



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

IN REPLY  
REFER TO **DNSC-C2**

April 12, 2005

Dear Prospective Fluorspar Bidder:

On **Tuesday, May 10, 2005, at 2:30 p.m., local time, Ft. Belvoir, VA**, the Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC), will open and consider bids for the sale of approximately 10,000 short dry tons (SDT) of each type of fluorspar (acid grade and metallurgical grade) under Invitation for Bids DLA-FLUORSPAR-002. A total of approximately 12,000 SDT of acid grade fluorspar and 60,000 SDT of metallurgical grade fluorspar are available for sale in Fiscal Year 2005. Bid openings will be held once a month on the fourth Tuesday beginning May 10, 2005. A total of approximately 10,000 SDT of each type will be offered for sale each month.

**The format of this solicitation is sealed bid.** In contrast to negotiated offerings of this material in the past, bids under this solicitation will be **publicly opened and evaluated without discussions with bidders**. Bids for acid grade fluorspar and metallurgical grade fluorspar will be evaluated separately. Contracts will be awarded to the responsible bidders whose bids conform to the terms of the Invitation for Bids and are deemed advantageous to the Government. Bid abstracts will be prepared and made available on the DNSC web site after each bid opening and a news release will be issued to announce any awards made, and will include company names, item numbers, quantities, and prices.

Bidders are cautioned to review the Invitation for Bids in its entirety, paying close attention to the following sections:

SECTION B – PREPARATION AND SUBMISSION OF BIDS  
SECTION D – PAYMENT  
SECTION E – REMOVAL  
SECTION F – SHIPPING

Bidders are further cautioned to review carefully the requirement for the submission of financial documentation, discussed in Section **B.1 Submittals (APR 05)**, paragraphs **f.** and **g.** Bidders should forward this information to DNSC **not later than two (2) weeks in advance of the date of the bid opening** in which the bidder first plans to participate under this Invitation for Bids. The address for submitting this documentation is included in the above referenced paragraph **g.** Bidders are advised that **bids** in response to this offering **must be** sent to the DNSC Bid Room facsimile number (703) 767-5541.

Additional copies of the Invitation for Bids will be available on the DNSC web site: <https://www.dnsc.dla.mil>, or by telephonic or written request. If you have any questions, please contact Mr. K. Watt Lough by telephone at (703) 767-5402, by facsimile at (703) 767-5411, or by email at: [kevin.lough@dla.mil](mailto:kevin.lough@dla.mil). Henceforth, if you wish to receive notification of our future offerings, email alerts will be sent to the email address you supply. You are strongly encouraged to respond to Mr. Lough via email providing the email address at which you wish to receive these alerts.

Sincerely,

//s//

RICHARD A. TALBOTT  
Contracting Officer

Issue Date: April 12, 2005

# **DLA - FLUORSPAR- 002**

## **INVITATION FOR BIDS**

**FOR ACID GRADE FLUORSPAR and  
METALLURGICAL GRADE FLUORSPAR**



### **DEFENSE NATIONAL STOCKPILE CENTER**

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

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

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## **SECTION A - INVITATION**

### **A.1 Introduction (MAR 05)**

- a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC), is soliciting bids for the sale of approximately 12,000 Short Dry Tons (SDT) of Acid Grade Fluorspar, and approximately 60,000 Short Dry Tons (SDT) of Metallurgical Grade Fluorspar in Fiscal Year 2005. Approximately 10,000 SDT of each type will be available for sale each month. The initial opening will be held on **Tuesday, May 10, 2005 at 2:30 PM** local time, Ft. Belvoir, VA. Subsequent bid openings will be held at 2:30 PM, on the fourth Monday of each month. Bids must be received at the address in **Section B.2.a.** by 2:30 PM, local time, Ft. Belvoir, VA. In the event DNSC is closed at the time set, bids for that day will be received at 2:30 PM, local time, Ft. Belvoir, VA on the next DNSC business day.
- b. Bidders are advised to telephone the Directorate of Stockpile Contracts at (703) 767-6500 to ascertain the availability of material.
- c. Handling and outloading will be performed by and at the expense of the Contractor. (See **Section F.1.d. and F.1.e**)

### **A.2 Description (JAN 95)**

- a. The Acid Grade Fluorspar offered for sale under this solicitation is of mixed origin and is stored outside in a bulk pile at the storage location listed in **Section J.1.a.** The acid grade fluorspar located at New Haven, IN is stored on the ground and is a covered pile.
- b. Government analyses indicate that the acid grade fluorspar conforms to the data listed in **Section A.2.a, Section I.2.a and Section J.2.a;** however, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose.
- c. The Metallurgical Grade Fluorspar offered for sale under this solicitation is of foreign and domestic origin and is stored outside in bulk piles at the storage locations listed in **Section J.1.b.** All of the metallurgical grade fluorspar is stored on the ground in uncovered piles.
- d. Government analyses indicate that the metallurgical grade fluorspar conforms to the data listed in **Section A.2.c, Section I.2.b and Section J.2.b;** however, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose.

**A.3 Financial Exposure Limit (MAR 02)**

- a. The Defense National Stockpile Center (DNSC) will establish a financial exposure limit (maximum level of business the DNSC will allow) for each Bidder. The financial exposure limit shall be determined based upon the following:
  - (1) Financial Position of the Bidder
  - (2) Past Performance
  - (3) References (Suppliers, Financial Institutions)
  - (4) Credit Reports
- b. If the Contractor reaches its financial exposure limit, subsequent sales will cease until such time as the Contractor satisfactorily performs existing contracts or the DNSC increases the exposure limit.

**A.4 Foreign Trade Statistics Regulations (MAR 02)**

- 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 under this Solicitation.
- b. The Contractor shall comply with United States Bureau of Export Administration Foreign Trade Statistics and Export Administration Regulations as set forth in 15 CFR Parts 30 and 732 (as amended by 65 FR 42556-42575, July 10, 2000 or any subsequent rule making).
- c. If the Contractor is not a United States domestic entity or does not have a physical presence in the United States, and the material is to be exported, the Contractor shall either --
  - (1) Engage a United States forwarding agent or other agent in accordance with 15 CFR 30.4(a) and (c); or
  - (2) Engage a United States Order Party, in accordance with 15 CFR 30.4(a)(1)(iii), to conduct all negotiations, correspondence, and arrangements for sale, and to arrange for export of the material purchased.
- d. The Defense National Stockpile Center shall not be named as the United States Principal Party in Interest and will not execute any Shipper's Export Declaration required by the Foreign Trade Statistics regulations.

**SECTION B – PREPARATION AND SUBMISSION OF BIDS****B.1 Submittals (MAR 05)**

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

- a. **Section I.1.a** and or **I.1.b, Sale of Government Property Bid and Award (MAR 05)** with the section entitled “Execution by Bidder” completed for either Acid Grade Fluorspar or Metallurgical Grade Fluorspar, as appropriate.
- b. **Section I.2.a** and or **I.2.b, Item Bid Page(s) – DLA-Fluorspar-002 (MAR 05) Acid Grade Fluorspar and DLA-Fluorspar-002 (MAR 05) Metallurgical Grade Fluorspar**, respectively, with the following completed:

(1) Unit Price Per SDT; (2) Quantity (SDT); (3) Total Bid Price; (4) Name of Company;  
(5) Bidder’s Name and Title; (6) Bidder’s Signature and (7) Date block completed.

**Where there is a discrepancy between the unit price and the total bid price, the unit price will govern. The unit price shall be based on the analysis of record as specified in the solicitation.**

- c. **Section I.3, Certificate of Independent Price Determination (JAN 01).**
- d. **Section I.4, Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97).**
- e. **Representations, Certifications and Identifications at Section I.5 through I.8.** Bidders please note: If Annual Representations, Certifications and Identifications have previously been submitted they need not be resubmitted. However, **I.3 Certificate of Independent Price Determination and I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters shall be submitted with each bid.**
- f. 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. DNSC may require the Contractor to submit updated information at any time.
- g. ***Bidders are cautioned to forward the financial information requested in paragraph f. to DNSC not later than two (2) weeks in advance of the date of the bid opening in which they first plan to participate under this Invitation DLA-FLUORSPAR-002.*** Bidders shall submit the information to the following address/facsimile number:

Attn: DNSC-C2 Fluorspar Contract Specialist  
Defense National Stockpile Center  
8725 John J. Kingman Road, Suite 3229  
Fort Belvoir, VA 22060-6223

Fax: (703) 767-5411

**B.2 General Information (JUL 97)**

- a. Facsimile bids and modifications will be accepted in accordance with **Section B.6**. Bids may also be submitted by mail or hand delivered enclosed in a sealed envelope and addressed to:

ATTN: DNSC-R (Bid Custodian)  
Defense National Stockpile Center  
8725 John J. Kingman Road  
Suite 3229  
Fort Belvoir, Virginia 22060-6223  
Facsimile No: (703) 767-5541

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

INVITATION FOR BIDS  
DLA-FLUORSPAR-002

- b. The Bidder agrees, if its Bid is accepted by the Government within **ten (10) working days** from the date specified in the Invitation for receipt of bids, to purchase any or all material on which bids are made at the price bid and to take delivery of the material within the time specified in the executed **Section I.1 Sale of Government Bid and Award (MAR 05)** for the respective type of fluorspar.
- c. Unless a designation of agent is on file at DNSC, a Bidder submitting a bid as agent for another party shall submit written proof, either prior to or with the bid, that it is authorized to act as agent and shall tender the bid in the name of the principal.

**B.3 Minimum Quantity (JAN 95)**

The minimum bid for material shall be 5,000 (SDT) for Acid Grade Fluorspar and 5,000 (SDT) for Metallurgical Grade Fluorspar. If a smaller amount is all that is available for an item, the minimum bid for that item must be for the entire quantity of the item. A bid for less than the minimum quantity may render the bidder ineligible for award.

