web Site Information (MAR 11)

- a.** The Government shall not be responsible for any technical problems related to the publication of the BOA Solicitation on the Internet, including but not limited to, any difficulties in accessing the site.
- b.** Quoters experiencing problems accessing the website or needing additional information on sales for any given day should contact the following:

DLA Strategic Materials Contracting: (703) 767-6500

- c.** The Government shall not be responsible for any technical problems related to the publication of the Requests for Quotes on the Internet, including but not limited to difficulties encountered by Quoters in attempting to access the requests. Widespread access difficulties or other compromises of the Quote process may provide grounds for canceling a Request for Quotes.
- d.** **Note: Adobe Acrobat Reader is required to view the attachments on the website (i.e. Basic Ordering Agreement Solicitation, Quote Form.) Adobe Acrobat Reader is available to download through the Internet at www.adobe.com. There is no charge to download this program.**

C.3 Online Submissions (MAR 11)

- a.** Quotes submitted electronically constitute an electronic signature certifying that the official submitting the quote has the authority to bind the company.
- b.** In order to register to submit online Quotes, Quoters must pre-qualify in accordance with Section **B** and receive an executed copy of the BOA. In addition, Quoters must register on the DLA Strategic Materials website at <https://www.dnsc.dla.mil>. Detailed instructions for registration are provided on the website.
 - (1) To register, Quoters must access the DLA Strategic Materials website and click the “Register” link.
 - (2) Quoters will be prompted to complete online certification clauses.

- (3) Each authorized Quoter must create a login and password unique to that Quoter.
 - (4) After completion of all requested information, the Quoter shall submit the registration for review.
 - (5) After review, DLA Strategic Materials will activate the login and password, allowing the authorized Quoter to submit quotes online on behalf of a company with an executed BOA.
 - (6) Quoters will be notified via e-mail that their accounts have been activated.
 - (7) After a Quoter's account has been activated, pre-qualified Quoters may proceed to the "Login" screen and submit quotations online under the Basic Ordering Agreement.
- c.** After accessing the "Login" screen, detailed instructions for submitting a quote online are available on the DLA Strategic Materials website by clicking on the "Help" button. For further information, Quoters may contact the following:

DLA Strategic Materials Contracting: (703) 767-6500

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

C.4 Offer Price (DEC 07)

Quotes shall be expressed as a fixed U.S. dollar and cent value per **pound (LB)** of beryllium.

C.5 Minimum Quote Quantity (MAR 11)

The minimum quote quantity shall be one entire line item unless otherwise stated on the DLA Strategic Materials Website. A quote for less than the minimum quantity will be considered nonresponsive and ineligible for award.

C.6 Late Submissions, Modifications, and Withdrawals of Quotes (MAR 11)

- a.** Any Quote received at the office designated in the BOA Solicitation after the exact time specified for receipt of Quotes will not be considered unless it is received before award is made and –
- (1) There is acceptable evidence to establish that it was received at the activity designated for receipt of Quotes and was under the Government's control prior to the time set for receipt of Quotes, and the Contracting Officer determines that accepting the late Quote would not unduly delay the sale; or

- (2) It is the only Quote received.
- b. Any modification to a Quote, including a modification resulting from the Contracting Officer's request for confirmation, is subject to the same conditions stated in subparagraph **a.** of this provision.
 - c. The only acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the facsimile machine, the time/date stamp on the online submission, or oral testimony or statement of Government personnel.
 - d. Notwithstanding paragraph **a.** of this provision, a late modification of an otherwise successful Quote that makes its terms more favorable to the Government will be considered if it is received at any time prior to award and may be accepted.
 - e. If an emergency or unanticipated event interrupts normal Government processes so that Quotes cannot be received at the office designated for receipt of Quotes by the exact time specified in the offering and the Government is unable to provide timely notice of an extension of the time set for receipt of Quotes, the time set for receipt of Quotes for that day will be deemed to be extended to the same time on the next DLA Strategic Materials business day.
 - f. Quotes may be withdrawn by written notice received at any time before the exact time set for receipt of Quotes. Facsimile withdrawals of Quotes may be submitted and will be accepted at any time before the exact time set for receipt of Quotes, subject to the conditions specified in Section **C.7 Facsimile Submissions**. A Quote may be withdrawn in person by a Quoter or its authorized representative if, before the exact time set for receipt of Quotes, the identity of the person requesting withdrawal is established and the person signs a receipt for the quote.

C.7 Facsimile Submissions (JUN 99)

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

- a. Definition: "Facsimile submission," as used in this Solicitation, means a written Quote, modification of a Quote, or withdrawal of a Quote that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- b. Quoters may submit facsimile submissions as responses to this Solicitation. These responses must arrive at the place, and by the time, specified in the Solicitation.

- c. Facsimile submissions that fail to furnish required information, that reject any of the terms, conditions, and provisions of the Solicitation, that contain garbled information, or are otherwise incomplete, may be excluded from consideration.
- d. Facsimile submissions must contain the required signatures.
- e. The Government reserves the right to make award solely on the facsimile submission. However, if requested to do so by the Contracting Officer, the apparently successful Quoter agrees to promptly submit the complete original signed submission.
- f. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile submission including, but not limited to, the following:
 - (1) Receipt of garbled or incomplete submission.
 - (2) Availability or condition of the receiving facsimile equipment.
 - (3) Incompatibility between the sending and receiving equipment.
 - (4) Delay in transmission or receipt of submission.
 - (5) Failure of the Quoter to properly identify the submission.
 - (6) Illegibility of submission.
 - (7) Security of submission data.

C.8 Consideration of Quotes (AUG 09)

- 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; and
 - (4) Accept any one item or group of items in a Quote, as may be in the best interest of the Government.
- b. Quoters may submit multiple Quotes for multiple quantities at various unit prices and may specify a maximum quantity.

C.9 Responsiveness of Quotes (MAR 11)

- a. To be considered for award, Quotes must be responsive. A responsive Quote is one that **fully complies** with the terms of the BOA and in which the intent of the Quoter is clear on its face.
- b. A Quote must clearly state the unit price (fixed price only) for each line item.
- c. Any Quote that requires the Government to exercise judgment with respect to quantity or price will render the Quote nonresponsive and ineligible for award. For example, failure to fill in the unit price for **each** line item on the Quote/Award Form for which a Quote is submitted may render the Quote(s) nonresponsive and ineligible for award.
- d. Any Quote submitted for less than the minimum quantity set forth in Section **C.5** shall be rendered nonresponsive.
- e. Any Quote that does not include Section **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 BOA; and
 - (2) Award on the Quote would result in a binding contract with terms and conditions that do not vary from the terms and conditions of the BOA.
- f. Quotes that reject, modify or add terms, conditions or provisions shall render the Quote nonresponsive and ineligible for award.

