



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



NO REPLY
REFER TO

DNOSC-P1

February 12, 1997

Dear Prospective Offeror:

On Tuesday, March 20, 1997, at 2:00 p.m. local time, the Defense National Stockpile Center will open and consider offers for the sale of approximately 25,000 pounds of tantalum oxide (approx. 20,000 lbs contained Ta) under Solicitation of Offers, DLA-TANTALUM OXIDE-001. Additional copies of the solicitation are available upon request. Offers should be addressed to:

ATTN: DNOSC-LX - Custodian
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3339
Fort Belvoir, VA 22060-6223

The format of the solicitation is negotiated, which allows the Government to discuss issues regarding price, removal period, quantity, prompt payment discounts, or any other provision of the solicitation. However, the Government may award a contract without discussion with offerors. Therefore, each initial offer should contain the offeror's best terms.

Thank you for your interest in the Defense National Stockpile program. Should you have further concerns or questions regarding the sale of tantalum oxide, please contact the undersigned at (703) 767-6475.

Sincerely,

ANDREA PLUCKNETT
Team Leader - DNOSC-P1



ISSUE DATE: February 12, 1997

DLA-TANTALUM OXIDE-001

SOLICITATION OF OFFERS FOR TANTALUM OXIDE



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SCHEDULE**SECTION A - SOLICITATION****A.1 Introduction (JAN 95)**

- a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC), is soliciting offers for the sale of approximately 25,000 pounds of Tantalum Oxide (approx. 20,000 lbs contained Ta) for Fiscal Year 1997. The initial opening will be held at 2:00 p.m., local time, on **Tuesday, March 20, 1997**. If all material is not sold, subsequent offerings will be held the third Tuesday of each month, beginning April 17, 1997, until all material is sold. Offerors are advised to telephone the Directorate of Stockpile Contracts at (703) 767-6500 to ascertain the availability of material. Offers must be received at the address in Section **B.2.a.** by 2:00 p.m., local time. In the event that the third Tuesday of any month is a holiday, or DNSC is otherwise closed at that time, offers for that day will be received at 2:00 p.m. on the next DNSC business day.
- b. Delivery of Tantalum Oxide is F.O.B. carrier's conveyance. The Government will assist with outloading. (See Section **F.1.d.**)

A.2 Description (JAN 95)

- a. The Tantalum Oxide offered for sale was acquired for the Stockpile in 1992/93 from O'Dell Construction Co., Prattville, AL., and was produced in Germany by Hermann C. Starck. The material ranges in purity from 99.68% to 99.99% Ta₂O₅ and the particle size is 100% -30 mesh and a maximum of 5% +80 mesh. It is packaged in plastic liners in 30 gallon, 16 gauge steel drums and palletized 4 drums on a 40" x 48" flat pallet. See Section **J** for further description of the material offered for sale.
- b. Government records indicate that Tantalum Oxide conforms to the data listed in Paragraph **A.2.a.**, Section **I.2**, and Section **J.1**; however, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose.

SECTION B - PREPARATION AND SUBMISSION OF OFFERS

B.1 Submittals (JAN 95)

Offerors shall submit **all** of the following documents contained in Section **I** along with the offer:

- a. Section **I.1 Sale of Government Property Negotiated Sales Contract (JAN 95)** with the section entitled "Execution by Contractor" completed.
- b. Section **I.2 Item Offer Page - DLA-TANTALUM OXIDE-001 (JAN 97)** with the (1) quantity offered column; (2) offered unit price column; (3) total price column; (4) company name; (5) name and title; and (6) signature and date blocks completed.
- c. Representations, Certifications and Identifications at Sections **I.3** through **I.10**.
- d. Any other terms the Offeror wishes to negotiate, accompanied by supporting documentation. (See Section **B.6.d.**)

B.2 General Information (JUN 95)

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

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

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

**SOLICITATION OF OFFERS
DLA-TANTALUM OXIDE -001**

- b. The Offeror agrees, if its offer is accepted by the Government within fifteen (15) working days from the date specified in the Solicitation for receipt of offers, to purchase any or all material on which offers are made at the price offered and to take delivery of the material within the removal period specified in the executed Section **I.1 Sale of Government Property Negotiated Sales Contract (JAN 95)**.
- c. Unless a designation of agent is on file at DNSC, an Offeror submitting an offer as agent for another party shall submit written proof, either prior to or with the offer, that it is authorized to act as an agent and shall tender the offer in the name of the principal.

B.3 Minimum Quantity (JAN 95)

The **minimum** offer quantity shall be **(1) lot**. Only offers for entire lots are acceptable. An offer for less than the minimum quantity may render the Offeror ineligible for award.