#### **B.4 Late Submissions, Modifications, and Withdrawals of Bids (MAR 05)**

- a. Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the Invitation for Bids (IFB) by the time specified in the IFB. Bidders may use any transmission method authorized by the IFB (i.e., regular mail, electronic commerce or facsimile).
- b. (1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is “late” and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late bid would not unduly delay the sale; and—
  - (i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or
  - (ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government’s control prior to the time set for receipt of bids.
- (2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- c. Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- d. If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB, and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the IFB on the first work day on which normal Government processes resume.
- e. Bids may be withdrawn by written notice at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in Section **B.5 Facsimile Submissions (JUL 97)**. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

#### **B.5 Facsimile Submissions (JUL 97)**

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

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

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

### **B.6 Consideration of Bids (FEB 03)**

- a. The Government reserves the right to --
  - (1) Reject any or all bids;
  - (2) Waive any informalities and minor irregularities in a bid;
  - (3) Unless otherwise specified by the Bidder--
    - (i) Award a quantity less than the quantity bid at the unit price bid; and
    - (ii) Accept any one item or group of items in a bid, as may be in the best interests of the Government.
  - (4) Award quantities in excess of that stated as being available for sale.
- b. Bidders may submit multiple bids at various unit prices and may specify a maximum quantity.

**B.7 Evaluation of Bids (MAR 05)**

- a. Bids will be evaluated on the basis of price alone.
- b. Bids for acid grade fluorspar and metallurgical grade fluorspar will be evaluated separately.

**B.8 Responsiveness of Bids (JUL 98)**

- a. To be considered eligible for award, bids must be responsive. A responsive bid is one that fully complies with the terms of the Invitation and one in which the intent of the Bidder is clear on its face.
- b. A bid must clearly state the unit price (fixed price only) for each line item bid.
- c. Any bid that requires the Government to exercise judgment with respect to quantity, quality, or price will render the bid nonresponsive and ineligible for award. For example, failure to fill in the unit price for each line on the Item Bid Page for which a bid is submitted may render the bid(s) nonresponsive and ineligible for award.
- d. Any bid submitted for less than the minimum quantity stated in the Invitation will be rendered nonresponsive.
- e. Any bid that does not include Section **I.1 Sale of Government Property Bid and Award** fully executed (filled out and signed) will be rendered nonresponsive unless
  1. the bidder accepts all terms and conditions of the Invitation and
  2. award of the bid would result in a binding contract with terms and conditions that do not vary from the terms and conditions of the Invitation.
- f. Bids that reject, modify or add any terms, conditions or provisions shall render the bid nonresponsive and ineligible for award.

**B.9 Responsibility Determination (SEP 02)**

- a. No award shall be made unless the Contracting Officer makes an affirmative determination of responsibility.
- b. To be determined responsible and eligible for an award, Bidders shall have adequate financial resources, a satisfactory performance record with DNSC, and a satisfactory record of integrity and ethics. For example, a Bidder may be determined to be non-responsible and therefore ineligible for award if there is a record of poor payment (e.g., checks returned for insufficient funds) or poor performance (e.g., failure to pay for or remove material on time). In addition to looking at past performance, DNSC will also review the financial statements and references submitted by the Bidder, as well as the current Dun & Bradstreet report and any other credit reports.

**B.10 Contract Award (JUL 97)**

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

**SECTION C – INSPECTION (SEP 02)**

- a. Bidders, or their designees, at their expense, are encouraged to inspect material and take a grab sample, not to exceed fifty (50) pounds per pile. Bidders shall provide a container for each required sample. The sample will be obtained in the presence of and under the direction of a DNSC representative. The Government does not warrant any samples to be representative of the entire pile.
- b. Requests for an appointment to visually inspect and/or to take samples of the material at any of the specified depots must be made in writing or by facsimile submission on company letterhead to the Point of Contact identified in **Section J.1.a. and Section J.1.b. Storage Locations**, at least ten (10) working days prior to the date of the requested inspection and/or sampling. Requests shall include the name and title of each individual wishing to visually inspect the material and/or to take samples. Bidders will be notified by telephone of the date the material will be available for inspection and/or sampling. The Government reserves the right to limit the number of individuals granted access to the depot.
- c. Bidders, their agents and representatives shall comply at all times with the rules of the storage location.

## **SECTION D - PAYMENT**

### **D.1 Payment (MAY 04)**

- a. Payment shall be made in U.S. dollars.
- b. Payment shall be made by wire transfer, U.S. Postal Service money order, or company or bank check.
  - (1) Wire transfer payment shall be made in accordance with instructions in **Section J.5**. Fees for wire transfers are the responsibility of the Contractor. If payment is by wire transfer and the wrong account number is used, shipment of material may be delayed by up to one week or the wire transfer may returned to the sender.
  - (2) All checks must be drawn on a U.S. domestic bank or on the United States branch of an acceptable foreign bank and must be payable in United States currency. **A service charge of \$100.00 will be applied to all returned checks.**
- c. Payment shall be made to the **Defense Finance and Accounting Service - Columbus (DFAS-Columbus)**. If a check is not made payable to DFAS-Columbus, the check may be returned and the \$100.00 fee stated in **D.1.b.** charged. Payment shall be accompanied by **identifying information including the contract number, invoice number, and a description of the material purchased**. Payments without the required identification may be returned and shipment delayed. Payments shall be sent to:

ATTN: DNSC-R, Accounts Receivable  
Defense National Stockpile Center  
8725 John J. Kingman Road  
Suite 3229  
Fort Belvoir, VA 22060-6223

- 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.10.**)

### **D.2 Payment Due Date (APR 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 Sale of Government Property Bid and Award (APR 05)**. 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 holiday, then the payment due date will be extended to the next Government business day.

**D.3 Interest (MAY 04)**

- a. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph **b.**, below.
- b. Amounts shall be due at the earliest of the following dates:
  - (1) The final day of the contract period specified in Section **I.1 Sale of Government Property Bid and Award (MAR 05)** (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 relate only to delinquent debts and will be assessed to cover expenses incurred by the Government in the recovery of such debts.

**SECTION E - REMOVAL****E.1 Removal of Material (JAN 02)**

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

<b>Quantity Awarded (SDT)</b>	<b>Contract Period (Calendar Days)</b>
<b>Up to 5,000 SDT</b>	<b>180 Calendar Days</b>
<b>5,001 to 7,500 SDT</b>	<b>270 Calendar Days</b>
<b>7,501 and over</b>	<b>360 Calendar Days</b>

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

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

- a. Storage charges shall be assessed on all material remaining after the last day of the contract period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in **Section G.7 Default** of the Invitation.
- b. The storage charge is the greater of the following: (1) **\$0.03 (3 cents) per SDT** (if a fraction of a ton remains, the charge will be for a full ton) per 30 day period regardless of whether the material remains in storage a period of 30 days or less than 30 days; or (2) commercial storage charges, if applicable.
- c. Storage charges will be invoiced upon shipment. Payment shall be made promptly.
- d. Payment of storage charges shall not relieve the Contractor of its obligation to remove the material in a timely manner. Acceptance of storage payments by the Government is not a waiver of the Government's right to default the Contractor for failure to remove the material (See **Section G.7 Default**).

**SECTION F - SHIPPING****F.1 Request for Shipment (APR 05)**

- a. Handling and outloading will be by and at the expense of the Contractor. 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 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.6.** as being authorized to release material on behalf of the Contractor. **No material will be released under the provisions of this contract or any other contract the contractor has with DNSC until all outstanding delinquent charges and payments have been satisfied.**
- b. "Shipping Instructions" shall include the following:
- (1) Quantity of material to be released (in SDT's only), unit price and total dollar value.
  - (2) Designation of type and kind of conveyance.
  - (3) Name of the carrier (please include a telephone number where this contact can be reached).
  - (4) "Ship to" location.
  - (5) Minimum load per conveyance (optional)
  - (6) Desired shipping schedule.
  - (7) Name and telephone number of an agent who can furnish additional shipping information if needed.
  - (8) Any additional pertinent information.
- c. The shipping schedule shall allow sufficient time for the Government to reasonably meet such schedule prior to the last day of the contract period commensurate with existing loading facilities and other commitments at the Government's storage locations. Information regarding Government commitments may be obtained from the address specified in **Section J.1.a** and **Section J.1.b.**
- d. The Contractor's designee shall perform any necessary procedure(s) to ensure the cargo is safely secured prior to leaving the depot.
- e. The Contractor will be responsible for demurrage charges, damage to rail tracks or switches, and for any costs associated with derailment.
- f. If outloading is to be accomplished by truck, the Contractor will be responsible for any damage to the roads at the storage location above normal wear and tear.
- g. The Contractor, its agents 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.
- h. Upon completion of the outloading, the Contractor and/or its agent(s) and employees shall make certain that the storage site is clean and in a condition acceptable to the Government. Any debris or foreign matter generated through the use of materials and/or equipment brought into the storage area to facilitate the outloading shall be removed from the storage location by the Contractor and/or its agent(s) at the Contractor's expense.

