



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

IN REPLY
REFER TO **DNOSC-C1**

January 16, 2004

**AMENDMENT NUMBER 010
DLA-FERROCHROMIUM-004
BASIC ORDERING AGREEMENT FOR FERROCHROMIUM**

The above referenced BOA DLA-FERROCHROMIUM-004, issued April 26, 2002, is hereby amended to revise the following Sections: C – QUOTES; D – PAYMENT; I – SUBMITTALS; and J – LIST OF ATTACHMENTS.

1. Amendment Numbers 001, 002, 003, 004, 005, 006, 007, and 009 are deleted.
2. Section **C.1 Submission of Quotes (JUN 99)**, as amended under Amendment No. 006 to the Basic Ordering Agreement, is hereby deleted in its entirety and replaced by the following:

C.1 Submission of Quotes (JUL 03)

- a. The Government will post any material being offered for sale on its website, <https://www.dnosc.dla.mil>, on Tuesday by 11:30 a.m., local time, Ft. Belvoir, VA.
- b. All pre-qualified Quoters are invited to quote.
- c. Facsimile quotes and modifications shall be submitted in accordance with Section **C.6 Facsimile Submissions (JUN 99)**. Online quotes and modifications shall be submitted in accordance with Section **C.13 Online Submissions (JUL 03)**.
- 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: FERROCHROMIUM CONTRACT SPECIALIST.
- e. For facsimile submissions, Section **I.1 Quote/Award Form** shall include the date of the Request for Quote and shall contain the following additional information:
 - (1) Item;
 - (2) Commodity;
 - (3) Quantity;
 - (4) Unit price (see Section C.3, Offer Price);
 - (5) Company name;
 - (6) Title and signature of authorized Contractor's representative; and
 - (7) Initials signifying compliance with I.3 and I.4.
- f. Quoters seeking to alter the provisions of the BOA or other terms previously agreed upon shall be considered nonresponsive and ineligible for award.
- g. Online quotes and modifications shall be submitted in accordance with the procedures provided in Section **C.13 Online Submissions (JUL 03)**.

- h. Quotes must be received by 11:30 a.m., local time, Ft. Belvoir, VA, the day following the Offering (Wednesday) and shall remain valid for two business days after the time set for receipt of quotes.
- i. If a quote is accepted by the Government within two business days after the time set for receipt of quotes, the Quoter agrees to purchase any or all material quoted on at the price quoted and to take delivery within the removal period specified in the executed Section **I.1 Quote/Award Form**.

3. Section **C.2 Website Information (JAN 02)**, paragraphs b. and c. The names listed in these paragraphs are deleted in their entirety and replaced with the following:

Patricia Hill	(703) 767-6031
Jennifer Iribarren	(703) 767-5487
DNSC Contracting	(703) 767-6500

4. Section **C.5 Late Submissions, and Modifications of Quotes (JUN 99)**, paragraph c. Delete this paragraph in its entirety and replace with the following:

- 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.

5. Section **C.9 Evaluation of Quotes (JUN 99)** of the Basic Ordering Agreement is hereby deleted and replaced with the following:

C.9 Evaluation of Quotes (JUN 99)

- a. Quotes will be evaluated on the basis of prices offered and 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.

6. Add the following clause to the Basic Ordering Agreement as Section **C.13 Online Submissions (JUL 03)**:

C.13 Online Submissions (JUL 03)

- 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 Agreement. In addition, quoters must register on the DNSC website at <https://www.dnsc.dla.mil>. Detailed instructions for registration are provided on the website.
 - (1) To register, quoters must access the DNSC website and click the "Register" button.
 - (2) Quoters will be prompted to complete online the certification clauses identified in Section I.
 - (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, DNSC will activate the login and password, allowing the authorized Quoter to submit quotes online on behalf of a company with an executed Agreement.

(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 DNSC website by clicking on the "Help" button. For further information, quoters may contact the following:

Patricia Hill	(703) 767-6031
Jennifer Iribarren	(703) 767-5487
DNSC Contracting	(703) 767-6500

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

7. Section **D.2 Payment Due Date (JUN 99)** is deleted and replaced with the following:

D.2 Payment Due Date (JUN 02)

a. Payment due dates will be applied as follows:

(i) If payment terms are not extended, payment will be made before shipment of material and before the end of the contract period specified in the executed Section **I.1 Quote/Award Form**.