C.10 Evaluation of Quotes (JUN 99)

- a. Quotes will be evaluated on the basis of prices offered as may be adjusted by any special terms previously negotiated.
- b. To participate in sales and be considered for award, Quoters must be pre-qualified in accordance with Section **B**.

C.11 Tie Quote Procedures (JUN 99)

In the event that quotes of an equal unit price are received for a single line item, lots will be drawn to determine the successful Quoter for the material.

C.12 Contract Award (MAR 11)

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

C.13 Unsuccessful Quoters (MAY 10)

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

END OF SECTION C

SECTION D – PAYMENT

D.1 Payment (MAY 09)

- a. Payment shall be made in U.S. dollars.
- b. *All payments* shall be made *only* by wire transfer (Fedwire for domestic, within U.S. wire payment; or International wire transfer for wire payments from outside the U.S.). This includes payments for material, adjustments for variations in quantity or weight of material shipped, storage charges, interest, penalty charges, administrative charges, or any other charges. If attempted payments are made by check, the payment will be returned to the sender. The Contractor will incur charges if payments are delinquent.
- c. Payment by wire transfer (Fedwire or International).
 - (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. Payment shall be accompanied by **identifying information including the contract number; modification number (if applicable); invoice number (if applicable); and the name of the material purchased.**
 - (2) If wire transfer payment is not made in accordance with the instructions in **Section J.5** or if identifying information is not provided, shipment of material may be delayed by up to one week, the wire transfer may be returned to the sender or a Contractor may incur charges if payments are delinquent.
- d. Invoices issued for adjustments for variations in quantity or weight, storage charges, interest, penalty charges, or administrative charges shall be paid promptly.
- e. If payment is not made in full within 30 calendar days of issuance of an invoice as specified in **D.1.d.**, 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.13.**)

D.2 Payment Due Date (OCT 05)

- a. 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**. If payment is not received by 2:00 p.m., local time Fort Belvoir, VA, on the payment due date, payment will not be credited until the next Government business day. Interest and penalty charges will accrue accordingly.
- b. In the event the payment due date falls on a Saturday, Sunday, or Federal holiday, then the payment due date will be extended to the next Government business day.

D.3 Interest (AUG 09)

- 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 at the Prompt Payment interest rate. The Prompt Payment interest rate shall be the interest rate established by the Secretary of the Treasury as provided by 41 U.S.C. § 611 and Public Law 92-41. The rate can found in the Federal Register and 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** (with or without the issuance of an invoice by the Government); or
 - (2) The date of the first written demand for payment under the contract, including any demand resulting from a default termination, unless paid within 30 days of becoming due.

D.4 Penalty and Administrative Charges (MAY 04)

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

END OF SECTION D

SECTION E – MATERIAL REMOVAL

E.1 Removal of Material (AUG 09)

- a.** The contract period for any quantity of material awarded is **30 calendar days** from the date of contract award.
- b.** If the Contractor fails to pay for and remove the material on or before the last day of the contract period, the Contractor will be considered delinquent and no material will be shipped until payment for all remaining material has been received.
- c.** The contract period includes Saturdays, Sundays, and Federal holidays. If the last day of the contract period is a Saturday, Sunday, or Federal holiday, or the storage location is otherwise closed that day, the period of contract performance will be extended to the next Government workday.

E.2 Storage Charges (JUL 97)

- a.** Storage charges shall be assessed on all material remaining after the last day of the contract period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in Section **G.8 Default** of the Solicitation.
- b.** The storage charge is the greater of the following: (1) **\$0.015 per pound bulk weight** (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 due immediately.
- 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 find the Contractor to be in default for failure to remove the material (See Section **G.8 Default**).

END OF SECTION E

SECTION F – SHIPPING

F.1 Request for Shipment (MAR 11)

- a. Delivery is F.O.B. carrier's conveyance. At least **five (5)** working days prior to the date shipment is required to commence, the Contractor shall furnish commercial bills of lading to the designated depot. Simultaneously, the Contractor shall submit shipping instructions to the Contracting Officer by completing and faxing the form in **Section J.3 Shipping Instructions**. The Government will only accept shipping instructions from those individuals designated in **Section I.6 Persons Authorized to Request Shipment of Material**. **No material will be shipped under the provisions of this contract or any other contract the Contractor has with DLA Strategic Materials until all outstanding delinquent charges and payments have been satisfied.**
- b. "Shipping Instructions" shall include the following:
 - (1) Quantity of material to be released, unit price and total dollar value.
 - (2) Designation of type and kind of conveyance.
 - (3) Name of the carrier (including a telephone number where 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, including outloader and sampler 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.2**. The Government shall determine the order in which the material is scheduled, coordinated, and outloaded.
- d. Outloading will 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, including the Environmental Safety and Occupational Health Policy of DLA Strategic Materials. See also Section **F.7 Environmental Policy (MAR 11)**.
- f. 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:

ATTN: DLA Strategic Materials
Beryllium Metal Contracting Officer
8725 John J. Kingman Road
Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile Number: (703) 767-5494 or (703) 767-5484

F.2 Insurance Requirements (DEC 07)

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 motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

F.3 Weighing (APR 02)

- a. No outweighing of material will be performed by the Government. The Government's weights of record shall govern and will be used for payment purposes. The Contractor may elect to have a representative present to witness the outloading.
- b. Weight certificates shall be provided at the expense of the Government.
- c. In the event that any broken containers are detected at time of shipment, 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 (JAN 95)

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

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

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

performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance.

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

The Government reserves the right to vary the quantity or weight delivered by one percent from the quantity or weight listed in the contract 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 Policy (MAR 11)

The Contractor, its agents and employees shall comply with the Environmental Safety and Occupational Health Policy of the DLA Strategic Materials while on storage facilities where stockpile material is stored. The Contractor shall review information on the DLA Strategic Materials Environmental Safety and Occupational Health Policy on the DLA Strategic Materials Website at <https://www.dnsc.dla.mil/iamthekey>. The DLA Strategic Materials Environmental Safety and Occupational Health Policy may be found in Interpretive Guidance Document 1001, Environmental, Safety and Occupational Health Policy, Section 2.1. Contractors shall also review the policy statement for the DLA Strategic Materials Environmental, Safety and Occupational Health Management System (ESOHMS) and each depot's ESOHMS Orientation Guide for Contractors and Visitors. All documentation is available on the DLA Strategic Materials website.