- i. Requests for shipment shall be for a minimum of 40,000 lbs, or if the remaining balance is less than 40,000 lbs, then for the balance at the location or on the contract. Shipping instructions and information requested in **paragraph b.**, above, are to be furnished to the following address:

DNCS-C/Defense National Stockpile Center  
ATTN: Fluorspar Contracting Officer  
8725 John J. Kingman Road, Suite 3229  
Ft. Belvoir, VA 22060-6223  
Facsimile Number: (703) 767-5411

- j. The Government shall determine the order in which the material is scheduled, coordinated, and outloaded.
- k. The Contractor shall pay \$100 per day if the Contractor's conveyance fails to report to an unstaffed storage location as scheduled. See **Sections J.1.a** and **J.1.b.** for identification of unstaffed locations.
- l. When removing acid grade fluorspar from pile(s) with pile covers the following procedures apply:***
1. Remove, at the Contractor's expense, any portion of the pile cover protecting the material to be shipped.
  2. After completion of shipments, the Contractor and/or its agent(s) shall secure the open end of the pile by either replacing the cover which had been peeled back, or by covering with tarpaulins. All covers shall be secured in place to prevent loss due to erosion pending the next shipment.
  3. Dispose, at the Contractor's expense, of any cover which is removed, at a dump or disposal site. Pile covers shall not be disposed of or dumped at the Government storage location. All pile coverings must be disposed of before the Contractor's outloading representative leaves the storage site.
  4. Disposal of the pile cover shall be in accordance with all applicable Federal, State, and Local laws and regulations, and in a manner safe for the public and the environment.
  5. The covered piles are identified in Section **I.2.a.** and **I.2.b.**
- l.*** During on-site loading operations and while transporting the Fluorspar from the storage site, the Contractor shall:
1. Make all necessary arrangements to control emission of Fluorspar dust into the air while the Fluorspar remains in storage. Control measures used shall include but are not limited to, tarping trucks while transporting the material, wearing appropriate personal protective equipment (PPE), and wetting the roadways being traveled with water. To minimize spillage onto roadways during transport, caution shall be used while dumping the material into conveyances to avoid spillage and overloading of trucks;
  2. In the event it becomes necessary, arrangements shall be made to control run-off of Fluorspar into any existing storm drain system. Fluorspar shall not be allowed to enter any storm drain systems. Control measures used may include, but are not limited to; (a) placing berms around the storm drains high enough to prevent flow into the system;

(b) filtering the water by using catch basins or similar engineering methods; (c) or performing work at a distance from the stormdrains that would prevent migration of Fluorspar to the stormdrain openings. Monitoring and implementation of the above measures shall be witnessed by a Government representative.

3. Enter and exit the storage site using only roads designated by the Contracting Officer or a designated Government representative. At the discretion of the Contracting Officer's designated Government representative, a flagman may be required for vehicular movement in and out of the storage site.

## **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 (FEB 03)**

- a. Conveyance (truck, van, or railroad cars as applicable by location) shall be light (tare) and heavy weighed (gross), with the tare weight of the conveyance deducted to arrive at the net weight of the material. The stenciled tare weight of a railroad car and the actual tare weight of trucks or vans shall be used. Weighing shall be done by and at the expense of the contractor. All weighing shall be witnessed by a Government representative, with the exception of weighing on railroad scales which will be witnessed by the railroad. Weighing shall be done on the nearest railroad scale or nearest public truck scale.
- b. A Government representative shall certify the correctness of the weighing method used and that the truck scales have been inspected and certified. The Contractor will provide certified scale tickets within ten working days after the entire requested release quantity has been shipped, or at the end of each week's shipment, whichever is sooner.
- c. Weight certificates shall be provided at the expense of the Government. Scale tickets shall be provided by the contractor to the Government representative on site and will be final for payment purposes.

#### F.4 Moisture Determination (MAR 05)

- a. Moisture determination shall be made in accordance with standard commercial procedures by an independent sampler/analyst, to be designated by the contractor and acceptable to the Government, with the results of such analyses being final and binding. Certificates of moisture shall be furnished simultaneously to both parties by the independent sampler/analyst.
- b. The independent sampler/analyst shall furnish the proposed sampling methods and moisture analysis procedures to the Government for review and approval prior to outloading. These documents, as well as the certificate of moisture, shall be forwarded to:

DNSC-O/Defense National Stockpile Center  
ATTN: Directorate of Stockpile Operations  
8725 John J. Kingman Road, Suite 3229  
Fort Belvoir, VA 22060-6223  
FAX: (703) 767-7608

- c. The net weight, as determined in **Section F.3.**, less the moisture content represented by the sample taken (in accordance with paragraph a above) shall be used to determine the dry weight expressed in dry tons of material. The dry ton weight determination shall be final for the computation of the dollar value of the Fluorspar.
- d. The Contractor shall make the necessary arrangements to procure the services of the independent sampler/analyst and the Contractor shall bear the cost of these services.

#### F.5 Sampling (APR 05)

- a. A lot is defined as 5,000 short wet tons (SWT), unless a smaller quantity is all that is available for an item. If a smaller quantity is all that is available, then the lot size for that item is defined as the quantity available in short wet tons.
- b. Sample portions of each lot shall be taken at the rate of one pound per ton, during outloading, from the face of the pile where the material is being removed. The sample will be taken from every third truckload or every 50 SWT being loaded into railcars. A sample shall not be accumulated for more than five days.
- c. The gross sample shall be prepared and reduced in volume and particle size at the outloading location, as necessary to provide portions for determination of moisture content.

#### F.6 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 or any other person or property, or for any personal injury, illness, disability or death to the Contractor, Contractor's employees or any other person subject to Contractor's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing,

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

### **F.7 Adjustment for Variation in Quantity or Weight (JAN 95)**

The Government reserves the right to vary the quantity or weight delivered by 10% 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.8 Environmental Protection (JUN 95)**

#### **a. Transportation Requirements**

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

#### **b. Material Safety Data Sheets**

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

**c. Use and Disposition**

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

**F.8 Accident Reporting (AUG 04)**

In the event of an accident involving the Contractor, its employees, subcontractors or any person subject to the Contractor's control that results in the preparation of an accident report by the Contractor, its subcontractors or any person or entity subject to the Contractor's control, a copy of the accident report shall be forwarded to the Contracting Officer no later than 10 calendar days after the day the accident occurred.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 Amendments and Modifications (JAN 95)**

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

**G.2 Title (JUL 02)**

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

**G.3 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 period 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.4 Limitation on Government's Liability (JAN 95)**

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

**G.5 Agency Protests (NOV 02)**

- a. **General.** Companies may file a protest over sales under this Solicitation with the –
  - (1) General Accounting Office (GAO);
  - (2) Director, Directorate of Stockpile Contracts, DNSC, for a decision at a level above the Contracting Officer;
  - (3) Contracting Officer

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

- b. Pre-Award Protests.** Protests based on alleged improprieties in a solicitation that are apparent prior to bid opening or the time set for receipt of initial offers shall be filed prior to bid opening or the time set for receipt of initial offers. In negotiated sales, protests based on alleged improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation must be filed not later than the next closing time set for receipt of offers following the incorporation.
- 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, except for protests challenging a negotiated sale under which a debriefing is requested and provided. In that situation, and where the basis was not known prior to the debriefing, the initial protest shall be filed not later than 10 calendar days after the date of the debriefing.
- d. Service of Protest.**
- (1) Protests to the General Accounting Office shall be filed in writing, in accordance with 4 CFR 21, at the following address:

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

A copy of any protest to the GAO shall be served on the Contracting Officer at the address in (3) below, within one day of filing the protest. Firms seeking to file a protest with GAO are advised to consult the GAO regulations at 4 CFR 21 and the GAO publication, **Bid Protests at GAO: A Descriptive Guide**. Copies of these documents are available from the General Accounting Office.

- (2) As an alternative to filing a protest with the Contracting Officer, Bidders or Offerors may seek an independent review by filing an agency-level protest with the DNSC Director, Directorate of Stockpile Contracts. 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 carrier, or fax:

Attn: DNSC-C, Director, Directorate of Stockpile Contracts  
Defense National Stockpile Center  
8725 John J. Kingman Road, Suite 3229  
Ft. Belvoir, VA 22060-6223  
Facsimile No.: (703) 767-5484 or (703)-767-5494

- (3) 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 carrier, or fax:

Attn: DNSC-C – (Richard Talbott)  
Defense National Stockpile Center  
8725 John J. Kingman Road, Suite 3229  
Ft. Belvoir, VA 22060-6223  
Facsimile No.: (703) 767-5411

**G.6 Disputes (FEB 03)**

- 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 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. 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.7 Default (FEB 03)**

- 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 Government terminates the contract, the Contractor shall be held liable for damages as described below. However, in no event will damages exceed the original contract price.
- c. If the Government terminates the contract for default, it may subsequently resell the material for the Contractor's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Contractor the difference between the contract price and the price obtained on resale. In no event will the Contractor be refunded any money if the Government obtains a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not 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.8 Termination for Convenience of the Government (DEC 97)**

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

### **G.9 Excusable Delays (MAY 95)**

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

### **G.10 Setoff of Funds (MAY 04)**

The Contractor agrees that the Government may use all or a portion of any monies received by the 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.11 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 connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work resulting from the acts or omissions of the Contractor, Contractor's employees, or any person subject to the Contractor's control in connection with the contract. Whether due to negligence or not of the Contractor, the Contractor agrees to reimburse the United States for any legal expenses (including salaries of attorneys) incurred by the United States in defending any and all claims or suits against the United States, whether well-founded or not, in any way whatsoever alleged to have arisen from the acts or omissions of the Contractor, Contractor's employees, or any persons subject to the Contractor's control.

**G.12 Covenant Against Contingent Fees (JAN 95)**

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

**SECTION H - DEFINITIONS (NOV 00)**

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

- a. The term "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- b. The terms "Bidder", "Purchaser", or "Contractor" may be used interchangeably.