B.4 Late Submissions, Modifications, and Withdrawals of Offers (JUN 95)

- a. Any offer received at the office designated in the Solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -
 - (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - (2) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;
 - (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of offers. The term working days excludes weekends and U.S. Federal holidays;
or
 - (4) Is the only offer received.
- b. Any modification of an offer, except a modification resulting from the Contracting Officer's request for best and final offer, is subject to the same conditions as in subparagraphs a.(1), (2), and (3) of this provision.
- c. A modification resulting from the Contracting Officer's request for best and final offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.
- d. The only acceptable evidence to establish the date of mailing of a late offer or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- e. The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the offer wrapper or other documentary evidence of receipt maintained by the installation.
- f. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph d. of this provision, excluding postmarks of the Canadian Postal Service. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- g. Notwithstanding paragraph a. of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

- h.** Offers may be withdrawn by written notice or telegram (including mailgram) received at any time before award. Offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in Section **B.5 Facsimile Submissions (JUN 95)**. Offers may be withdrawn in person by an Offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the offer before award.

B.5 Facsimile Submissions (JUN 95)

Facsimile offers and modifications will be accepted any time prior to the exact time set for receipt of offers. Facsimile withdrawals will be accepted any time before award. Offerors must use the facsimile number: (703) 767-5541.

- a.** Definition: "Facsimile submission," as used in this Solicitation, means an offer, modification of an offer, or withdrawal of an offer that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- b.** Facsimile offers or modifications that fail to furnish required representations or information, that contain garbled information, or are otherwise incomplete, may be excluded from consideration.
- c.** Facsimile submissions must contain the required signatures.
- d.** The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful Offeror agrees to promptly submit the complete original signed submission.
- e.** 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 transmission.
 - (2) Availability or condition of the receiving facsimile equipment.
 - (3) Incompatibility between the sending and receiving equipment.
 - (4) Delay in transmission or receipt of transmission.
 - (5) Failure of the Offeror to properly identify the submission.
 - (6) Illegibility of data.
 - (7) Security of data.

B.6 Consideration of Offers (JUN 95)

- a. The Government reserves the right to --
 - (1) Reject any or all offers;
 - (2) Waive any informalities and minor irregularities in an offer; and
 - (3) Unless otherwise specified by the Offeror --
 - (i) Award a quantity less than the quantity offered at the unit price offered;
 - (ii) Accept any one item or group of items in an offer, as may be in the best interest of the Government.
 - (4) Award quantities in excess of the quantity offered, up to the total quantity remaining in the Annual Materials Plan (AMP).
- b. Offerors may submit multiple offers for multiple quantities at various unit prices and may specify a maximum quantity.
- c. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best price.
- d. Any offer submitted which is priced at a discount **must be supported by specific pricing documentation that accounts for the discount, e.g., processing costs. Failure to submit the documentation may result in the offer being ineligible for award. All pricing data will be treated as proprietary and will not be released by the Government.**

B.7 Evaluation of Offers (JUN 95)

- a. **General** - Offers will be evaluated on the basis of price. Other areas of consideration include, but are not limited to the following:
 - (1) Payment terms.
 - (2) Quantity.
 - (3) Removal schedules.
 - (4) Any other terms and conditions deemed favorable to the Government.
- b. For purposes of evaluating offers, it is estimated that \$1,000 is the administrative cost to the Government of issuing and administering each contract awarded under this Solicitation. Individual awards shall be for the item(s) or combinations of line items that result in the highest aggregate return to the Government after consideration of the assumed administrative costs.
- c. **"All or none" offers will not be accepted.**

B.8 Negotiation Procedures (JUN 95)

If the Government determines that holding discussions is in its best interest, the procedure shall be as follows:

1. Negotiation Appointments - Offerors within the competitive range will be contacted to schedule the day and time discussions will commence. Offers determined to be in the competitive range are defined as those with a reasonable chance of being selected for award. Offers not included in the competitive range will not be eligible for award. Unless Section **I.8 Authorized Negotiators (JUN 95)** has been completed, negotiations will only be conducted with the company official who signed Section **I.1 Sale of Government Property Negotiated Sales Contract (JAN 95)**.
2. Since only one discussion session is contemplated Offerors should:
 - (i) Arrange to have appropriate support personnel present during discussions, i.e., Purchasing, Marketing, etc.;
 - (ii) Be prepared to justify the derivation of prices offered through supporting documentation;
 - (iii) Be prepared to discuss counter offers; and
 - (iv) Be prepared to discuss terms, removal period, etc., contained in initial offer. **The Government will not disclose any information revealed by Offerors during discussions.**
3. At the conclusion of discussions all Offerors will be asked for their Best and Final Offer (BAFO). The request will be confirmed in writing by the Government and will state that:
 - (i) Discussions have been concluded;
 - (ii) BAFOs must be submitted in writing by a stated time on a stated date; and
 - (iii) BAFOs are subject to Section **B.4 Late Submissions, Modifications, and Withdrawals of Offers (JUN 95)**.
4. Generally, only one BAFO will be requested. In its BAFO an Offeror may:
 - (i) Leave initial offer unchanged;
 - (ii) Change one or more elements; i.e., price, quantity, etc.; or
 - (iii) Withdraw initial offer.
5. The Government will evaluate BAFOs and make award(s) that are in the best interest of the Government. Unsuccessful Offerors will be contacted and advised of the basis for non-award.