F.8 Environmental Protection (MAR 11)

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 BOA. Inspection may occur prior to, during, or subsequent to removal of the material from Government storage locations. The Contractor or its agent shall provide Government representatives with access and any reasonable assistance required to conduct this inspection.

b. Material Safety Data Sheets

- (1) Quoters are warned that unprotected exposure to hazardous substances, hazardous materials and hazardous chemicals may significantly increase the risk of health problems. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) and any other Federal, state or local laws, codes, ordinances, and regulations (including obtaining any required licenses or permits) governing exposure to, and storage, handling, transportation, and disposition of, this material.
- (2) Material Safety Data Sheets as required by OSHA Hazard Communication Standard - 29 CFR 1910.1200 are incorporated herein. (See Section **J.4.**) This data provides specific toxicity and health related data for the protection of human health and the environment. Quoters should review this information carefully. It is the responsibility of the Contractor to further communicate this information to the distributor, manufacturer, user and/or transporter of this material as may be required by Federal regulations.
- (3) Quoters shall also refer to 29 CFR 1910 Occupational Safety and Health Standards, specifically sections 1910.1000 through 1050. These occupational standards set standards for permissible exposures, methods of compliance, personal protective equipment, and other measures that must be taken when working with, or in proximity to, hazardous materials, chemicals and substances in the United States and its territories and possessions.

c. Use and Disposition

- (1) The Contractor certifies that it shall use and ultimately dispose of any hazardous material purchased under this BOA in accordance with all applicable Federal, state, local and international laws and regulations and in a manner safe for the public and the environment.
- (2) The material offered under this BOA 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.

END OF SECTION F

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Effective Period (MAR 11)

The term of this BOA shall be for a period of **one year** and shall be specified by the Contracting Officer at the time the BOA is executed by the Government. The BOA shall be in effect during this term unless withdrawn by the Government or superseded by another BOA.

G.2 Amendments and Modifications (MAR 11)

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

G.3 Title (JUL 02)

Title to the material shall pass to the Contractor after payment is received or the material is shipped, whichever occurs first.

G.4 Risk of Loss (JUL 02)

- a.** After the award of the contract and prior to receipt of payment for or shipment of the material, whichever occurs first, the Government shall be responsible for the care and protection of the material, and any loss, damage or destruction occurring during such time will be adjusted by the Government.
- b.** After receipt of payment but prior to either shipment or the end of the contract period, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.
- c.** After shipment or the end of the contract period, whichever occurs first, all risk of loss, damage, or destruction from any cause whatsoever, shall be borne by the Contractor.

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

- a.** Except as provided in paragraph **b.** in any case where liability of the Government to the contractor has been established, the measure of the Government's liability shall not exceed refund of whatever portion of the purchase price the Contractor has paid.
- b.** Where specifically authorized in writing by the Contracting Officer, the Contractor may recover reasonable costs of packing, loading, and transportation incurred in connection with return of material to the Government.

G.6 Protests (AUG 11)

a. **General.** Companies may file a protest over sales under this Agreement with the -

- (1) Contracting Officer;
- (2) Director, Directorate of Contracting, DLA Strategic Materials, for a decision at a level above the Contracting Officer.

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

b. **Pre-Award Protests:**

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

c. **Post-Award Protests:**

Protests after award shall be filed not later than 10 calendar days after the basis of the protest is known or should have been known, whichever is earlier.

d. **Service of Protest:**

- (1) Protests seeking a decision by the Contracting Officer shall be served in writing at the following address and may be filed by mail, hand delivery, commercial delivery service, or facsimile:

ATTN: Directorate of Contracting
(Insert name of the Contracting Officer)
DLA Strategic Materials
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile No.: (703) 767-5494 or (703) 767-5484

- (2) As an alternative to filing a protest with the Contracting Officer, Quoters may seek an independent review by filing an agency-level protest with the DLA Strategic Materials Director, Directorate of Contracting. 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. A protest seeking an agency-level decision should clearly state that it is an "Agency Level Protest Under Executive Order 12979." The protest shall be served in writing at the following address and may be filed by mail, hand delivery, commercial delivery service, or facsimile:

ATTN: Director, Directorate of Contracting
DLA Strategic Materials
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile No.: (703) 767-5494

G.7 Disputes (MAR 11)

- a.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- b.** Except as provided in the Act, all disputes arising under or relating to a contract entered into pursuant to this BOA shall be resolved under this clause.
- c.** "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d.**
 - (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2)
 - (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

- e. For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- f. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- g. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer
- h. The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- i. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

G.8 Default (AUG 09)

- a. (1) The Government may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to –
 - (i) Make payment and remove the material within the time specified in this contract or any extension;
 - (ii) Remove the material within the time specified in this contract whether or not payment has been made;
 - (iii) Make progress, so as to endanger performance of this contract; or
 - (iv) Perform any of the other provisions of this contract.
- (2) The Government's right to terminate this contract under a.(1)(iii) and a.(1)(iv) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure. Upon the Contractor's failure to cure such default within that period (or such further period as the

Contracting Officer may allow), the Contractor shall lose all right, title and interest which it might otherwise have acquired in and to the material as to which a default has occurred.

(3) If at any time prior to the expiration of this contract, the Contractor makes it clear either by words, actions, or circumstances, that the Contractor is unwilling or unable to perform under this contract, the Government shall not be required to furnish the Contractor notice specifying the failure under this contract prior to exercising its right to terminate this contract for default and seek damages.

- b.** If the contract is terminated, the Contractor could be held liable for damages resulting from the resale of the material, as described below. The Contractor may also be liable for additional charges including, not limited to: interest, storage charges, penalty charges, consideration fees, and administrative charges relating to the termination.
- c.** If the Government terminates the contract for default, it may subsequently resell the material for the Contractor's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Contractor the difference between the contract price and the price obtained on resale. In no event will the Contractor be refunded any money if the Government obtains a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not resell the material within 12 months, the Contractor may be held liable for the full contract price for the quantity of material on which the default has occurred.
- d.** If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
- e.** The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

G.9 Applicable Law for Breach of Contract Claim (JUL 06)

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

G.10 Bankruptcy (JAN 07)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the contracting officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed and the identity of the court in which the bankruptcy petition was filed.