**SECTION I - SUBMITTALS**

**COMPLETE AND RETURN ALL OF THE FOLLOWING WITH YOUR BID, UNLESS ANNUAL REPRESENTATIONS, CERTIFICATIONS, AND IDENTIFICATIONS HAVE BEEN SUBMITTED, THEN SUBMIT I.1, I.2, I.3, AND I.4:**

- I.1.a. Sale of Government Property Bid and Award (APR 05)  
Acid Grade Fluorspar**
- I.1.b. Sale of Government Property Bid and Award (APR 05)  
Metallurgical Grade Fluorspar**
- I.2.a. Item Bid Page - DLA- Fluorspar-002 (APR 05)  
Acid Grade Fluorspar**
- I.2.b. Item Bid Page – DLA-Fluorspar-002 (APR 05)  
Metallurgical Grade Fluorspar**
- I.3 Certificate of Independent Price Determination (JAN 01)**
- I.4 Certification Regarding Debarment, Suspension, Proposed  
Debarment, Environmental Compliance, and Other Responsibility Matters  
(JUL 97)**
- I.5 Type of Business Organization (APR 96)**
- I.6 Persons Authorized to Request Shipment of Material (FEB 98)**
- I.7 Bidder's Billing Address (JUL 95)**



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**I.1.b. Sale of Government Property Bid and Award (APR 05) Metallurgical Grade Fluorspar**

<b>SALE OF GOVERNMENT PROPERTY BID AND AWARD</b>	
<p style="text-align: center;"><b>BID</b></p> <p style="text-align: center;">(This section to be completed by the Bidder)</p>	<p style="text-align: center;">DATE OF BID (Day, Month, and year)</p> <p style="text-align: center;">_____</p>
<p>In compliance with this Invitation and subject to the Terms and Conditions cited within, the undersigned offers and agrees, if this Bid is accepted within 10 working days after the date of Bid opening, to purchase and pay for any and all of the items or lots of property listed in Section I.2.b., and to remove the property within the time specified in the Invitation after contract award by the Government. The total amount bid is \$ _____.</p>	
EXECUTION BY BIDDER	EXECUTION BY GOVERNMENT
DATE (Day, Month, Year)	DATE OF ACCEPTANCE (Day, Month, Year)
NAME OF COMPANY	CONTRACT NUMBER
ADDRESS (Street, City, State & Zip Code) (Type or Print)  _____  _____  Telephone Number: _____  Facsimile Number: _____	TOTAL AMOUNT  \$ _____  UNITED STATES OF AMERICA  BY: _____
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID (Type or print name and title under signature)	NAME AND TITLE OF CONTRACTING OFFICER
_____  _____	_____  Contracting Officer <span style="float: right;">DNSC</span>
ITEMS AWARDED METALLURGICAL GRADE FLUORSPAR (To be completed by the Government):	
CONTRACT PERIOD EXPIRES ON:	

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I.2.a. Item Bid Page - DLA-Fluorspar-002 (APR 05) Acid Grade Fluorspar

Item	Location	Pile	Type	Origin	Net Weight (SDT)	Unit Price Per SDT	Quantity (SDT)	Total Bid Price
201	New Haven, IN	106	Cryolite Filter Cakes	Mixed	10,443.99	\$		\$
						\$		\$
<b>Total</b>					<b>10,443.99</b>			

**NOTE: ITEM 201 HAS A PILE COVER.**

Name of company: \_\_\_\_\_

Bidder's name and title: \_\_\_\_\_

\_\_\_\_\_

Bidder's signature: \_\_\_\_\_

Date: \_\_\_\_\_

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I.2.b. Item Bid Page - DLA-Fluorspar-002 (APR 05) Metallurgical Grade Fluorspar

Item	Location	Pile	Type	Origin	Net Weight (SDT)	Unit Price Per SDT	Quantity (SDT)	Total Bid Price
102	Large, PA	8	Grade B	Domestic	39,068.99	\$		\$
103	Marietta, PA	10	Grade A	Spain	3,904.43	\$		\$
104	New Haven, IN	97	Grade A	Domestic	16,685.99	\$		\$
105	New Haven, IN	98	Grade B	Domestic	7,691.99	\$		\$
106	New Haven, IN	100	Grade A	Domestic	9,712.40	\$		\$
107	New Haven, IN	103	Grade A	Domestic	9,998.99	\$		\$
<b>Total</b>					<b>87,062.79</b>			

Name of company: \_\_\_\_\_

Bidder's name and title: \_\_\_\_\_

Bidder's signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**I.3 Certificate of Independent Price Determination (JAN 01)**

- a. The Bidder certifies that:
- (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices bid;
  - (2) The prices in this bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening (in the case of a sealed bid invitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- b. Each signature on the bid is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the Bidder's organization responsible for determining the prices being bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs a.(1) through a.(3) above; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs a.(1) through a.(3), above
- 
- (insert full name of person(s) in the Bidder's organization responsible for determining the prices bid, and the title of his or her position in the Bidder's organization);*
- (ii) As an authorized agent, does certify that the principals named in subparagraph b.(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) above; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) above.
- c. **If the Bidder deletes or modifies subparagraph a.(2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.**

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

- a. (1) The Bidder certifies, to the best of its knowledge and belief, that -
- (i) The Bidder and/or any of its Principals -
    - (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have  have not , within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
    - (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision **a.(1)(i)(B)** of this provision;
    - (D) Are  are not  presently indicted for or otherwise criminally or civilly charged by a Federal, state or local entity with violation of any environmental laws; and
    - (E) Have  have not  within the three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for violation of a Federal, state or local environmental statute or regulation.
  - (ii) The Bidder has  has not , within a three-year period preceding this bid, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (3) If the Bidder answers affirmatively to **a.(1)**, above, the Bidder shall include in its bid an explanation of the circumstances, including the outcome.

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

- b. The Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. A certification that any of the items in paragraph a. of this provision exists will not necessarily result in withholding of an award under this Invitation. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Bidder nonresponsible.
- d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph a. of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- e. The certification in paragraph a. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this Invitation for default.

### I.5 Type of Business Organization (APR 96)

The Bidder represents that--

- a. It operates as  a corporation incorporated under the laws of the State of \_\_\_\_\_,  an individual,  a partnership,  a nonprofit organization, or  a joint venture.
- b. If the Bidder is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation registered for business in \_\_\_\_\_ (country).
- c. If the Bidder is a corporation, it is  independent (not owned or controlled by another company),  owned or controlled by \_\_\_\_\_ corporation company registered for business in \_\_\_\_\_ (state/country).
- d. If the Bidder is owned or controlled by another, state the relationship (e.g., wholly owned subsidiary, etc.): \_\_\_\_\_.
- e. The Bidder agrees to provide additional information relating to the above representations if requested to do so by the Contracting Officer.

**I.6 Persons Authorized to Request Shipment of Material (FEB 98)**

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

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone

**I.7 Bidder's Billing Address (JUL 95)**

The Bidder shall provide its billing address and billing facsimile number below.

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

**SECTION J - LIST OF ATTACHMENTS**

**J.1.a. STORAGE LOCATIONS (APR 05) Acid Grade Fluorspar**

**J.1.b. STORAGE LOCATIONS (APR 05) Metallurgical Grade Fluorspar**

**J.2.a. ANALYSIS OF MATERIAL (APR 05) Acid Grade Fluorspar**

**J.2.b. ANALYSIS OF MATERIAL (APR 05) Metallurgical Grade Fluorspar**

**J.3 SHIPPING INSTRUCTIONS (JAN 95)**

**J.4 MATERIAL SAFETY DATA SHEETS (MAR 04) and (JUN 04)**

**J.5 FEDWIRE PROCEDURES (JAN 95)**

**J.1.a. STORAGE LOCATIONS (APR 05) Acid Grade Fluorspar**

Location	Operational Status	Days	Hours	Accessibility	Responsible Depot	Depot Manager
New Haven, IN	Staffed	Monday - Thursday Friday -	0730 1530 0730 1430	Truck/ Rail	Hammond, IN	John Olszewski Phone: (219) 937-5383 Ext. 104
<b>Note:</b> Truck & Rail Scale is available (Weight Capacity - 360,000 Lbs)						<b>On Site Representatives</b> Lois Huddlestun Nikki Horther Phone: (260) 749-9544

**Point of Contact**

Defense Logistics Agency  
 Defense National Stockpile Center  
 Attn: Charles Harder  
 8725 John J Kingman Road, Suite 3229  
 Fort Belvoir, VA 22060-6223

Telephone Number: (703) 767-1163  
 Facsimile Number: (703) 767-7608

**J.1.b. STORAGE LOCATIONS (APR 05) Metallurgical Grade Fluorspar**

<b>Location</b>	<b>Operational Status</b>	<b>Days</b>	<b>Hours</b>	<b>Accessibility</b>	<b>Responsible Depot</b>	<b>Depot Manager</b>
Large, PA	Un-Staffed	Monday Tuesday Thursday Friday	1230 - 1500 0700 - 1500 0700 - 1230	Truck /	Point Pleasant, WV	David Taylor Phone: (304) 675-3410
<b>Note:</b> Scale not available at this location						
Marietta, PA	Un-Staffed	Monday Tuesday Thursday Friday	1230 - 1500 0700 - 1500 0700 - 1100	Truck /	Somerville, NJ	James Farley Phone: (908) 725-6400
<b>Note:</b> Scale not available at this location						
New Haven, IN	Staffed	Monday Thursday Friday	0730 - 1530 0730 1430	Truck / Rail	Hammond, IN	John Olszewski Phone: (219) 937-5383 Ext. 104
<b>Note:</b> Truck & Rail Scale is available (Weight Capacity - 360,000 Lbs)						<b>On Site Representatives</b> Lois Huddlestun Nikki Horther Phone: (260) 749-9544

**Point of Contact**

Defense Logistics Agency  
Defense National Stockpile Center  
Attn: Charles Harder  
8725 John J Kingman Road, Suite 3229  
Fort Belvoir, VA 22060-6223