B.9 Responsibility Determination (JUN 95)

No award shall be made unless the Contracting Officer makes an affirmative determination of responsibility. To be determined responsible, an Offeror shall, at a minimum, have adequate financial resources, a satisfactory performance record, and a satisfactory record of integrity and ethics. For example, an Offeror may be determined to be non-responsible and therefore ineligible for award if there is a record of poor payment (e.g., checks returned for insufficient funds) or poor performance (e.g., failure to pay for or remove material on time).

B.10 Contract Award (JUN 95)

A written award or acceptance of an offer furnished to a successful Offeror within the time specified for acceptance shall result in a binding contract incorporating all the terms and conditions of this Solicitation unless otherwise stated in the executed Section **I.1 Sale of Government Property Negotiated Sales Contract (JAN 95)**.

SECTION C - INSPECTION (JAN 95)

No inspection or sampling of the material will be permitted.

SECTION D - PAYMENT

D.1 Payment (OCT 96)

- a. Payment shall be made in U.S. dollars.
- b. Payment shall be made by wire transfer, VISA, Mastercard or Discover, U.S. Postal Service money order, or company or bank check. All checks must be drawn on a U.S. domestic bank or on the United States branch of an acceptable foreign bank and must be payable in United States currency. **A service charge of \$100.00 will be applied to all returned checks. Wire transfer payments shall be made in accordance with instructions in Section J.5.**
- c. Payment shall be made to the **Defense Finance and Accounting Service - Columbus (DFAS-Columbus)**. If check payment is not made payable to DFAS-Columbus, the check will be returned and the \$100.00 fee stated in D.1.b will be charged. Payment shall be accompanied by identifying information including the contract number, invoice number, and a description of the material purchased. Payments shall be sent to:

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

- d. If payment is by wire transfer and the wrong account number is used release of shipment of material may be delayed up to one week or wire transfer may be returned to sender.
- e. Invoices issued for material adjustments, for variations in quantity or weight, storage charges, or interest shall be paid promptly.
- f. If payment is not made in full within 30 calendar days of issuance of an invoice, the Government will issue a "demand" letter, demanding payment of the outstanding amount. If all monies due are not paid within 30 calendar days after the date of the Government's demand letter, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be released until all delinquent charges are paid. (See Sections **F.1.a.** and **G.13.**)

D.2 Payment Due Date (APR 96)

- a. Payment shall be made before release of material and before the removal date specified in the executed Section **I.1 Sale of Government Property Negotiated Sales Contract (JAN 95)**. If payment is not received by 11:00 a.m., local time, on the payment due date, payment will not be credited until the next Government business day. Interest and storage charges will accrue accordingly.
- b. In the event the payment due date falls on a Saturday, Sunday, or holiday, then the payment due date will be extended to the next Government business day.

D.3 Interest (APR 96)

- a.** All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph **b.**, below.
- b.** Amounts shall be due at the earliest of the following dates:
 - (1) The final day of the removal period specified in Section **I.1 Sale of Government Property Negotiated Sales Contract (JAN 95)**; or
 - (2) The date of the first written demand for payment under the contract.

SECTION E - REMOVAL

E.1 Removal of Material (APR 96)

- a. Removal period shall be 30 days from contract award date.
- b. If the Contractor fails to remove the material on or before the last day of the contract removal period, the full amount remaining on the contract shall be due. No material will be released until full payment has been made.
- c. The contract removal period includes Saturdays, Sundays, and holidays. If the last day of the removal period is a Saturday, Sunday, or holiday, or the storage location is otherwise closed that day, the period of contract performance will be extended to the next Government workday.

E.2 Storage Charges (JAN 95)

- a. Storage charges shall be assessed on all material remaining after the last day of the removal period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default.
- b. The storage charge is the greater of the following: (1) \$0.03 per pound (if a fraction of a pound remains, the charge will be for a full pound) per 30 day period regardless of whether the material remains in storage a period of 30 days or less than 30 days; or (2) commercial storage charges, if applicable.
- c. Storage charges will be invoiced quarterly. Payment shall be made promptly.
- d. Payment of storage charges shall not relieve the Contractor of its obligation to remove the material in a timely manner. Acceptance of storage payments by the Government is not a waiver of the Government's right to default the Contractor for failure to remove the material. (See Section **G.1, Default.**)

SECTION F - SHIPPING

F.1 Request for Shipment (NOV 96)