(ii) If payment terms are approved, the Contractor shall pay the Government the full amount of **each** shipment no later than 30 calendar days after DNSC receives current, accurate, and complete Shipping Instructions. **Notwithstanding any other provision of the Agreement, payment is due with or without issuance of an invoice by the Government. If the Contractor fails to make payment timely, the Contractor will be considered delinquent (see Sections D.1.e., F.1.a., and G.11), and the Government, at its sole discretion, may revoke payment terms.**

b. If payment is not received by 11:00 a.m., local time, on the payment due date, payment will not be credited until the next Government business day. Interest and late fees will accrue accordingly.

c. In the event the payment due date falls on a Saturday, Sunday, or holiday, then the payment due date will be extended to the next Government business day.

8. Section **D.3 Interest (JUN 99)** is deleted and replaced with the following:

D.3 Interest (JUN 02)

a. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph b., below.

- b. Amounts shall be due at the earliest of the following dates:
 - (1) The final day of the contract period specified in Section I.1 Quote/Award Form (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.

- 9. Add the following clause to the Basic Ordering Agreement as Section D.4 Price Adjustments for Low Carbon Ferrochromium (JUN 02):

D.4 Price Adjustments for Low Carbon Ferrochromium (JUN 02)

In event the material is sampled and analyzed by a DNSC approved sampler, the following testing and pricing methodology, using the average of the average low and high published prices for the four weeks prior to the week of the quote for the publication chosen (either **Ryan's Notes** or **Platt's Metals Price Report**) and identified by the Contractor and accepted by the Government, will apply to the material as indicated:

- a. Test for Contained Chromium (Cr) and Carbon (C) only.
- b. Price adjustment will be paid based upon contained Chromium using the market indicator reflective of the C content.
 - (1) If fixed price is based upon Government assays reflecting C as equal to or less than 0.050% and test results reflect a higher C content, then the difference in published prices for 0.05% Low Carbon Ferrochromium and either 0.10% or 0.15% C will be used, as appropriate, for price adjustment.
 - (2) If fixed price is based upon Government assays reflecting C as greater than 0.050% (offered using 0.10%) and test results reflect a C content either less than 0.050% or greater than 0.10%, then the difference in published prices for 0.10% Low Carbon Ferrochromium and either 0.05% or 0.15% will be used for price adjustment.
 - (3) Where C is greater than 0.10% but does not exceed 0.15% and the published price for 0.15% is higher than the published price for 0.10%, the adjustment will be as set forth in paragraph (2), above, plus an additional \$0.01 per pound.
- c. Final price adjustment shall be completed after removal of material under the shipment. Initial billing for each individual shipment shall be based upon the price determined at the time of the initial release.

- 10. Section **I.2 Shopping List (OCT 03)** is deleted in its entirety and replaced with the attached **I.2 Shopping List (JAN 04)**.
- 11. Section **J.1 Analysis of Material (OCT 03)** is deleted in its entirety and replaced with attachment **J.1 Analysis of Material (JAN 04)**.
- 12. Section **J.2 Storage Locations (OCT 03)** is deleted in its entirety and replaced with attachment **J.2 Storage Locations (JAN 04)**.

13. Offerors shall acknowledge receipt of Amendment Number 010 by signing in the space provided below and returning a copy of this Amendment along with their offer to: ATTN: DNSC-XO/Bid Custodian, Defense National Stockpile Center, 8725 John J. Kingman Road, Suite 4616, Fort Belvoir, VA 22060-6223. Facsimile number is (703)767-5541. Failure to acknowledge receipt of this Amendment may result in an Offeror being ineligible for award. Except as provided herein, all other terms and conditions of DLA-FERROCHROMIUM-004 remain unchanged and in full force and effect.

NAME OF FIRM _____

ADDRESS _____

TELEPHONE _____

FACSIMILE _____

COMPLETED BY _____

SIGNATURE _____

TITLE _____

DATE _____

I.2 Shopping List (JAN 04)

Ferrochromium Low Carbon

Item	Location	Pile	Origin	Net Weight (Lbs)	Net Weight (LbsCr)
5	Warren, OH	002	Domestic	475,580.00	328,292.874
9	Ravenna, OH	22A	Domestic	5,822,410.00	3,857,346.625
14	Ravenna, OH	21	Domestic	16,825,725.00	11,919,343.590
15	Ravenna, OH	22	Domestic	52,195,120.00	34,949,852.352