Telephone Number: (703) 767-1163  
Facsimile Number: (703) 767-7608



**J.2.b. ANALYSIS OF MATERIAL (APR 05) Metallurgical Grade Fluorspar**

<b>Item</b>	<b>Location</b>	<b>Pile</b>	<b>Type</b>	<b>Origin</b>	<b>CaF2</b>	<b>SiO2</b>	<b>S</b>	<b>Pb</b>	<b>% Passing # 16 Sieve</b>
102	Large, PA	8	Grade B	Domestic	65.19%	0.36%	0.14%	0.66%	
103	Marietta, PA	10	Grade A	Spain	89.40%	7.24%	0.09%	0.01%	21.15%
104	New Haven, IN	97	Grade A	Domestic	83.20%	4.36%			
105	New Haven, IN	98	Grade B	Domestic	63.84%	4.84%			13.12%
106	New Haven, IN	100	Grade A	Domestic	83.48%	4.42%			15.82%
107	New Haven, IN	103	Grade A	Domestic	83.48%	4.47%	0.01%		21.07%

Shipping Request Number: \_\_\_\_\_

**J.3 SHIPPING INSTRUCTIONS (JAN 95)**

1. a. Contractor: \_\_\_\_\_

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

2. a. DNSC Contract No.: SP0833-05-S- b. Commodity: Fluorspar Check one: Acid  Met

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 (MAR 04) – ACID GRADE FLUORSPAR**

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**1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION**

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**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: FLUORSPAR, ACID GRADE**

**TRADE NAMES/SYNONYMS:  
DLA10002**

**CREATION DATE: Jul 01 1992  
REVISION DATE: Mar 18 2004**

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**2. COMPOSITION, INFORMATION ON INGREDIENTS**

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**COMPONENT: CALCIUM FLUORIDE  
CAS NUMBER: 7789-75-5  
EC NUMBER (EINECS): 232-188-7  
PERCENTAGE: >97.00**

**COMPONENT: SULFRAMIN 40  
CAS NUMBER: 12627-25-7  
EC NUMBER: Not assigned.  
PERCENTAGE: <0.03**

**COMPONENT: SILICON DIOXIDE  
CAS NUMBER: 7631-86-9  
EC NUMBER (EINECS): 231-545-4  
PERCENTAGE: <1.00**

**COMPONENT: CALCIUM CARBONATE  
CAS NUMBER: 471-34-1  
EC NUMBER (EINECS): 207-439-9  
PERCENTAGE: <1.25**

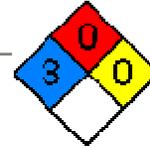
**COMPONENT: SODIUM CHLORIDE  
CAS NUMBER: 7647-14-5  
EC NUMBER (EINECS): 231-598-3  
PERCENTAGE: <0.02**

**COMPONENT: METAL OXIDE  
CAS NUMBER: Not assigned.  
EC NUMBER: Not assigned.  
PERCENTAGE: <0.04**

**COMPONENT:** BERYLLIUM  
**CAS NUMBER:** 7440-41-7  
**EC NUMBER (EINECS):** 231-150-7  
**PERCENTAGE:** 0.00100

---

### 3. HAZARDS IDENTIFICATION



**NFPA RATINGS (SCALE 0-4):** HEALTH=3 FIRE=0 REACTIVITY=0

**EMERGENCY OVERVIEW:**

**PHYSICAL DESCRIPTION:** White, yellow, green or purple powder or crystal.

**MAJOR HEALTH HAZARDS:** mucous membrane burns, skin irritation, eye irritation, cancer hazard (in humans)

**POTENTIAL HEALTH EFFECTS:**

**INHALATION:**

**SHORT TERM EXPOSURE:** irritation

**LONG TERM EXPOSURE:** same as effects reported in long term ingestion, irritation, nosebleed, loss of voice, asthma, lung 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:** burns, changes in blood pressure, nausea, vomiting, diarrhea, constipation, stomach pain, difficulty breathing, irregular heartbeat, headache, disorientation, difficulty speaking, pain in extremities, tremors, visual disturbances, dilated pupils, bluish skin color, internal bleeding, kidney damage, unconsciousness, coma

**LONG TERM EXPOSURE:** irritation, nausea, vomiting, diarrhea, constipation, stomach pain, loss of appetite, weight loss, blood disorders

**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.

---

### 5. FIRE FIGHTING MEASURES

**FIRE AND EXPLOSION HAZARDS:** Negligible fire hazard.

**EXTINGUISHING MEDIA:** regular dry chemical, carbon dioxide, water, regular foam

Large fires: Use regular foam or flood with fine water spray.

**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.

---

## 6. ACCIDENTAL RELEASE MEASURES

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### **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:**

Avoid heat, flames, sparks and other sources of ignition. Do not touch spilled material. Stop leak if possible without personal risk. Reduce vapors with water spray. Do not get water inside container. Small spills: Absorb with sand or other non-combustible material. Collect spilled material in appropriate container for disposal. Large spills: Dike for later disposal. Remove sources of ignition. Keep unnecessary people away, isolate hazard area and deny entry. 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).

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## 7. HANDLING AND STORAGE

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**STORAGE:** Store and handle in accordance with all current regulations and standards.

---

## 8. EXPOSURE CONTROLS, PERSONAL PROTECTION

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### **EXPOSURE LIMITS:**

#### **FLUORSPAR, ACID GRADE:**

#### **INORGANIC FLUORIDES (as F):**

2.5 mg/m<sup>3</sup> OSHA TWA

2.5 mg/m<sup>3</sup> ACGIH TWA

2.5 mg/m<sup>3</sup> NIOSH recommended TWA 10 hour(s)

2.5 mg/m<sup>3</sup> DFG MAK (peak limitation category - II, with excursion factor of 2) (inhalable fraction)

2.5 mg/m<sup>3</sup> EC OEL TWA

2.5 mg(F)/m<sup>3</sup> UK OES TWA

**MEASUREMENT METHOD:** Treated pad with pre-filter (with special coating); Reagent; Ion-specific electrode; NIOSH III # 7902, Fluorides

### **CALCIUM CARBONATE:**

5 mg/m<sup>3</sup> OSHA TWA (respirable dust fraction)

15 mg/m<sup>3</sup> OSHA TWA (total dust)

10 mg/m<sup>3</sup> ACGIH TWA (total particulate)

5 mg/m<sup>3</sup> NIOSH recommended TWA 10 hour(s) (respirable fraction)

10 mg/m<sup>3</sup> NIOSH recommended TWA 10 hour(s) (total particulate)

10 mg/m<sup>3</sup> UK OES TWA (total inhalable dust)

4 mg/m<sup>3</sup> UK OES TWA (respirable dust)

**MEASUREMENT METHOD:** Particulate filter; Acid; Flame atomic absorption spectrometry; NIOSH IV # 7020, Calcium

**SILICON DIOXIDE, AMORPHOUS (SILICA, AMORPHOUS):**

20 mppcf OSHA TWA (<1% crystalline silica)  
OSHA TWA (<1% crystalline silica) (80 mg/m<sup>3</sup> divided by %SiO<sub>2</sub>)  
10 mg/m<sup>3</sup> ACGIH TWA (inhalable fraction) (no asbestos and <1% crystalline silica)  
3 mg/m<sup>3</sup> ACGIH TWA (respirable fraction) (no asbestos and <1% crystalline silica)  
6 mg/m<sup>3</sup> NIOSH recommended TWA 10 hour(s)  
4 mg/m<sup>3</sup> DFG MAK (inhalable dust fraction)  
6 mg/m<sup>3</sup> UK OES TWA (total inhalable dust)  
2.4 mg/m<sup>3</sup> UK OES TWA (respirable dust)

**MEASUREMENT METHOD:** Particulate filter; Low-temperature ashing; X-ray diffraction spectrometry; NIOSH IV # 7501

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

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

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

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

**RESPIRATOR:** 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 dust and mist respirator with a full facepiece.

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

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

**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.

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## 9. PHYSICAL AND CHEMICAL PROPERTIES

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**PHYSICAL DESCRIPTION:** White, yellow, green or purple powder or crystal.

**BOILING POINT:** Not applicable

**MELTING POINT:** 2462 F (1350 C)

**VAPOR PRESSURE:** Not applicable

**VAPOR DENSITY:** Not applicable

**SPECIFIC GRAVITY (water=1):** 3.2

**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:** ammonium salt solutions

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## 10. STABILITY AND REACTIVITY

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**REACTIVITY:** Stable at normal temperatures and pressure.

**CONDITIONS TO AVOID:** Avoid heat, flames, sparks and other sources of ignition. Minimize contact with material. Keep

out of water supplies and sewers.