- a. Delivery of Tantalum Oxide shall be by F.O.B. carrier's conveyance. At least **10 working days** prior to the date shipment is required to commence, the Contractor shall furnish to the designated depot commercial bills of lading. Simultaneously the Contractor shall complete and fax the form in Section **J.3 Shipping Instructions** to the Contracting Officer. The Government will only accept shipping instructions from those individuals designated in Section **I.9** as being authorized to release material on behalf of the Contractor. **No material will be released until all outstanding delinquent charges and payments have been satisfied.**
- b. Shipping instructions shall include the following:
 - (1) Quantity of material to be released.
 - (2) Designation of type and kind of conveyance.
 - (3) Name of the carrier and name of an individual who will serve as a contact for
 - (4) the carrier (please include a telephone number where this contact can be reached).
 - (5) "Ship to" location.
 - (6) Minimum load per conveyance (optional).
 - (7) Desired shipping schedule.
 - (8) Name and telephone number of an agent who can furnish additional shipping
 - (9) information, if needed.
 - (10) Any additional pertinent information.
- c. The shipping schedule shall allow sufficient time for the Government to reasonably meet such schedule prior to the last day of the contract removal period commensurate with existing loading facilities and other commitments at the Government's storage location. Information regarding Government commitments may be obtained from the address specified in Section **J.2**.
- d. Outloading is to be accomplished by truck. The Government will provide lumber and nails from available depot stock, if requested by the Contractor's designee/driver. The Contractor's designee shall perform any necessary procedure(s) to ensure the cargo is safely secured prior to leaving the depot. The Government will **not** block, chock, brace, lash, band, or in any manner secure the cargo on the Contractor's conveyance(s). The Government will load the conveyance according to the designee's instructions. 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 safety, health, and environmental requirements.
- f. Requests for release shall be for an entire lot. Shipping instructions and information requested in paragraph **b.** above shall be furnished to the following address:

ATTN: DNSC- C
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 4616 (Mail) or Suite 4528 (Hand Delivered)
Fort Belvoir, VA 22060-6223
Facsimile Number: (703) 767-5504

- g. Outloading will be performed to the extent that loading facilities and other commitments will permit. Outloading will not be performed on holidays. The Government reserves the right to schedule and coordinate the outloading and determine the order in which material is outloaded.
- h. The Contractor shall pay \$100 per day per Government employee present if the Contractor's conveyance fails to report to an unstaffed storage location as scheduled. See Section **J.2 Storage Location**, for identification of unstaffed locations.

F.2 Insurance Requirements (APR 95)

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

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

F.3 Weighing

- a. No outweighing of material will be performed by the Government. The Government's weights of record will govern and shall be used for payment purposes. The Contractor may elect to have a representative present to witness the outloading.
- b. Weight certificates shall be supplied by the Government and shall be final for payment purposes.

F.4 Assumption of Risk and Disclaimer of Liability (JAN 95)

The Contractor, its assigns or agents, assumes full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this material. The Government assumes no liability for any damages to the property of the Contractor or any other person or property, or for any personal injury, illness, disability or death to the Contractor, Contractor's employees or any other person subject to the Contractor's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance. This limitation on liability shall not be construed to limit the rights and obligations of the parties pursuant to Section **G.7 Limitation on Government's Liability (JAN 95)**.

F.5 Adjustment for Variation in Shipping Quantity or Weight (JAN 95)

The Government reserves the right to vary the quantity or weight delivered by 5% from the quantity or weight listed in the Solicitation and the Contractor agrees to accept delivery of any quantity or weight within these limits. The contract price will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity or weight actually delivered.

F.6 Environmental Protection (JUN 95)

a. Transportation Requirements

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

b. Material Safety Data Sheets

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

c. Use and Disposition

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

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Default (JAN 95)

- a. (1) The Government may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -
 - (i) Make payment and remove the material within the time specified in this contract or any extension;
 - (ii) Remove the material within the time specified in this contract irrespective of whether or not payment has been made;
 - (iii) Make progress, so as to endanger performance of this contract; or
 - (iv) Perform any of the other provisions of this contract.
- (2) The Government's right to terminate this contract under (1)(i) through (1)(iv) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure. If at any time prior to the expiration of this contract, the Contractor makes it clear either by words, actions or circumstances, that the Contractor is unwilling or unable to perform under this contract, the Government shall not be required to furnish the Contractor notice specifying a failure under this contract, prior to exercising its right to terminate this contract for default and seek damages.
- (3) Upon the Contractor's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Contractor shall lose all right, title and interest which it might otherwise have acquired in and to the material as to which a default has occurred.
- b. If the Government terminates the contract, the Contractor shall be held liable for damages as described below. However, in no event will damages exceed the original contract price.
- c. If the Government terminates the contract for default, it may subsequently resell the material for the Contractor's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Contractor the difference between the contract price and the price obtained on resale as actual damages. In no event will the Contractor be refunded any money if the Government obtains a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not succeed in reselling the material within 12 months, the Contractor may be held liable for the full contract price.
- d. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

G.2 Disputes (JAN 95)

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act).
- b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the

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

- d.** (1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) For Contractor claims exceeding \$100,000, the Contractor shall submit with the claim a certification that-
- (i) The claim is made in good faith;
 - (ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and
 - (iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.
- (3) (i) If the Contractor is an individual, the certification shall be executed by that individual.
- (ii) If the Contractor is not an individual, the certification shall be executed by -
- (A) A senior company official in charge at the Contractor's plant or location involved; or
 - (B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- e.** For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- f.** The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- g.** At the time a claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternative dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph **d.(2)** of this clause, and executed in accordance with paragraph **d.(3)** of this clause.
- h.** The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the

rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

- i. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

G.3 Termination for Convenience of the Government (OCT 96)

- 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 the 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 bonafide 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.4 Protests (OCT 96)

a. Protest Before Award

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

b. Protest After Award

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

c. Service of Protest

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

ATTN: DNSC-C
Director, Directorate of Stockpile Contracts
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 4616 (Mail) or Suite 4528 (Hand Delivered)
Fort Belvoir, VA 22060-6223

d. Receipt of Protest

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

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

G.5 Effective Period (JAN 95)