Ferrochromium Low Carbon

Item	Location	I.D. #	Lot	Origin	No. of Drums	Net Weight (Lbs)	Net Weight (LbsCr)
114	Scotia, NY	0197710	D41	Unknown	64	111,607.00	76,930.705
115	Scotia, NY	019794	D42	Unknown	64	111,614.00	77,404.309
116	Scotia, NY	0197710	D44	Unknown	64	111,623.00	78,057.964
117	Scotia, NY	019794	D46	Unknown	64	111,614.00	77,337.341
127	New Haven, IN	0059754	4249	Domestic	64	112,000.00	77,067.200
128	New Haven, IN	0059754	4250	Domestic	64	112,000.00	77,100.800
129	New Haven, IN	0059754	4251	Domestic	64	112,000.00	76,675.200
130	New Haven, IN	0059754	4252	Domestic	64	112,000.00	76,832.000
131	New Haven, IN	0059754	4255	Domestic	64	112,000.00	77,302.400
132	New Haven, IN	0059754	4257	Domestic	64	112,000.00	77,212.800
133	New Haven, IN	0059754	4258	Domestic	64	112,000.00	76,921.600
134	New Haven, IN	0059754	4259	Domestic	64	112,000.00	76,630.400
135	New Haven, IN	0059754	4261	Domestic	64	112,000.00	77,526.400
136	New Haven, IN	0059754	4262	Domestic	64	112,000.00	77,392.000
137	New Haven, IN	0059756	6109	Domestic	64	112,000.00	77,649.600
138	New Haven, IN	0059756	6111	Domestic	64	112,000.00	78,388.800
139	New Haven, IN	0059756	6112	Domestic	64	112,000.00	78,052.800
140	New Haven, IN	0059756	6114	Domestic	64	112,000.00	78,400.000
141	New Haven, IN	0059756	6117	Domestic	64	112,000.00	77,817.600
154	Somerville, NJ	005975	F660	France	29	43,702.00	30,967.237
155	Somerville, NJ	005975	F662	France	16	23,722.00	16,984.952
156	Somerville, NJ	005975	F667	France	18	27,520.00	19,696.064
157	Somerville, NJ	005975	F668	France	18	27,513.00	19,528.727
158	Somerville, NJ	005975	F671	France	27	40,708.00	29,020.733
159	Somerville, NJ	005975	F673	France	18	27,646.00	19,686.717
160	Somerville, NJ	005975	F674	France	33	49,365.00	35,606.975
161	Somerville, NJ	005975	F680	France	19	27,486.00	19,875.127
162	Somerville, NJ	005975	F682	France	16	23,676.00	17,274.010
163	Somerville, NJ	005975	F684	France	30	44,607.00	32,130.422
164	Somerville, NJ	005975	F686	France	27	39,880.00	28,107.424
165	Somerville, NJ	005975	F690	France	24	36,075.00	25,815.270
166	Somerville, NJ	005975	F705	France	35	53,105.00	37,492.130
167	Somerville, NJ	005975	F708	France	70	107,303.00	76,689.454
168	Somerville, NJ	0181810	004A	Germany	74	112,241.00	76,301.432
169	Somerville, NJ	0059750	0A0	France	44	69,271.00	50,533.195
170	Somerville, NJ	0059750	0AK	France	29	45,249.00	32,475.207
171	Somerville, NJ	0059750	0AL	France	59	93,785.00	68,219.209
172	Somerville, NJ	0059750	0AM	France	71	112,893.00	82,457.047
173	Somerville, NJ	0059750	0AN	France	72	113,776.00	83,522.962
174	Somerville, NJ	0059750	0AQ	France	44	70,936.00	51,435.694
175	Somerville, NJ	0059750	0S3	Germany	78	112,289.00	76,648.471

Ferrochromium High Carbon

Item	Location	Pile	Origin	Net Weight (Lbs)	Net Weight (LbsCr)
16	Sharonville, OH	13	DOMESTIC	2,753,230.00	1,790,122.61
17	Sharonville, OH	9	DOMESTIC	37,859,200.00	25,106,707.07
18	Sharonville, OH	11	DOMESTIC	66,616,200.00	43,785,495.94
19	Sharonville, OH	12	DOMESTIC	8,053,560.00	5,301,819.62

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Ferrochromium Low Carbon

Item	Location	Pile	Cr	C	Si	P	S
5	Warren, OH	002	69.03%	0.07%	0.66%	0.02%	0.03%
9	Ravenna, OH	22A	66.25%	0.15%	0.56%	0.018%	0.003%
14	Ravenna, OH	21	70.84%	0.07%	0.49%	0.02%	0.04%
15	Ravenna, OH	22	66.96%	0.07%	0.71%	0.02%	0.02%