**INCOMPATIBILITIES:** acids

**CALCIUM FLUORIDE:**

**ACIDS (CONCENTRATED):** Reacts vigorously evolving toxic fumes of hydrogen fluoride.

**HAZARDOUS DECOMPOSITION:**

Thermal decomposition products: acid halides

**POLYMERIZATION:** Will not polymerize.

## 11. TOXICOLOGICAL INFORMATION

**CALCIUM FLUORIDE:**

**TOXICITY DATA:**

4250 mg/kg oral-rat LD50; >1500 mg/kg intraperitoneal-rat LD50; 2638 mg/kg intraperitoneal-mouse LD50; >5 gm/kg oral-guinea pig LDLo; >10 gm/kg intraperitoneal-mammal LD; 4417 mg/kg oral-rat LD50; 44 gm/kg/31 day(s) intermittent oral-rat TDLo

**CARCINOGEN STATUS:** ACGIH: A4 -Not Classifiable as a Human Carcinogen (Fluorides)

**LOCAL EFFECTS:**

Corrosive: ingestion

**ACUTE TOXICITY LEVEL:**

Moderately Toxic: ingestion

**MUTAGENIC DATA:**

cytogenetic analysis - rat Ascites tumor 1 gm/kg

**REPRODUCTIVE EFFECTS DATA:**

3200 mg/kg intraperitoneal-mouse TDLo 9 day(s) pregnant female continuous; 67200 mg/kg intraperitoneal-mouse TDLo 1-21 day(s) pregnant female continuous

**QUARTZ:**

**TOXICITY DATA:**

16 mppcf/8 hour(s)-17.9 year(s) intermittent inhalation-human TCLo; 300 ug/m3/10 year(s) intermittent inhalation-human LCLo; 90 mg/kg intravenous-rat LDLo; 200 mg/kg intratracheal-rat LDLo; 40 mg/kg intravenous-mouse LDLo; >20 mg/kg intratracheal-mouse LD; 20 mg/kg intravenous-dog LDLo; 200 mg/kg inhalation-rat TCLo; 250 mg/kg intratracheal-rat LDLo; 240 mg/kg/1 hour(s) intratracheal-rat TDLo; 1.5 mg/kg intratracheal-rat TDLo; 120 gm/kg oral-rat TDLo; 15.69 mg/kg intratracheal-rat TDLo; 16.7 mg/kg intratracheal-mouse TDLo; 40 mg/kg inhalation-mouse TCLo; 25 mg/kg intratracheal-rat TDLo; 80 mg/m3/26 week(s) intermittent inhalation-rat TCLo; 108 mg/m3/6 hour(s)-3 day(s) intermittent inhalation-rat TCLo; 58 mg/m3/13 week(s) intermittent inhalation-rat TCLo; 1475 ug/m3/8 hour(s)-21 week(s) intermittent inhalation-mouse TCLo; 4932 ug/m3/24 hour(s)-39 week(s) continuous inhalation-mouse TCLo; 28 mg/m3/3 week(s) intermittent inhalation-guinea pig TCLo; 3 mg/m3/6 hour(s)-78 week(s) intermittent inhalation-hamster TCLo; 1000 gm/m3/10 day(s) intermittent inhalation-domestic animal TCLo; 2.88 mg/kg/12 week(s) intermittent intratracheal-rat TDLo; 11.52 mg/kg/12 week(s) intermittent intratracheal-rat TDLo; 15 mg/m3/26 week(s) intermittent inhalation-rat TCLo; 0.74 mg/m3/2 year(s) intermittent inhalation-rat TCLo; 10 mg/m3/75 day(s) intermittent inhalation-rat TCLo; 10 mg/m3/818 day(s) intermittent inhalation-monkey TCLo

**CARCINOGEN STATUS:** NTP: Known Human Carcinogen; IARC: Human Sufficient Evidence, Animal Sufficient Evidence, Group 1; ACGIH: A2 -Suspected Human Carcinogen; EC: Category 2

Adenocarcinomas and squamous-cell carcinomas of the lung in rats were produced after inhalation or repeated intratracheal instillation of various forms of crystalline silica. Malignant lymphomas developed in rats after intrapleural and intraperitoneal injections of quartz suspensions and intrapleural injection of cristobalite and tridymite. Epidemiologic studies indicate lung cancer occurs more frequently among silicotics than in the general population.

**ACUTE TOXICITY LEVEL:** Insufficient Data.

**MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:** respiratory disorders

**TUMORIGENIC DATA:**

50 mg/m<sup>3</sup> inhalation-rat TCl<sub>0</sub>/6 hour(s)-71 week(s) intermittent; 45 mg/kg intraperitoneal-rat TDL<sub>0</sub>; 90 mg/kg intravenous-rat TDL<sub>0</sub>; 90 mg/kg intrapleural-rat TDL<sub>0</sub>; 111 mg/kg intratracheal-rat TDL<sub>0</sub>; 100 mg/kg intratracheal-rat TDL<sub>0</sub>/19 week(s) intermittent; 900 mg/kg implant-rat TDL<sub>0</sub>; 4000 mg/kg implant-mouse TDL<sub>0</sub>; 83 mg/kg intrapleural-hamster TDL<sub>0</sub>; 90 mg/kg intraperitoneal-rat TD/4 week(s) intermittent; 450 mg/kg intraperitoneal-rat TD/4 week(s) intermittent; 4554 mg/kg implant-rat TD; 200 mg/kg intrapleural-rat TD; 100 mg/kg intrapleural-rat TD; 100 mg/kg intrapleural-rat TD; 100 mg/kg intrapleural-rat TD

**MUTAGENIC DATA:**

micronucleus test - human lung 40 ug/cm<sup>2</sup>; micronucleus test - hamster lung 160 ug/cm<sup>2</sup>; DNA damage - rat intratracheal 6 mg/kg

**ADDITIONAL DATA:** Smoking may enhance the toxic effects.

**CALCIUM CARBONATE:****IRRITATION DATA:**

500 mg/24 hour(s) skin-rabbit moderate; 750 ug/24 hour(s) eyes-rabbit severe

**TOXICITY DATA:**

6450 mg/kg oral-rat LD<sub>50</sub>; 60 gm/kg oral-rat TDL<sub>0</sub>

**LOCAL EFFECTS:**

Irritant: skin, eye

**ACUTE TOXICITY LEVEL:**

Slightly Toxic: ingestion

**MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:** blood system disorders, gastrointestinal disorders, hormonal disorders, kidney disorders, metabolic disorders

**ADDITIONAL DATA:** Interactions with drugs may occur.

**HEALTH EFFECTS:****INHALATION:**

SILICON DIOXIDE: CARCINOGEN (CRYSTALLINE SILICA).

**ACUTE EXPOSURE:**

CALCIUM FLUORIDE: Dust may cause irritation of the respiratory system.

CALCIUM CARBONATE: May cause mechanical irritation with coughing and sneezing. No pathologic findings were noted in sacrificed rats exposed to 81.2 mg/m<sup>3</sup> for 90 minutes. Excessive concentrations of nuisance dusts in the workroom may cause unpleasant deposits in the nasal passages.

SILICON DIOXIDE: Dusts may cause irritation of the respiratory tract and coughing.

**CHRONIC EXPOSURE:**

CALCIUM FLUORIDE: Workers repeatedly exposed to fluorspar, which contains silica, showed pulmonary changes including fibrosis and emphysema and increased incidences of lung cancer. Repeated or prolonged exposure to fluoride dust may cause nosebleeds, hoarseness, sore throat, sinus trouble and asthma. Fluorosis, as detailed in chronic ingestion may also occur.

CALCIUM CARBONATE: No data available.

SILICON DIOXIDE: Exposure to dusts of crystalline or amorphous silica for 6 months to 30 years may result in silicosis with symptoms of cough, chest pain, dyspnea, tachypnea, marked weakness and weight loss. This pulmonary insufficiency may be characterised by diffuse nodular fibrosis, distortion of bronchi, diminished chest expansion, decreased vital capacity and compensatory and bullous emphysema. Although pulmonary fibrosis has been reported from workers exposed to amorphous silica, the crystalline form is the established cause of fibrotic response in the lung. However, the amorphous form has been reported fibrogenic to a lesser extent. As the disease progresses, cor pulmonale, cardiorespiratory failure, and death may occur. Various forms and preparations of crystalline silica produced adenocarcinomas and squamous cell carcinomas of the lungs in rats.

**SKIN CONTACT:**

**ACUTE EXPOSURE:**

CALCIUM FLUORIDE: May cause irritation.

CALCIUM CARBONATE: Application of 500 mg/24 hours to rabbits resulted in moderate irritation.

SILICON DIOXIDE: Prolonged skin contact with dry particulate may cause drying of the skin.

**CHRONIC EXPOSURE:**

CALCIUM FLUORIDE: Repeated or prolonged contact with dusts containing fluoride may result in dermatitis.

CALCIUM CARBONATE: Repeated and prolonged contact with irritants may cause dermatitis.

SILICON DIOXIDE: No data available.

**EYE CONTACT:**

**ACUTE EXPOSURE:**

CALCIUM FLUORIDE: Dust may cause irritation.

CALCIUM CARBONATE: May cause redness, pain, and tearing. Application of 750 ug to rabbit eyes for 24 hours resulted in severe irritation.

SILICON DIOXIDE: Dusts may cause irritation with redness and pain.

**CHRONIC EXPOSURE:**

CALCIUM FLUORIDE: Repeated or prolonged contact with fluoride dust may cause conjunctivitis.

CALCIUM CARBONATE: Repeated and prolonged exposure to irritants may cause conjunctivitis.

SILICON DIOXIDE: No data available.

**INGESTION:**

CALCIUM FLUORIDE: See information on inorganic fluorides.

**ACUTE EXPOSURE:**

CALCIUM CARBONATE: Ingestion may cause gastric irritation with belching, occasional nausea, constipation or diarrhea, and an increase in gastric secretions.

SILICON DIOXIDE: The effects of ingestion are purely mechanical as the substance is inert chemically and biologically.

**CHRONIC EXPOSURE:**

CALCIUM CARBONATE: May cause intestinal obstruction and fecal concretions. Repeated or prolonged ingestion may result in hypercalcemia with symptoms of anorexia, nausea, vomiting, constipation, abdominal pain, dry mouth, thirst, and polyuria. Alkalosis, calcinosis, azotemia, hypophosphatemia, alkaluria, and renal calculi have also been reported.

SILICON DIOXIDE: No data available.

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**12. ECOLOGICAL INFORMATION**

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Not available

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**13. DISPOSAL CONSIDERATIONS**

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Dispose in accordance with all applicable regulations.

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## 14. TRANSPORT INFORMATION

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**U.S. DEPARTMENT OF TRANSPORTATION:** No classification assigned.