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

G.6 Excusable Delays (MAY 95)

- a.** In the event either party should be prevented from performing under this contract by reason of any unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, sovereign acts of the United States, acts of a foreign Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, performance under the contract shall be suspended in whole or in part until such cause ceases to exist and thereafter the time for fulfillment of the contract shall be extended by the length of time during which such cause prevented performance under the contract.
- b.** This section shall also apply to an excusable delay condition that prevents delivery at a consignee's plant if -
 - (1) the delay meets the criteria in paragraph **a.** above; and
 - (2) the identity of the consignee is known to the Government prior to commencement of the excusable delay condition.
- c.** The Contractor shall notify the Contracting Officer, in writing, of the nature and extent of the excusable delay condition promptly after the commencement thereof, but in any event prior to outloading of the material from the storage location from which it is to be shipped. The Contractor shall notify the Contracting Officer, in writing, within ten (10) calendar days when the excusable delay condition ceases to exist.

G.7 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.8 Indemnification Agreement (JUN 96)

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

G.9 Amendments and Modifications (JAN 95)

- a. Changes in terms and conditions of this Solicitation 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.10 Officials Not to Benefit (JAN 95)

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or benefit from any resultant contract. However, this clause does not apply to a corporation for the corporation's general benefit.

G.11 Title (JAN 95)

Title to the material shall pass to the Contractor after payment is received.

G.12 Risk of Loss (JAN 95)

- a. Prior to passage of title to the Contractor, the Government will be responsible for the care and protection of the material, and any loss, damage, or destruction occurring during such period will be adjusted by the Contracting Officer.
- b. After passage of title, and prior to the date specified for removal, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.
- c. After passage of title and after the date specified for removal of the material, or any extension approved in writing by the Contracting Officer, all risk of loss, damage, or destruction from any cause whatsoever, shall be borne by the Contractor.

G.13 Setoff of Funds (APR 96)

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

G.14 Covenant Against Contingent Fees (JAN 95)

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

SECTION H - DEFINITIONS (JUN 95)

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

- a. The term "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- b. The term "small business concern" for the purpose of this Solicitation, is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is offering on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.
- c. The terms "Offeror", "Purchaser", or "Contractor" may be used interchangeably.

SECTION I - SUBMITTALS

COMPLETE AND RETURN THE FOLLOWING WITH YOUR OFFER:

- I.1 Sale of Government Property Negotiated Sales Contract (JAN 95)**
- I.2 Item Offer Page - DLA-TANTALUM OXIDE-001 (JAN 97)**
- I.3 Certificate of Independent Price Determination (MAY 95)**
- I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JUN 95)**
- I.5 Type of Business Organization (APR 96)**
- I.6 Small Business Concern Certification (JAN 95)**
- I.7 Clean Air and Water Certification (JUN 95)**
- I.8 Authorized Negotiators (JUN 95)**
- I.9 Persons Authorized to Release Material (JUL 95)**
- I.10 Offeror's Billing Address (JUL 96)**

I.1 Sale of Government Property Negotiated Sales Contract (JUL 97)

| SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT | | CONTRACT NUMBER | | PAGE | |
|---|--|--------------------------------------|--|-------------------|---------------|
| | | | | 1 of Pages | |
| <p>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 below identified. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of DLA-TANTALUM OXIDE-001. In the event of a conflict between the terms of the Solicitation and the Negotiated Sales Contract, the terms of the Negotiated Sales Contract shall govern</p> | | | | | |
| <i>ITEM</i> | <i>PROPERTY DESCRIPTION AND LOCATION</i> | <i>QUANTITY (No. of Unit(s))</i> | <i>UNIT</i> | <i>UNIT PRICE</i> | <i>AMOUNT</i> |
| | TANTALUM OXIDE | | | | |
| <p>CONTRACT PERIOD EXPIRES ON:</p> | | | | | |
| EXECUTION BY CONTRACTOR | | | EXECUTION BY GOVERNMENT | | |
| <i>DATE (Day, Month, Year)</i> | | | <i>UNITED STATES OF AMERICA</i> | | <i>DATE:</i> |
| <i>NAME OF CONTRACTOR</i> | | | <i>BY:</i> | | |
| <i>ADDRESS (Street, City, State & Zip Code) (Type or Print)</i> | | | <i>NAME AND TITLE OF CONTRACTING OFFICER</i> | | |
| <p>Telephone Number: _____ Facsimile Number: _____</p> | | | _____ | | |
| <i>SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under signature)</i> | | | <p style="text-align: center;">Contracting Officer _____ (Agency)</p> | | |