Ferrochromium Low Carbon

Item	Location	Lot	Cr	C	Si	P	S
114	Scotia, NY	D41	68.93%	0.087%	0.63%	0.014%	0.002%
115	Scotia, NY	D42	69.35%	0.089%	0.53%	0.016%	0.002%
116	Scotia, NY	D44	69.93%	0.075%	0.34%	0.015%	0.001%
117	Scotia, NY	D46	69.29%	0.083%	0.49%	0.018%	0.001%
127	New Haven, IN	4249	68.81%	0.09%	0.51%	0.01%	0.04%
128	New Haven, IN	4250	68.84%	0.09%	0.43%	0.01%	0.05%
129	New Haven, IN	4251	68.46%	0.09%	0.39%	0.02%	0.03%
130	New Haven, IN	4252	68.60%	0.09%	0.42%	0.02%	0.02%
131	New Haven, IN	4255	69.02%	0.09%	0.47%	0.02%	0.04%
132	New Haven, IN	4257	68.94%	0.09%	0.91%	0.02%	0.03%
133	New Haven, IN	4258	68.68%	0.09%	0.94%	0.02%	0.04%
134	New Haven, IN	4259	68.42%	0.09%	0.81%	0.02%	0.03%
135	New Haven, IN	4261	69.22%	0.09%	0.77%	0.02%	0.03%
136	New Haven, IN	4262	69.10%	0.09%	1.02%	0.02%	0.05%
137	New Haven, IN	6109	69.33%	0.09%	0.90%	0.02%	0.07%
138	New Haven, IN	6111	69.99%	0.09%	0.39%	0.02%	0.06%
139	New Haven, IN	6112	69.69%	0.09%	0.58%	0.03%	0.05%
140	New Haven, IN	6114	70.00%	0.09%	0.48%	0.02%	0.06%
141	New Haven, IN	6117	69.48%	0.09%	0.50%	0.02%	0.07%
154	Somerville, NJ	F660	70.86%	0.05%	0.58%	0.03%	0.01%
155	Somerville, NJ	F662	71.60%	0.04%	0.35%	0.03%	0.01%
156	Somerville, NJ	F667	71.57%	0.03%	0.41%	0.03%	0.01%
157	Somerville, NJ	F668	70.98%	0.03%	0.27%	0.02%	0.01%
158	Somerville, NJ	F671	71.29%	0.05%	0.32%	0.03%	0.01%
159	Somerville, NJ	F673	71.21%	0.03%	0.27%	0.03%	0.01%
160	Somerville, NJ	F674	72.13%	0.04%	0.32%	0.03%	0.01%
161	Somerville, NJ	F680	72.31%	0.03%	0.63%	0.02%	0.01%
162	Somerville, NJ	F682	72.96%	0.03%	0.29%	0.02%	0.01%
163	Somerville, NJ	F684	72.03%	0.03%	0.44%	0.01%	0.01%
164	Somerville, NJ	F686	70.48%	0.05%	0.24%	0.02%	0.01%
165	Somerville, NJ	F690	71.56%	0.05%	0.59%	0.02%	0.01%
166	Somerville, NJ	F705	70.60%	0.05%	0.61%	0.02%	0.01%
167	Somerville, NJ	F708	71.47%	0.03%	0.57%	0.02%	0.01%
168	Somerville, NJ	004A	67.98%	0.05%	0.46%	0.02%	
169	Somerville, NJ	0A0	72.95%	0.05%	0.75%	0.03%	0.01%
170	Somerville, NJ	0AK	71.77%	0.04%	0.58%	0.03%	0.10%
171	Somerville, NJ	0AL	72.74%	0.04%	0.76%	0.04%	0.01%
172	Somerville, NJ	0AM	73.04%	0.05%	0.51%	0.02%	0.02%
173	Somerville, NJ	0AN	73.41%	0.03%	0.44%	0.02%	0.02%
174	Somerville, NJ	0AQ	72.51%	0.05%	0.29%	0.03%	0.01%
175	Somerville, NJ	0S3	68.26%	0.05%	0.59%	0.03%	

J.1 Analysis of Material (JAN 04) Page 2 of 2

Ferrochromium High Carbon

Item	Location	Pile	Cr	C	Si	P	S	SB	MN	AS	PB	SN	ZN	FE
16	Sharonville, OH	13	66.310%	5.71%	1.87%	0.02%	0.04%	0.01%	0.19%	0.002%	0.003%	0.001%	0.002%	23.986%
17	Sharonville, OH	9	66.316%	6.44%	1.63%	0.02%	0.04%	0.01%	0.17%	0.002%	0.002%	0.003%	0.002%	24.837%
18	Sharonville, OH	11	65.728%	6.02%	1.95%	0.02%	0.04%	0.01%	0.18%	0.002%	0.003%	0.002%	0.002%	24.897%
19	Sharonville, OH	12	65.832%	6.53%	1.73%	0.02%	0.03%	0.01%	0.17%	0.002%	0.004%	0.003%	0.002%	24.636%