**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.

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## 15. REGULATORY INFORMATION

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**U.S. REGULATIONS:**

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

**BERYLLIUM:** 10 LBS RQ

**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: No

FIRE: No

REACTIVE: No

SUDDEN RELEASE: No

**SARA TITLE III SECTION 313 (40 CFR 372.65):** Not regulated.

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

**STATE REGULATIONS:**

**California Proposition 65:**

Known to the state of California to cause the following:

**Silica, crystalline (airborne particles of respirable size)**

Cancer (Oct 01, 1988)

**BERYLLIUM AND COMPOUNDS**

Cancer (Oct 01, 1987)

**CANADIAN REGULATIONS:**

**WHMIS CLASSIFICATION:** Not determined.

**EUROPEAN REGULATIONS:**

**EC CLASSIFICATION (CALCULATED):** Not determined.

**NATIONAL INVENTORY STATUS:**

**U.S. INVENTORY (TSCA):** Not listed on inventory.

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

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## 16. OTHER INFORMATION

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### **MSDS SUMMARY OF CHANGES**

8. EXPOSURE CONTROLS, PERSONAL PROTECTION

11. TOXICOLOGICAL INFORMATION

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**J.4 MATERIAL SAFETY DATA SHEET (JUN 04) – METALLURGICAL GRADE FLUORSPAR**1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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**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: FLUORSPAR, METALLURGICAL**

**TRADE NAMES/SYNONYMS:  
DLA10003**

**CREATION DATE:** Jul 01 1992  
**REVISION DATE:** Jun 17 2004

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2. COMPOSITION, INFORMATION ON INGREDIENTS

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**COMPONENT: CALCIUM FLUORIDE  
CAS NUMBER: 7789-75-5  
EC NUMBER (EINECS): 232-188-7  
PERCENTAGE: >70.00**

**COMPONENT: SULFRAMIN 40  
CAS NUMBER: 12627-25-7  
EC NUMBER: Not assigned.  
PERCENTAGE: <0.10**

**COMPONENT: LEAD  
CAS NUMBER: 7439-92-1  
EC NUMBER (EINECS): 231-100-4  
PERCENTAGE: <0.25**

**COMPONENT: ARSENIC  
CAS NUMBER: 7440-38-2  
EC NUMBER (EINECS): 231-148-6  
PERCENTAGE: <0.01**

**COMPONENT: BARIUM  
CAS NUMBER: 7440-39-3  
EC NUMBER (EINECS): 231-149-1  
PERCENTAGE: <0.01**

**COMPONENT: ZINC  
CAS NUMBER: 7440-66-6  
EC NUMBER (EINECS): 231-175-3**

**PERCENTAGE:** <0.01

**COMPONENT:** PICRIC ACID

**CAS NUMBER:** 88-89-1

**EC NUMBER (EINECS):** 201-865-9

**PERCENTAGE:** <0.25

**COMPONENT:** COPPER

**CAS NUMBER:** 7440-50-8

**EC NUMBER (EINECS):** 231-159-6

**PERCENTAGE:** <0.10

**COMPONENT:** ANTIMONY

**CAS NUMBER:** 7440-36-0

**EC NUMBER (EINECS):** 231-146-5

**PERCENTAGE:** <0.02

**COMPONENT:** TIN

**CAS NUMBER:** 7440-31-5

**EC NUMBER (EINECS):** 231-141-8

**PERCENTAGE:** <0.02

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### 3. HAZARDS IDENTIFICATION

**NFPA RATINGS (SCALE 0-4):** HEALTH=3 FIRE=0 REACTIVITY=0



**EMERGENCY OVERVIEW:**

**PHYSICAL DESCRIPTION:** White, yellow, green, or purple crystals or powder.

**MAJOR HEALTH HAZARDS:** mucous membrane burns, suspect cancer hazard (in animals)

**POTENTIAL HEALTH EFFECTS:**

**INHALATION:**

**SHORT TERM EXPOSURE:** irritation

**LONG TERM EXPOSURE:** same as effects reported in long term ingestion, irritation, nosebleed, loss of voice, asthma, lung damage

**SKIN CONTACT:**

**SHORT TERM EXPOSURE:** irritation

**LONG TERM EXPOSURE:** irritation

**EYE CONTACT:**

**SHORT TERM EXPOSURE:** irritation

**LONG TERM EXPOSURE:** irritation

**INGESTION:**

**SHORT TERM EXPOSURE:** burns, changes in blood pressure, nausea, vomiting, diarrhea, stomach pain, difficulty breathing, irregular heartbeat, headache, disorientation, difficulty speaking, pain in extremities, tremors, visual disturbances, dilated pupils, bluish skin color, internal bleeding, kidney damage, unconsciousness, coma

**LONG TERM EXPOSURE:** irritation, nausea, vomiting, diarrhea, constipation, loss of appetite, weight loss, blood disorders

**CARCINOGEN STATUS:**

**OSHA:** No

**NTP:** No

**IARC:** Yes

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### 4. FIRST AID MEASURES

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

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

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

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

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## 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.

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## 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:**

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

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## 7. HANDLING AND STORAGE

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

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## 8. EXPOSURE CONTROLS, PERSONAL PROTECTION

### **EXPOSURE LIMITS:**

#### **CALCIUM FLUORIDE:**

#### **INORGANIC FLUORIDES (as F):**

2.5 mg/m<sup>3</sup> OSHA TWA

2.5 mg/m<sup>3</sup> ACGIH TWA

2.5 mg/m<sup>3</sup> NIOSH recommended TWA 10 hour(s)

2.5 mg/m<sup>3</sup> DFG MAK (peak limitation category - II, with excursion factor of 2) (inhalable fraction)

2.5 mg/m<sup>3</sup> EC OEL TWA

2.5 mg(F)/m<sup>3</sup> UK OES TWA

**MEASUREMENT METHOD:** Treated pad with pre-filter (with special coating); Reagent; Ion-specific electrode; NIOSH III # 7902, Fluorides

**LEAD:**

If an employee is exposed to lead for more than 8 hours in any work day, the permissible exposure limit, as a time weighted average (TWA) for that day, shall be reduced according to the following formula: Maximum permissible limit (in ug/m<sup>3</sup>) = 400 divided by hours worked in the day.

**LEAD, INORGANIC FUMES AND DUST (as Pb):**

50 ug/m<sup>3</sup> OSHA TWA 8 hour(s)

30 ug/m<sup>3</sup> OSHA action level 8 hour(s)

0.05 mg/m<sup>3</sup> ACGIH TWA

0.100 mg/m<sup>3</sup> NIOSH recommended TWA 10 hour(s)

0.1 mg/m<sup>3</sup> DFG MAK (peak limitation category - II, with excursion factor of 8) (inhalable fraction)

**MEASUREMENT METHOD:** Particulate filter; Nitric acid/Hydrogen peroxide; Atomic absorption spectrometry; NIOSH III # 7082, ALSO # 7105

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

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

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

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

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

F

**12.5 mg/m<sup>3</sup>**

Any dust and mist respirator.

**25 mg/m<sup>3</sup>**

Any dust and mist respirator except single-use and quarter-mask respirators.

Any supplied-air respirator.

**62.5 mg/m<sup>3</sup>**

Any supplied-air respirator operated in a continuous-flow mode.

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

May need acid gas sorbent.

**125 mg/m<sup>3</sup>**

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

May need acid gas sorbent.

Any self-contained breathing apparatus with a full facepiece.

Any supplied-air respirator with a full facepiece.

**250 mg/m<sup>3</sup>**

Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode.

**Escape -**

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

May need acid gas sorbent.

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.

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**9. PHYSICAL AND CHEMICAL PROPERTIES**

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**PHYSICAL DESCRIPTION:** White, yellow, green, or purple crystals or powder.

**BOILING POINT:** Not applicable

**MELTING POINT:** 2462 F (1350 C)

**VAPOR PRESSURE:** Not applicable

**VAPOR DENSITY:** Not applicable

**SPECIFIC GRAVITY (water=1):** 3.2

**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:** ammonium salt solutions

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## 10. STABILITY AND REACTIVITY

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**REACTIVITY:** Stable at normal temperatures and pressure.

**CONDITIONS TO AVOID:** Avoid generating dust.

**INCOMPATIBILITIES:** acids

**CALCIUM FLUORIDE:**

**ACIDS (CONCENTRATED):** Reacts vigorously evolving toxic fumes of hydrogen fluoride.

**HAZARDOUS DECOMPOSITION:**

Thermal decomposition products: acid halides

**POLYMERIZATION:** Will not polymerize.

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## 11. TOXICOLOGICAL INFORMATION

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**CALCIUM FLUORIDE:**

**TOXICITY DATA:**

4250 mg/kg oral-rat LD50; >1500 mg/kg intraperitoneal-rat LD50; 2638 mg/kg intraperitoneal-mouse LD50; >5 gm/kg oral-guinea pig LDLo; >10 gm/kg intraperitoneal-mammal LD; 4417 mg/kg oral-rat LD50; 44 gm/kg/31 day(s) intermittent oral-rat TDLo

**CARCINOGEN STATUS:** ACGIH: A4 -Not Classifiable as a Human Carcinogen (Fluorides)

**LOCAL EFFECTS:**

Corrosive: ingestion

**ACUTE TOXICITY LEVEL:**

Moderately Toxic: ingestion

**MUTAGENIC DATA:**

cytogenetic analysis - rat Ascites tumor 1 gm/kg

**REPRODUCTIVE EFFECTS DATA:**

3200 mg/kg intraperitoneal-mouse TDLo 9 day(s) pregnant female continuous; 67200 mg/kg intraperitoneal-mouse TDLo 1-21 day(s) pregnant female continuous