| ITEM NO. | STORAGE LOCATION | LOT NO. | NO. OF DRUMS | QUANTITY | QUANTITY OFFERED | UNIT PRICE | TOTAL PRICE |
|----------|------------------|---------|--------------|-------------------------------|------------------|------------|-------------|
| | | | | Tantalum Oxide BULK WT. (lbs) | | | |
| 1 | New Haven, IN | 1 | 82 | 25,010 | _____ | \$ _____ | \$ _____ |
| 2 | New Haven, IN | 2 | 82 | 25,010 | _____ | \$ _____ | \$ _____ |
| 3 | New Haven, IN | 3 | 82 | 25,010 | _____ | \$ _____ | \$ _____ |
| 4 | New Haven, IN | 4 | 82 | 25,010 | _____ | \$ _____ | \$ _____ |
| 5 | Somerville, NJ | 5 | 82 | 25,010 | _____ | \$ _____ | \$ _____ |
| 6 | Somerville, NJ | 6 | 82 | 25,010 | _____ | \$ _____ | \$ _____ |
| 7 | Somerville, NJ | 7 | 82 | 25,010 | _____ | \$ _____ | \$ _____ |
| 8 | Somerville, NJ | 8 | 82 | 25,010 | _____ | \$ _____ | \$ _____ |

OFFERS SHALL BE FOR ONLY ONE OF THE ITEMS / LOTS OFFERED AS SHOWN ABOVE. MAXIMUM AND MINIMUM OFFER QUANTITY - ONE ITEM.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

NAME AND TITLE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

I.3 Certificate of Independent Price Determination (MAY 95)

- a. The Offeror certifies that -
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- b. Each signature on the offer is considered to be a certification by the signatory that the signatory -
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs a.(1) through a.(3), above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs a.(1) through a.(3), above

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

- (ii) As an authorized agent, does certify that the principals named in subdivision b.(2)(i), above, have not participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3), above.
- c. If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUN 95)

- 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, or receiving stolen property; and
- (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision **a. (1)(i)(B)** of this provision.
- (D) Are are not presently indicted for or otherwise criminally or civilly charged by a Federal, state or local entity with violation of any environmental laws;
- (E) Have have not within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for violation of a Federal, state or local environmental statute or regulation.
- (ii) The 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) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (3) If the Offeror answers affirmatively to **(a)(1)(i)(D)** or **(E)**, above, the Offeror shall include in its offer an explanation of the circumstances, including the outcome.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- b.** The 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 a 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 the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this Solicitation for default.

I.5 Type of Business Organization (APR 96)

The Offeror 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 offeror 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 offeror 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 offeror is owned or controlled by another, state the relationship (e.g., wholly owned subsidiary, etc.): _____
- (e) The offeror agrees to provide additional information relating to the above representations if requested to do so by the Contracting Officer.

I.6 Small Business Concern Certification (JAN 95)

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

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

- a. The Offeror certifies that it is is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities and that it will not knowingly resell this material to any company that is on the EPA List; and
- b. The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from EPA indicating that any facility at which the Offeror plans to use material purchased under this solicitation is under consideration to be listed on the EPA List of Violating Facilities.

I.8 Authorized Negotiators (JUN 95)

The Offeror represents that the following individuals are authorized to negotiate on its behalf.

Name

Title Telephone

Name

Title Telephone

I.9 Persons Authorized to Release Material (JUL 95)

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

Typed Name Title

Signature Telephone

Typed Name Title

Signature Telephone

I.10 Offeror's Billing Address

The Offeror shall provide its billing address and billing facsimile number below, if different from the address in Section **I.1 Sale of Government Property Negotiated Sales Contract**.

SECTION J - LIST OF ATTACHMENTS

J.1 Tantalum Oxide Analyses

J.2 Storage Locations (JAN 97)

J.3 Shipping Instructions (JAN 95)

J.4 Material Safety Data Sheet

J.5 Fedwire Procedures (MAR 96)

| J.1 TANTALUM OXIDE ANALYSIS | | | | | |
|-----------------------------|------------------|---------|------------------------------|--------------|--------------------|
| Item No. | Storage Location | Lot No. | Supplier/Origin | No. Of Drums | Bulk Weight (Lbs.) |
| 1 | New Haven, IN | 1 | O'Dell Construction/Domestic | 82 | 25,010 |
| 2 | New Haven, IN | 2 | O'Dell Construction/Domestic | 82 | 25,010 |
| 3 | New Haven, IN | 3 | O'Dell Construction/Domestic | 82 | 25,010 |
| 4 | New Haven, IN | 4 | O'Dell Construction/Domestic | 82 | 25,010 |
| 5 | Somerville, NJ | 5 | O'Dell Construction/Domestic | 82 | 25,010 |
| 6 | Somerville, NJ | 6 | O'Dell Construction/Domestic | 82 | 25,010 |
| 7 | Somerville, NJ | 7 | O'Dell Construction/Domestic | 82 | 25,010 |
| 8 | Somerville, NJ | 8 | O'Dell Construction/Domestic | 82 | 25,010 |

J.2 STORAGE LOCATIONS AND RESPONSIBLE OFFICES

| <u>SITE</u> | <u>OUTLOADING HOURS</u> | | <u>RESPONSIBLE OFFICE</u> |
|-------------|-------------------------|---------------|---------------------------|
| | <u>Mon-Thurs</u> | <u>Friday</u> | |
| SOMERVILLE | 0700-1500 | 0800-1500 | EAST |
| NEW HAVEN | 0715-1515 | 0815-1515 | WEST |