G.11 Termination for Convenience of the Government (DEC 97)

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

G.12 Excusable Delays (DEC 07)

- 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.** The Contracting Officer shall make a written determination that an excusable delay condition exists.
- c.** 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.
- d.** The Contractor shall notify the Contracting Officer, in writing, of the nature and extent of the excusable delay condition promptly after the commencement thereof, but in any event prior to outloading of the material from the storage location from which it is to be shipped. The Contractor shall notify the Contracting Officer, in writing, within ten (10) calendar days when the excusable delay condition ceases to exist.

G.13 Setoff of Funds (MAY 04)

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

G.14 Indemnification Agreement (JAN 02)

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

G.15 Covenant Against Contingent Fees (JAN 95)

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

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

G.16 Notice Regarding U.S. Commerce Control List (CCL) Items (JUL 07)

- a. The use, disposition, export and re-export of purchased property is subject to all applicable U.S. laws and regulations, including, but not limited to, the Arms Control Act (22 U.S.C. § 2751 *et seq.*); Export Administration Act of 1979 (50 U.S.C. App. § 2401 *et seq.*) as continued by Executive Order; International Traffic in Arms Regulations (22 C.F.R. § 120 *et seq.*); Export Administration Regulations (15 C.F.R. § 793 *et seq.*); Foreign Asset Control Regulations (31 C.F.R. § 500 *et seq.*) and the Espionage Act (18 U.S.C. § 793 *et seq.*); which, among other things, prohibit:
 - 1. The making of false statements and concealment of any material information regarding the use or disposition, export or re-export of the property; and
 - 2. Any use, disposition, export or re-export of the property not permitted by applicable statute and regulation.
- b. Purchaser understands that transfer of CCL property could impact national security. The submission of false or misleading information and/or concealment of any material facts regarding the use, disposition or export of this property may constitute a violation of provisions of 18 U.S.C. § 554, 18 U.S.C. §§ 793-1001, 19 U.S.C. §1595, 22 U.S.C. § 401, 22 U.S.C. §§ 2778-2779, 50 U.S.C. § 1705, 50 U.S.C. App. §§ 2410-2411, 50 U.S.C. App. §1-44 and other laws. U.S. laws and DOD policy (including DoD Instruction 2030.8) describe sanctions for violations that include, but are not limited to, the denial of U.S. export privileges, debarment from future U.S. Government contracts, fines and criminal penalties.
- c. Transfer of CCL property by purchasers is subject to the requirements of the Department of Commerce. An export license or other authorization may be required. It is the responsibility of the Purchaser to determine the applicable requirements and obtain all necessary approvals, authorizations, and licenses. The Sales Contract number can be referenced when submitting an application for an export license or other authorization to the Department of Commerce for CCL property.
- d. In the event the CCL property is sold or transferred to another party, the information in this form regarding the above laws, regulations and DOD policy must be passed to the subsequent purchaser or receiver. Copies of Records of Resale or transfer must be forwarded to the Contracting Officer within 5 days of the sale.
- e. The Purchaser agrees to cooperate with all authorized Government representatives to verify the existence, condition, and location of the CCL property and agrees to obtain the cooperation of any other receiver for this same purpose.

G.17 End User Certificate and Disposition and Use of Property (JUL 07)

- a. The Purchaser agrees to submit a completed End-Use Certificate, DLA Form 1822.
- b. The Purchaser represents and warrants that the ultimate destination, use, and disposition of the property shall be in accordance with the End-Use Certificate as submitted and approved by the Contracting Officer.
- c. Changes to the Purchaser's End-Use Certificate for Commerce Control List (CCL) property require written notification to and the prior written approval of the Contracting Officer.
- d. The Purchaser further agrees to notify any and all subsequent Purchasers or Receivers of this property in writing of the provisions relating to CCL items and of the Purchaser's End-Use Certificate relative to the authorized destination; the requirement for approval by the Contracting Officer of any change of such destination prior to exportation thereto; the specific United States restrictions on exports and re-exports directly and indirectly to denied areas or other prohibited destinations that may have been specified in this contract; the documentation (e.g., Import Certificate/Delivery Verification (IC/DV) documents, lading certificates, answers to follow-up requests) that may be required; and United States sanctions against violators. Subsequent Purchasers and Receivers must also agree to make similar notification to its Purchasers and Receivers. Any unauthorized disposition of the property by a Subpurchaser or Subreceiver of the property shall be the responsibility of such Subpurchaser or Subreceiver and, where at fault, of the original Purchaser from the United States.
- e. When property purchased under a single contract is intended for more than one destination, the Purchaser agrees to submit with its End-Use Certificate a listing of those items specifying quantities intended for each destination and consignee. The Purchaser further agrees to furnish the listings referred to herein with each request for approval of a change in destination.
- f. The Purchaser agrees to furnish any and all information requested by the United States regarding the actual disposition of the property awarded to the Purchaser within 10 calendar days of the date of the request.

END OF SECTION G

SECTION H – DEFINITIONS (MAR 11)

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

- a.** The term “BOA” (or “Agreement”) means the agreement awarded to a Contractor pursuant to the BOA Solicitation. Once a Contractor has been awarded a BOA, the Contractor may submit a quote in response to a Request for Quotes.
- b.** The term “Contracting Officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- c.** The terms “Quoter”, “Purchaser”, “Offeror” or “Contractor” may be used interchangeably.
- d.** The term Acceptance Letter means the letter, signed by the Contracting Officer, indicating that the Government has awarded the BOA to the Contractor.
- e.** The term Quote/Award Form means the form located at Section I.1, page 39 of the BOA Solicitation and on the DLA Strategic Materials Website. This form is used by a Contractor to submit a Quote to the Government in response to a Request for Quotes under the BOA.
- f.** The terms “shall” and “must” are used interchangeably.
- g.** The term “electronic commerce” means electronic techniques for accomplishing business transactions including electronic mail or messaging and World Wide Web technology.
- h.** The terms “DLA Strategic Materials” and “Government” may be used interchangeably.