**LEAD:**

**TOXICITY DATA:**

450 mg/kg/6 year(s) oral-woman TDLo; 10 ug/m3 inhalation-human TCLo; 1 gm/kg intraperitoneal-rat LDLo; 160 mg/kg

oral-pigeon LDLo; 271 mg/m<sup>3</sup> inhalation-human LCLo; 155 mg/kg oral-human LDLo; 1050 ug/kg/30 week(s) intermittent oral-rat TDLo; 6879 mg/kg/5 week(s) continuous oral-mouse TDLo; 20 mg/m<sup>3</sup>/6 hour(s)-30 day(s) intermittent inhalation-guinea pig TCLo; 200 ug/m<sup>3</sup>/6 hour(s)-26 week(s) intermittent inhalation-guinea pig TCLo; 582 mg/kg/30 day(s) continuous oral-non-mammalian specie TDLo; 4099.2 mg/kg/8 week(s) intermittent oral-mouse TDLo; 10248 mg/kg/20 week(s) intermittent oral-mouse TDLo; 9.9 mg/m<sup>3</sup>/122 day(s) intermittent inhalation-human TCLo; 0.011 mg/m<sup>3</sup>/26 week(s) intermittent inhalation-human TCLo; 0.012 mg/kg/10 day(s) intermittent unreported-rat TDLo; 0.012 mg/kg/10 day(s) intermittent unreported-rat TDLo; 120 mg/kg/60 day(s) intermittent unreported-horse, donkey TDLo; 93.6 mg/kg/30 day(s) continuous oral-rat TDLo; 0.03 mg/m<sup>3</sup>/1 year(s) intermittent inhalation-man TCLo; 0.03 mg/m<sup>3</sup>/5 year(s) intermittent inhalation-man TCLo; 0.109 mg/m<sup>3</sup>/5 year(s) intermittent inhalation-man TCLo

**CARCINOGEN STATUS:** IARC: Human Inadequate Evidence, Animal Sufficient Evidence, Group 2B (Lead and inorganic lead compounds); ACGIH: A3 -Animal Carcinogen (Lead and inorganic lead compounds)

Renal tumors were produced in animals by lead acetate, subacetate and phosphate given orally, subcutaneously or intraperitoneally. No evaluation could be made of the carcinogenicity of powdered lead.

**ACUTE TOXICITY LEVEL:** Insufficient Data.

**TARGET ORGANS:** nervous system, kidneys, teratogen

**MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:** blood system disorders, gastrointestinal disorders, nervous system disorders, respiratory disorders

**MUTAGENIC DATA:**

cytogenetic analysis - human unreported 50 ug/m<sup>3</sup>; cytogenetic analysis - rat inhalation 23 ug/m<sup>3</sup> 16 week(s); cytogenetic analysis - monkey oral 42 mg/kg 30 week(s)

**REPRODUCTIVE EFFECTS DATA:**

790 mg/kg oral-rat TDLo multigenerations; 1140 mg/kg oral-rat TDLo 14 day(s) pre pregnancy/21 day(s) post pregnancy continuous; 520 mg/kg oral-rat TDLo 7-22 day(s) pregnant female/10 day(s) post pregnancy continuous; 1100 mg/kg oral-rat TDLo 1-22 day(s) pregnant female continuous; 10 mg/m<sup>3</sup> inhalation-rat TCLo/24 hour(s) 1-21 day(s) pregnant female continuous; 3 mg/m<sup>3</sup> inhalation-rat TCLo/24 hour(s) 1-21 day(s) pregnant female continuous; 1120 mg/kg oral-mouse TDLo multigenerations; 6300 mg/kg oral-mouse TDLo 1-21 day(s) pregnant female continuous; 300 mg/kg oral-mouse TDLo 1-2 day(s) pregnant female continuous; 4800 mg/kg oral-mouse TDLo 1-16 day(s) pregnant female continuous; 662 mg/kg oral-domestic animal TDLo 1-21 week(s) pregnant female continuous; 814 mg/kg oral-domestic animal TDLo 5 week(s) pre pregnancy/1-21 week(s) pregnant female continuous; 2118 mg/kg oral-mammal TDLo 15 day(s) post pregnancy continuous; 4099.2 mg/kg oral-mouse TDLo 56 day(s) male

**ADDITIONAL DATA:** May cross the placenta. Smoking may result in higher blood lead levels. May be excreted in breast milk.

**HEALTH EFFECTS:**

**INHALATION:**

**ACUTE EXPOSURE:**

CALCIUM FLUORIDE: Dust may cause irritation of the respiratory system.

**CHRONIC EXPOSURE:**

CALCIUM FLUORIDE: Workers repeatedly exposed to fluorspar, which contains silica, showed pulmonary changes including fibrosis and emphysema and increased incidences of lung cancer. Repeated or prolonged exposure to fluoride dust may cause nosebleeds, hoarseness, sore throat, sinus trouble and asthma. Fluorosis, as detailed in chronic ingestion may also occur.

**SKIN CONTACT:**

**ACUTE EXPOSURE:**

CALCIUM FLUORIDE: May cause irritation.

**CHRONIC EXPOSURE:**

CALCIUM FLUORIDE: Repeated or prolonged contact with dusts containing fluoride may result in dermatitis.

**EYE CONTACT:**

**ACUTE EXPOSURE:**

CALCIUM FLUORIDE: Dust may cause irritation.

**CHRONIC EXPOSURE:**

CALCIUM FLUORIDE: Repeated or prolonged contact with fluoride dust may cause conjunctivitis.

**INGESTION:**

CALCIUM FLUORIDE: See information on inorganic fluorides.

**ACUTE EXPOSURE:**

INORGANIC FLUORIDES: In the presence of moisture, corrosive hydrogen fluoride may be formed, especially in the stomach. Symptoms may include a burning sensation in the mouth and abdomen, sore tongue, a salty or soapy taste, nausea, salivation, difficulty speaking, thirst, vomiting, diarrhea, anorexia, and weight loss. Intense epigastric pain, deep ulceration of the esophagus and mucous membranes, hematemesis, and hematuria may also be present. Shock, manifested by symptoms of hypotension, weak pulse, pallor, dilated pupils, cyanosis, and anuria may occur. Muscle weakness, twitching, epileptiform convulsions, paresthesias, paralysis of the muscles of deglutition, carpopedal spasms, and painful spasms of the extremities and facial muscles may result. Other symptoms may include shortness of breath, headache, occasional urticaria, albuminuria, petechial hemorrhages, nystagmus, visual disturbances, optic neuritis, mental deterioration, unconsciousness, and coma. Cardiac arrhythmias, including ventricular fibrillation, leading to cardiac arrest have been reported. Death may also be due to cardiovascular collapse or respiratory failure. In addition to the corrosive effects, symptoms of acute fluoride toxicity may be caused by a variety of metabolic disorders, including hypocalcemia, hypomagnesemia, acidosis, and hyperkalemia. Pathologic findings may include congestion and hemorrhagic infiltration of all organs and degeneration of the kidneys and liver. In non-fatal cases, malaise and epigastric pain may persist for several days.

**CHRONIC EXPOSURE:**

INORGANIC FLUORIDES: Repeated or prolonged ingestion may cause fluorosis characterized by nausea, vomiting, anorexia, diarrhea or constipation, weight loss, anemia, weakness and general ill health. Excessive calcification of the bones with brittleness, and calcification of the ligaments of the ribs, pelvis and spinal column may occur. Stiffness and limitation of motion may result. Polyuria and polydipsia may occur. A mottled appearance and altered form of the teeth may occur particularly during tooth formation. Exfoliative dermatitis, atopic dermatitis, stomatitis, gastrointestinal and respiratory allergy, and rarely, central nervous system involvement have been reported.

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**12. ECOLOGICAL INFORMATION**

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Not available

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**13. DISPOSAL CONSIDERATIONS**

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Hazardous Waste Number(s): D008. Dispose of in accordance with U.S. EPA 40 CFR 262 for concentrations at or above the Regulatory level. Regulatory level- 5.0 mg/L. Dispose in accordance with all applicable regulations.

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**14. TRANSPORT INFORMATION**

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**U.S. DEPARTMENT OF TRANSPORTATION:** No classification assigned.

**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.

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## 15. REGULATORY INFORMATION

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### **U.S. REGULATIONS:**

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

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

**ARSENIC:** 1 LBS RQ

**ZINC:** 1000 LBS RQ

**COPPER:** 5000 LBS RQ

**ANTIMONY:** 5000 LBS RQ

**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: No

SUDDEN RELEASE: No

#### **SARA TITLE III SECTION 313 (40 CFR 372.65):**

**LEAD**

**LEAD COMPOUNDS**

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

### **STATE REGULATIONS:**

#### **California Proposition 65:**

Known to the state of California to cause the following:

#### **LEAD**

Cancer (Oct 01, 1992)

Developmental toxicity (Feb 27, 1987)

Male reproductive toxicity (Feb 27, 1987)

Female reproductive toxicity (Feb 27, 1987)

#### **LEAD COMPOUNDS**

Cancer (Oct 01, 1992)

Developmental toxicity (Feb 27, 1987)

Male reproductive toxicity (Feb 27, 1987)

Female reproductive toxicity (Feb 27, 1987)

#### **ARSENIC**

Cancer (Feb 27, 1987)

### **CANADIAN REGULATIONS:**

**WHMIS CLASSIFICATION:** Not determined.

### **EUROPEAN REGULATIONS:**

**EC CLASSIFICATION (CALCULATED):** Not determined.

### **NATIONAL INVENTORY STATUS:**

**U.S. INVENTORY (TSCA):** Not listed on inventory.

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

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[16. OTHER INFORMATION](#)

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**J.5 FEDWIRE PROCEDURES (JAN 95)**

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.