RESPONSIBLE MANAGEMENT OFFICES**Operations and Logistics Division - East Team**

Point of Contact: Mr. Vincent Cangro
 Defense Logistics Agency
 Defense National Stockpile Center, DNSC-MOE
 8725 John J. Kingman Road, Suite 4616
 Fort Belvoir, Virginia 22060-6223
 Telephone #: (703) 767-7610
 FAX #: (703) 767-7613

Operations and Logistics Division - West Team

Point of Contact: Mr. Dennis M. Lynch
 Defense Logistics Agency
 Defense National Stockpile Center, DNSC-MOW
 8725 John J. Kingman Road, Suite 4616
 Fort Belvoir, Virginia 22060-6223
 Telephone #: (703) 767-7615
 FAX #: (703) 767-7613

Shipping Request Number: _____

J.3 SHIPPING INSTRUCTIONS

1. a. Contractor: _____

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

2. a. DNSC Contract No.: SP0833-01-S- _____ b. Commodity: Tantalum Oxide

3. Item/Pile: _____

4. Depot: _____

5. a. Quantity: _____

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

6. Shipping Method: _____

7. a. Carrier Name: _____

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

8. Date Shipment Desired: _____

9. Ship To: _____

10. Minimum Load: _____

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

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

13. Copy of Payment Attached: Yes No

14. Remarks: _____

15. Contractor's Signature: _____

Date

Telephone

16. Shipment Approved and Authorized: _____

Contracting Officer

Date

J.4 Material Safety Data Sheet

SECTION 1 CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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

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

SUBSTANCE: TANTALUM PENTOXIDE

TRADE NAMES/SYNONYMS:

TANTALUM OXIDE; TANTALIC ACID ANHYDRIDE; TANTALUM PENTA OXIDE; TANTALUM (V)
OXIDE; TANTALUM PENTOXIDE ELECTRONIC GRADE (SHIELDALLOY CORPORATION); O5TA2;
DLA22450; RTECS WW5855000

CHEMICAL FAMILY: metal oxides

CREATION DATE: Jul 01 1992
REVISION DATE: Mar 21 2000

SECTION 2 COMPOSITION, INFORMATION ON INGREDIENTS

COMPONENT: TANTALUM PENTOXIDE
CAS NUMBER: 1314-61-0
EC NUMBER (EINECS): 215-238-2
PERCENTAGE: 100.0

SECTION 3 HAZARDS IDENTIFICATION

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

EC CLASSIFICATION (CALCULATED): Not determined.

EMERGENCY OVERVIEW:

PHYSICAL DESCRIPTION: Odorless, white to yellow microcrystalline, infusible powder, lumps or pieces.

MAJOR HEALTH HAZARDS: No significant target effects reported.

POTENTIAL HEALTH EFFECTS:

INHALATION:

SHORT TERM EXPOSURE: no information on significant adverse effects

LONG TERM EXPOSURE: no information on significant adverse effects

SKIN CONTACT:

SHORT TERM EXPOSURE: no information on significant adverse effects

LONG TERM EXPOSURE: no information is available

EYE CONTACT:

SHORT TERM EXPOSURE: mild irritation

LONG TERM EXPOSURE: no information is available

INGESTION:

SHORT TERM EXPOSURE: no information on significant adverse effects

LONG TERM EXPOSURE: no information is available

CARCINOGEN STATUS:

OSHA: N

NTP: N

IARC: N

SECTION 4 FIRST AID MEASURES

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

SKIN CONTACT: It is unlikely that emergency treatment will be required. If adverse effects occur, wash with soap or mild detergent and large amounts of water. Get medical attention, if needed.

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

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

SECTION 5 FIRE FIGHTING MEASURES

FIRE AND EXPLOSION HAZARDS: Negligible fire hazard.

EXTINGUISHING MEDIA: Use extinguishing agents appropriate for surrounding fire.

FIRE FIGHTING: Move container from fire area if it can be done without risk. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

SECTION 6 ACCIDENTAL RELEASE MEASURES

OCCUPATIONAL RELEASE:

Large spills: Collect spilled material in appropriate container for disposal. Avoid generating dust. Clean up residue with a high-efficiency particulate filter vacuum.

SECTION 7 HANDLING AND STORAGE

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

SECTION 8 EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS:

TANTALUM PENTOXIDE:

TANTALUM METAL AND OXIDE DUSTS (as Ta):

- 5 mg/m³ OSHA TWA
- 5 mg/m³ ACGIH TWA
- 5 mg/m³ NIOSH recommended TWA 10 hour(s)
- 10 mg/m³ NIOSH recommended STEL
- 4 mg/m³ DFG MAK (inhalable dust fraction)
- 1.5 mg/m³ DFG MAK (respirable dust fraction)
- 5 mg/m³ UK OES TWA (metal)
- 10 mg/m³ UK OES STEL (metal)

MEASUREMENT METHOD: Particulate filter; Gravimetric; NIOSH III # 0500, Nuisance Dust (total)

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

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

CLOTHING: Protective clothing is not required.