END OF SECTION H

SECTION I – SUBMITTALS

COMPLETE AND RETURN THE FOLLOWING:

INITIAL SUBMISSION IN RESPONSE TO THIS BASIC ORDERING AGREEMENT:

Basic Ordering Agreement Cover Page (Page 2 of 64)

- I.4 Certification Regarding Responsibility Matters (APR 10)
- I.5 Type of Business Organization (APR 96)
- I.6 Persons Authorized to Request Shipment of Material (MAR 11)
- I.7 Contractor's Address and Billing Address (MAR 11)
- I.8 Persons Authorized to Submit Quotes for Beryllium Metal Under the Basic Ordering Agreement (MAR 11)
- I.9 Disputes: Agreement to Use Alternative Dispute Resolution (JUL 06)
- I.10 DLA Form 1822 End-Use Certificate (JUL 08)
- I.11 Certification As Firm Incorporated in the United States and As Supplier of High Content Beryllium Metal or Components with High Content Beryllium Metal (JAN 08)
- I.12 Certification of Use in High Content Beryllium Applications (JAN 08)

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

SUBMISSION WITH QUOTE:

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

- I.3 Certificate of Independent Price Determination (JAN 02)
- I.4 Certification Regarding Responsibility Matters (APR 10)

I.1 Quote/Award Form (AUG 11)

QUOTE/AWARD FORM DLA-BERYLLIUM-004		CONTRACT NUMBER		PAGE 1 of	
FROM: _____ _____ _____		TO: DEFENSE LOGISTICS AGENCY DLA STRATEGIC MATERIALS ATTN: BERYLLIUM CONTRACTING OFFICER 8725 JOHN J. KINGMAN ROAD, SUITE 3229 FORT BELVOIR, VA 22060-6223			
DATE OF QUOTE:	PLEASE FAX QUOTE TO THE FOLLOWING NUMBER: (703) 767-5541		INVOICE/PAYMENTS TO: CONTRACTOR PAYMENTS MUST BE MADE BY WIRE TRANSFER		
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-BERYLLIUM-004. In the event of a conflict between the terms of the BOA, the Acceptance Letter and the Quote/Award Form, the terms of the Quote/Award Form govern.					
<i>ITEM</i>	<i>COMMODITY DESCRIPTION AND LOCATION</i>	<i>QUANTITY (No. of lbs)</i>	<i>UNIT (LBS)</i>	<i>UNIT PRICE / LB</i>	<i>TOTAL</i>
CONTRACTOR QUOTE:					
Quote was prepared in accordance with I.3 and I.4 of the BOA _____ (Offeror's initials required)					
AWARD BY THE GOVERNMENT					
CONTRACT PERIOD EXPIRES ON:					
EXECUTION BY CONTRACTOR			ACCEPTANCE BY GOVERNMENT		
DATE (Day, Month, Year)			UNITED STATES OF AMERICA BY (Signature):		DATE:
SIGNATURE OF CONTRACTOR (IDENTIFIED BELOW)					
TYPE OR PRINT NAME AND TITLE OF PERSON AUTHORIZED TO SIGN THIS QUOTE:			NAME AND TITLE OF CONTRACTING OFFICER		
Name: _____ Title: _____ Email: _____			Name: _____		
Telephone Number: () _____ Facsimile Number: () _____			Title: _____		

I.2 Shopping List

Please see the “Beryllium” Commodity page for the shopping list information available on the webpage at <https://www.dnsc.dla.mil>.

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

- a.** The Contractor certifies that:
- (1) The prices in each Quote have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Quoters or competitor relating to (i) each Quote, (ii) the intention to submit a Quote, or (iii) the methods or factors used to calculate the price quoted;
 - (2) The prices in each Quote have not been and will not be knowingly disclosed by the Quoter, directly or indirectly, to any other Quoter or competitor before contract award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Quoter to induce any other concern to submit or not to submit a Quote for purposes of restricting competition.
- b.** Each signature on the Quote is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the Quoter's organization responsible for determining the prices being quoted, and that the signatory has not participated and will not participate in any action contrary to subparagraph a.(1) through a.(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent;

(ii) As an authorized agent, does certify that the principals have not participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) above.
- c.** If the Quoter deletes or modifies subparagraph a.(2) above, the Quoter must furnish with its Quote a signed statement setting forth in detail the circumstances of the disclosure.

I.4 Certification Regarding Responsibility Matters (APR 10)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

- (i) The Offeror 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 offer, 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 offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
 - (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 paragraph (a)(1)(i)(B) of this provision;
 - (D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (1) Federal taxes are considered delinquent if both of the following criteria apply:
 - (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (2) *Examples.*
 - (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this

will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

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 Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror 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 solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror 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 an Offeror 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 Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this Basic Ordering 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 (MAR 11)

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

_____	_____
Typed Name	Title
_____	_____
Signature	Telephone Email Address
_____	_____
Typed Name	Title
_____	_____
Signature	Telephone Email Address
_____	_____
Typed Name	Title
_____	_____
Signature	Telephone Email Address

I.7 Contractor's Address and Billing Address (MAR 11)

The Contractor shall provide its address, telephone number, facsimile number, and email address in the space provided below:

The Contractor shall provide its billing address, billing telephone number, billing facsimile number, and billing email address below, if different from the address information shown above.

I.8 Persons Authorized to Submit Quotes for Beryllium Metal Under the Basic Ordering Agreement (MAR 11)

The Contractor represents that, as of _____, the following individuals are
[insert date]
current employees of _____ and are authorized to sign and submit
[insert name of firm]
quotes for beryllium metal on behalf of _____
[insert name of firm]

Typed Name

Title

Signature

Telephone Email Address

Typed Name

Title

Signature

Telephone Email Address

Typed Name

Title

Signature

Telephone Email Address

Signature of Authorized Representative

Name of Authorized Representative

Title

Date

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

- a.** The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.
- b.** Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor, or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.
- c.** If you wish to opt out of this clause, check here (). Alternate wording may be negotiated with the contracting officer.

I.10 DLA Form 1822 End-Use Certificate (JUL 08)

Please see the “Beryllium” Commodity page for DLA Form 1822 End-Use Certificate, July 2008 available on the webpage at <https://www.dnsc.dla.mil>.

I.11 Certification As Firm Incorporated in the United States and As Supplier of High Content Beryllium Metal or Components with High Content Beryllium Metal (JAN 08)

- a. The Quoter certifies that it is a firm incorporated in the United States of America under the laws of the State of _____. The Quoter shall give its full name, address, telephone/facimile numbers, and email address in the space provided:

- b. The Quoter certifies that –
- (1) It has supplied high content beryllium metal or components with high content beryllium metal to U.S. defense or commercial customers at least once in the last 10 years; and
 - (2) It is in the business of remelting, alloying, reprocessing, fabricating, or machining high content beryllium metal or manufacturing or integrating components containing high content beryllium metal for U.S. defense or commercial customers.
- c. If the Quoter is unable to certify to the requirements in paragraphs **a.** and **b.**, above, the Quoter will be considered nonresponsive and ineligible for award under this Solicitation.