GLOVES: Protective gloves are not required, but recommended.

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

Measurement Element:

Tantalum (Ta)

25 mg/m³

Any dust and mist respirator.

50 mg/m³

Any dust and mist respirator.

Any dust, mist, and fume respirator.

Any supplied-air respirator.

125 mg/m³

Any supplied-air respirator.

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

250 mg/m³

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

Any supplied-air respirator with a full facepiece.

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

Any self-contained breathing apparatus with a full facepiece.

Any supplied-air respirator with a full facepiece.
2500 mg/m³

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

Escape -

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

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

For Unknown Concentrations or Immediately Dangerous to Life or Health -

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

Any self-contained breathing apparatus with a full facepiece.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL DESCRIPTION: Odorless, white to yellow microcrystalline, infusible powder, lumps or pieces.

MOLECULAR WEIGHT: 441.89

MOLECULAR FORMULA: TA₂O₅

BOILING POINT: Not applicable

MELTING POINT: 3384-3420 F (1862-1882 C)

VAPOR PRESSURE: Not applicable

VAPOR DENSITY: Not applicable

SPECIFIC GRAVITY (water=1): 8.2

WATER SOLUBILITY: insoluble

PH: Not applicable

VOLATILITY: Not applicable

ODOR THRESHOLD: Not available

EVAPORATION RATE: Not applicable

COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available

SOLVENT SOLUBILITY:

Soluble: hydrofluoric acid

Insoluble: alcohol, mineral acids

SECTION 10 STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: Avoid generating dust.

INCOMPATIBILITIES: halogens, metals

TANTALUM PENTOXIDE:

BROMINE TRIFLUORIDE: React vigorously.

CHLORINE TRIFLUORIDE: Reacts violently, producing flame.

LITHIUM: Reaction occurs around 410 C with consequent temperature rise to 595

C.

HAZARDOUS DECOMPOSITION:

Thermal decomposition products: miscellaneous decomposition products

POLYMERIZATION: Will not polymerize.

SECTION 11 TOXICOLOGICAL INFORMATION

TANTALUM PENTOXIDE:

TOXICITY DATA:

8 gm/kg oral-rat LD50; >5 gm/kg intraperitoneal-rat LD; >4 gm/kg oral-mouse LD50

ACUTE TOXICITY LEVEL:

Slightly Toxic: ingestion

HEALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE:

TANTALUM PENTOXIDE: Tantalum dust has a low order of toxicity and is relatively inert. It has produced transient inflammatory lesions in the lungs of animals after severe exposure.

CHRONIC EXPOSURE:

TANTALUM PENTOXIDE: Repeated or prolonged exposure of tantalum dust may cause bronchitis.

SKIN CONTACT:

ACUTE EXPOSURE:

TANTALUM PENTOXIDE: Some tantalum compounds have been suspected of causing skin irritation.

CHRONIC EXPOSURE:

TANTALUM PENTOXIDE: No data available.

EYE CONTACT:

ACUTE EXPOSURE:

TANTALUM PENTOXIDE: May cause slight irritation but not known to be an irritant.

CHRONIC EXPOSURE:

TANTALUM PENTOXIDE: No data available.

INGESTION:

ACUTE EXPOSURE:

TANTALUM PENTOXIDE: The lethal dose reported in rats is 4500 mg/kg.

CHRONIC EXPOSURE:

TANTALUM PENTOXIDE: No data available.

SECTION 12 ECOLOGICAL INFORMATION

Not available

SECTION 13 DISPOSAL CONSIDERATIONS

Dispose in accordance with all applicable regulations.

SECTION 14 TRANSPORT INFORMATION

No classification assigned.

LAND TRANSPORT ADR/RID: No classification assigned.

AIR TRANSPORT IATA/ICAO: No classification assigned.

MARITIME TRANSPORT IMDG: No classification assigned.

SECTION 15 REGULATORY INFORMATION

U.S. REGULATIONS:

TSCA INVENTORY STATUS: Y

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

CERCLA SECTION 103 (40CFR302.4): N

SARA SECTION 302 (40CFR355.30): N

SARA SECTION 304 (40CFR355.40): N

SARA SECTION 313 (40CFR372.65): N

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

ACUTE: N

CHRONIC: N

FIRE: N

REACTIVE: N

SUDDEN RELEASE: N

OSHA PROCESS SAFETY (29CFR1910.119): N

STATE REGULATIONS:

California Proposition 65: N

EUROPEAN REGULATIONS:

EC NUMBER (EINECS): 215-238-2

SECTION 16 OTHER INFORMATION

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J.5 FEDWIRE PROCEDURES

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

PROCEDURES FOR DEPOSIT SLIP(S) FOR FEDWIRE:

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

1. Treasury Dept. Code – Routing No. to the Treasury
MUST BE ON SLIP “021030004”.
2. Amount of funds to be transferred.
3. Treasury Department Name – **This item is critical** –
MUST APPEAR EXACTLY AS SHOWN BELOW
TREAS NYC/(CTR/BNF=/AC-00006355)
4. Third Party Information – Purchaser's Name,
Commodity, and Contract Number.