I.12 Certification of Use in High Content Beryllium Applications (JAN 08)

The Quoter certifies, by signing the Basic Ordering Agreement, that any Beryllium Metal awarded under Basic Ordering Agreement DLA-BERYLLIUM-004 shall be employed only for high content beryllium applications.

END OF SECTION I

SECTION J – LIST OF ATTACHMENTS

- J.1 Purchase Specification
- J.2 Storage Locations
- J.3 Shipping Instructions (MAR 11)
- J.4 Material Safety Data Sheets (MAR 08)
- J.5 Fedwire and International Wire Transfer Procedures (MAR 11)
- J.6 Instructions for Completing DLA Form 1822, End-Use Certificate (MAY 10)

J.1 Purchase Specification

Please see the “Beryllium” Commodity page for the Purchase Specification available on the webpage at <https://www.dnsc.dla.mil>.

J.2 Storage Locations

Information on storage locations for Beryllium Metal, (vacuum cast ingot and hot pressed powder grades A and B), may be found on the DLA Strategic Materials Website (<https://www.dnsc.dla.mil>). Click on the “Depot Locations” link.

J.3 Shipping Instructions (MAR 11)

Shipping Request Number: _____

SHIPPING INSTRUCTIONS

1. a. Contractor: _____

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

2. a. DLA Contract No _____ b. Commodity: _____

3. Item/Pile: _____

4. Depot: _____

5. a. Quantity: _____

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

6. Shipping Method: _____

7. a. Carrier Name: _____

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

8. Date Shipment Desired: _____

9. Ship To: _____

10. Minimum Load: _____

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

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

13. Copy of Payment Attached: Yes _____ No _____

14. Remarks: _____

15. Contractor's Signature: _____

Date

Telephone

16. Release Approved and Authorized: _____

Contracting Officer

Date

J.4 Material Safety Data Sheets – BERYLLIUM (MAR 08)

MATERIAL SAFETY DATA SHEETS

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: BERYLLIUM

TRADE NAMES/SYNONYMS:

BERYLLIUM-9; GLUCINIUM; BERYLLIUM ELEMENT; GLUCINUM; UN 1567; RCRA P015; Be; DLA02910; RTECS DS1750000

CHEMICAL FAMILY: metal

CREATION DATE: Jul 01 1992

REVISION DATE: Mar 13 2008

2. COMPOSITION, INFORMATION ON INGREDIENTS

COMPONENT: BERYLLIUM
CAS NUMBER: 7440-41-7
EC NUMBER (EINECS): 231-150-7
EC INDEX NUMBER: 004-001-00-7
PERCENTAGE: 100.0

3. HAZARDS IDENTIFICATION

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

EMERGENCY OVERVIEW:

PHYSICAL DESCRIPTION: Odorless, grayish-white brittle metal.

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

PHYSICAL HAZARDS: Negligible fire and explosion hazard in bulk form. Dust/air mixtures may ignite or explode. May react on contact with water.

POTENTIAL HEALTH EFFECTS:

INHALATION:

SHORT TERM EXPOSURE: same as effects reported in long term exposure, irritation, fever, difficulty breathing, irregular heartbeat, lung congestion

LONG TERM EXPOSURE: skin disorders, changes in blood pressure, weight loss, chest pain, difficulty breathing, fatigue, lung damage, blood disorders, bone disorders, kidney damage, liver damage, cancer

SKIN CONTACT:



SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: irritation

EYE CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: irritation

INGESTION:

SHORT TERM EXPOSURE: irritation, difficulty breathing

LONG TERM EXPOSURE: no information on significant adverse effects

CARCINOGEN STATUS:

OSHA: No

NTP: Yes

IARC: Yes

4. FIRST AID MEASURES

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

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

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

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

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

5. FIRE FIGHTING MEASURES

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

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

Do not get water directly on material.

FIRE FIGHTING: Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Stay away from the ends of tanks. For fires in cargo or storage area: Cool containers with water from unmanned hose holder or monitor nozzles until well after fire is out. If this is impossible then take the following precautions: Keep unnecessary people away, isolate hazard area and deny entry. Let the fire burn. Use extinguishing agents appropriate for surrounding fire. Avoid inhalation of material or combustion by-products.

6. ACCIDENTAL RELEASE MEASURES

WATER RELEASE:

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

OCCUPATIONAL RELEASE:

Collect spilled material in appropriate container for disposal. Notify Local Emergency Planning Committee and

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

7. HANDLING AND STORAGE

STORAGE: Store and handle in accordance with all current regulations and standards. Keep separated from incompatible substances.

HANDLING: Use methods to minimize dust.

8. EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS:

BERYLLIUM:

BERYLLIUM AND COMPOUNDS:

2 ug(Be)/m³ OSHA TWA

5 ug(Be)/m³ OSHA ceiling

25 ug(Be)/m³ OSHA peak 30 minute(s)

0.002 mg(Be)/m³ ACGIH TWA

0.01 mg(Be)/m³ ACGIH STEL

0.0005 mg(Be)/m³ NIOSH recommended TWA 10 hour(s) (not to exceed)

DFG MAK (airway and skin sensitizer) (inorganic compounds)

0.005 mg/m³ AGS TRK (inhalable fraction) (metal) (effective 1 Jan 2005 no longer valid per amendment)

0.002 mg/m³ AGS TRK (inhalable fraction) (others) (effective 1 Jan 2005 no longer valid per amendment)

0.002 mg(Be)/m³ UK WEL TWA

MEASUREMENT METHOD: NIOSH IV # 7102, 7300, 7301, 7303, 9102; OSHA ID125G, ID206

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

EYE PROTECTION: Wear splash resistant safety goggles with a faceshield. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

CLOTHING: Wear appropriate chemical resistant clothing.

GLOVES: Wear appropriate chemical resistant gloves.

RESPIRATOR: Under conditions of frequent use or heavy exposure, respiratory protection may be needed. Respiratory protection is ranked in order from minimum to maximum. Consider warning properties before use. Any particulate respirator equipped with an N95, R95, or P95 filter (including N95, R95, and P95 filtering facepieces) except quarter-mask respirators. The following filters may also be used: N99, R99, P99, N100, R100 or P100. Any air-purifying full-facepiece respirator equipped with an N95, R95, or P95 filter. The following filters may also be used: N99, R99, P99, N100, R100 or P100. Any powered, air-purifying respirator with a high-efficiency particulate filter. Any powered, air-purifying respirator with a tight-fitting facepiece and a high-efficiency particulate filter. Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode.

For Unknown Concentrations or Immediately Dangerous to Life or Health -

Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode in combination with an auxiliary self-contained breathing apparatus operated in pressure-demand or other positive-pressure mode.

Any self-contained breathing apparatus that has a full facepiece and is operated in a pressure-demand or other positive-pressure mode.

9. PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL DESCRIPTION: Odorless, grayish-white brittle metal.

MOLECULAR WEIGHT: 9.01

MOLECULAR FORMULA: Be

BOILING POINT: 5378 F (2970 C) @ 5 mmHg

MELTING POINT: 2323-2341 F (1273-1283 C)

VAPOR PRESSURE: 7.6 mmHg @ 1910 C

VAPOR DENSITY: Not applicable

SPECIFIC GRAVITY (water=1): 1.848

WATER SOLUBILITY: reacts

PH: Not applicable

VOLATILITY: Not applicable

ODOR THRESHOLD: Not available

EVAPORATION RATE: Not applicable

COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available

SOLVENT SOLUBILITY:

Soluble: dilute acids, alkali

Insoluble: nitric acid, mercury

10. STABILITY AND REACTIVITY

REACTIVITY: Avoid contact with water or moisture. May react with evolution of heat on contact with water.

CONDITIONS TO AVOID: None reported.

INCOMPATIBILITIES: acids, bases, halo carbons, oxidizing materials, halogens, metals, combustible materials

BERYLLIUM:

ACIDS (STRONG): Reacts to produce flammable hydrogen gas.

BASES (STRONG): Attacked and evolves flammable hydrogen gas.

CARBON DIOXIDE: Violent reaction.

CARBON DIOXIDE + NITROGEN: May ignite on heating.

CARBON TETRACHLORIDE: Forms shock-sensitive mixture.

CHLORINE: Incandescent reaction when heated.

FLUORINE: Incandescent reaction when heated.

HALIDES: Reacts.

HALOCARBON SOLVENTS: May form shock-sensitive mixtures.

HYDROCHLORIC ACID: Reacts with finely divided or amalgamated beryllium.

LITHIUM: Severely attacks beryllium metal.

METALS (ALKALI): Reacts to form salts.

NITRIC ACID (DILUTE): Reacts with finely divided or amalgamated beryllium.

OXIDIZERS: Reacts vigorously.

PHOSPHORUS: Incandescent reaction on heating.

SULFURIC ACID (DILUTE): Reacts with finely divided or amalgamated beryllium.

TRICHLOROETHYLENE: Forms shock-sensitive mixture.

HAZARDOUS DECOMPOSITION:

Thermal decomposition products: oxides of beryllium

POLYMERIZATION: Will not polymerize.

11. TOXICOLOGICAL INFORMATION

BERYLLIUM:

TOXICITY DATA: 496 ug/kg intravenous-rat LD50; 51 mg/kg intratracheal-rat LD50; 20 ng/m³/8 hour(s)-26 week(s) intermittent inhalation-rat TCLo; 20 ng/m³/1 hour(s)-17 week(s) intermittent inhalation-mammal TCLo; 2 ug/m³/8 hour(s)-26 week(s) intermittent inhalation-human TCLo

CARCINOGEN STATUS: NTP: Known Human Carcinogen; IARC: Human Sufficient Evidence, Animal Sufficient Evidence, Group 1 (Beryllium and beryllium compounds); ACGIH: A1 -Confirmed Human Carcinogen (Beryllium and beryllium compounds); EC: Category 2 (Beryllium and beryllium compounds); TRGS 905: K 2 Occupational exposure to beryllium and its compounds has resulted in an increased risk of lung cancer. Exposure by inhalation or intratracheal instillation resulted in lung tumors in rats. Rabbits receiving intravenous injections, implantations, or injections into the bone resulted in osteosarcomas.

LOCAL EFFECTS:

Irritant: inhalation, skin, eye

TARGET ORGANS: immune system (sensitizer)

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: respiratory disorders

TUMORIGENIC DATA: 13 mg/kg intratracheal-rat TDLo; 20 mg/kg intravenous-rabbit TDLo

MUTAGENIC DATA: DNA adduct - Escherichia coli 30 umol/L; DNA inhibition - non-mammalian species intravenous 30 umol/kg; DNA adduct - human HeLa cell 30 umol/L; DNA adduct - mouse Ascites tumor 30 umol/L

ADDITIONAL DATA: May cross the placenta.

Contact with beryllium compounds may exacerbate a preexisting berylliosis condition.

HEALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE:

BERYLLIUM: Brief, intense exposure to pulmonary irritants may cause severe chemical pneumonitis. Symptoms may include bronchial spasm, nasopharyngitis, tracheobronchitis, cough, blood tinged sputum, dyspnea, cyanosis, nasal discharge, fever, anorexia, fatigue, tachycardia and possibly cor pulmonale. Fatal pulmonary edema or spontaneous pneumothorax have been reported. Studies in rats indicate a severe, chemical pneumonitis followed by a quiescent period of minimal inflammation and mild fibrosis occurs. Later, progressive fibrosing pneumonitis was observed in these rats. With sufficient exposure, effects as detailed in chronic exposure may occur.

CHRONIC EXPOSURE:

BERYLLIUM: In addition to the effects described in acute exposure, prolonged or repeated exposure may cause "berylliosis", a disorder that generally affects the upper and lower respiratory tract, but the onset may be marked by weakness, fatigue, and weight loss with or without dyspnea. Symptoms may be delayed from 1-25 years from exposure and may be precipitated by additional physical stress. Signs of pulmonary insufficiency and systemic effects may occur including dyspnea on exertion or at rest, burning chest pain, constant non-productive hacking cough, wheezing, clubbing of fingers, low blood pressure, enlarged liver, spleen and parotid gland, osteoarthropathy, increase in hematocrit, elevated serum uric acid, nephrolithiasis, hypercalciuria with or without stones, hypercalcemia, spontaneous skin lesions, and cor pulmonale due to increasing pulmonary fibrosis and pulmonary resistance. Less common effects may include hemoptysis, seizure disorders and palpitations. Severely disabled persons may show cachexia and signs of right heart impairment with severe non-productive cough, spontaneous pneumothorax, and bouts of chills and fever. Death may be due to cardiac or respiratory failure, or in rare cases, renal failure. Pathological findings include extrapulmonary changes of focal granulomatous lesions in the abdominal lymph nodes, spleen, liver, and bone marrow, as well as renal involvement. Human studies indicate that berylliosis may be a disease resulting from pulmonary sensitization and responding with inflammatory changes which tend to be granulomatous. Cumulative exposure to beryllium has produced decreased lung function that is distinct from berylliosis. Epidemiological studies show an excess of lung cancer in white males occupationally exposed to beryllium or beryllium compounds.

SKIN CONTACT:

ACUTE EXPOSURE:

BERYLLIUM: May cause irritation. Sensitization is reported to not occur from contact of intact skin with beryllium metal. However, accidental implantation of particles beneath the skin may cause necrosis of adjacent tissue,

formation of ulcer, and granulomatous hypersensitivity reaction.

CHRONIC EXPOSURE:

BERYLLIUM: Repeated exposure to irritants may cause dermatitis.

EYE CONTACT:

ACUTE EXPOSURE:

BERYLLIUM: Contact with dust may cause conjunctival inflammation. Introduction into corneas of rabbits produced slight clouding of the surrounding cornea.

CHRONIC EXPOSURE:

BERYLLIUM: May cause conjunctivitis and possibly severe periorbital edema.

INGESTION:

ACUTE EXPOSURE:

BERYLLIUM: May cause coughing and shortness of breath. Experimental evidence suggest that little beryllium is absorbed from the gastrointestinal tract.

CHRONIC EXPOSURE:

BERYLLIUM: In animal studies, beryllium metal eaten in the diet at a level of 5% is so poorly absorbed that no effect on growth occurred over long periods of feeding. However, beryllium tends to displace magnesium in the body after a prolonged period of time.

12. ECOLOGICAL INFORMATION

Not available

13. DISPOSAL CONSIDERATIONS

Dispose in accordance with all applicable regulations. Subject to disposal regulations: U.S. EPA 40 CFR 262. Hazardous Waste Number(s): P015. Subject to disposal regulations: U.S. EPA 40 CFR 262. Hazardous Waste Number(s): D003.

14. TRANSPORT INFORMATION

U.S. DOT 49 CFR 172.101:

PROPER SHIPPING NAME: RQ Environmentally hazardous substances, solid, n.o.s. (BERYLLIUM)

ID NUMBER: UN3077

HAZARD CLASS OR DIVISION: 9

PACKING GROUP: III

LABELING REQUIREMENTS: 9



CANADIAN TRANSPORTATION OF DANGEROUS GOODS: No classification assigned.

LAND TRANSPORT ADR: No classification assigned.

LAND TRANSPORT RID: No classification assigned.

AIR TRANSPORT IATA: No classification assigned.

AIR TRANSPORT ICAO: No classification assigned.

MARITIME TRANSPORT IMDG: No classification assigned.

15. REGULATORY INFORMATION

U.S. REGULATIONS:

CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):

BERYLLIUM: 10 LBS RQ (solid metal particles < 100 micrometer diameter (0.004 inches))

SARA TITLE III SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30): Not regulated.

SARA TITLE III SECTION 304 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.40): Not regulated.

SARA TITLE III SARA SECTIONS 311/312 HAZARDOUS CATEGORIES (40 CFR 370.21):

ACUTE: Yes

CHRONIC: Yes

FIRE: No

REACTIVE: Yes

SUDDEN RELEASE: No

SARA TITLE III SECTION 313 (40 CFR 372.65):

BERYLLIUM AND COMPOUNDS

BERYLLIUM

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

STATE REGULATIONS:

California Proposition 65:

Known to the state of California to cause the following:

BERYLLIUM AND COMPOUNDS

Cancer (Oct 01, 1987)

CANADIAN REGULATIONS:

WHMIS CLASSIFICATION: Not determined.

EUROPEAN REGULATIONS:

EC CLASSIFICATION (ASSIGNED):

T+	Very Toxic
T	Toxic
Xi	Irritant
	Sensitizing
	Carcinogen Category 2

EC Classification may be inconsistent with independently-researched data.

DANGER/HAZARD SYMBOL:



T+

EC RISK AND SAFETY PHRASES:

R 25	Toxic if swallowed.
R 26	Very toxic by inhalation.
R 36/37/38	Irritating to eyes, respiratory system and skin.
R 43	May cause sensitization by skin contact.
R 48/23	Toxic: danger of serious damage to health by prolonged exposure through inhalation.
R 49	May cause cancer by inhalation.
S 45	In case of accident or if you feel unwell, seek medical advice immediately (show the label where possible).
S 53	Avoid exposure - obtain special instructions before use.

NATIONAL INVENTORY STATUS:

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

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

16. OTHER INFORMATION

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J.5 FEDWIRE AND INTERNATIONAL WIRE TRANSFER PROCEDURES (MAR 11)

Fedwire (domestic wire transfer)

The Sender must use a bank that offers Fedwire funds transfer capability. Information regarding Fedwire, including listings of Fedwire funds transfer participants, may be found at <http://www.frb services.org>.

To ensure the funds are credited to DLA Strategic Materials the following information is required for any wire transfer of funds.

1. Bank Name, Location, and Routing Number.

Bank Name:	TREAS NYC
Location:	New York, NY
Routing Number:	021030004
2. Amount of funds to be transferred.
3. Beneficiary Identifier: 00006355
Beneficiary Name: DFAS/STRATEGIC MATERIALS
4. Third Party Information – Contractor’s Name, Commodity, and Contract Number.

NOTE:

Under Item 3, the number 00006355 is the ALC = Agency Location Code (this is the same as account number)

International Wire Payment

The following information is required for payments made through international wire payment.

1. Bank Name, Bank Address, Swift Code, Account Number, ABA Number, Account Name.

Bank Name:	Citibank
Bank Address:	388 Greenwich Street, New York, NY 10013
Swift Code:	CITIUS33XXX
Account Number:	36838868
ABA Number:	021000089
Account Name:	Federal Reserve Bank of New York/ITS

IMPORTANT NOTE: All international wire payments must include the following reference for payments to post to the Defense Finance and Accounting Service (DFAS) account:

ITSALC00006355DOD Columbus

2. Amount of funds to be transferred.
3. Addendum Information: Payment for Contract No. _____
Invoice No. _____

J.6 Instructions for Completing DLA Form 1822, End-Use Certificate (MAY 10)

Please see the “Beryllium” Commodity page for the Instructions for Completing DLA Form 1822, End-Use Certificate available on the webpage at <https://www.dnsc.dla.mil>.