

DLA-GRAPHITE-003

SOLICITATION OF OFFERS FOR GRAPHITE

Issue Date: JUNE 28, 2001

DEFENSE LOGISTICS AGENCY



*Defense Logistics Agency
Defense National Stockpile Center
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SCHEDULE

SECTION A - INVITATION

A.1 Introduction (JAN 01)

- a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC), is soliciting offers for the sale of approximately 3,760 short tons (ST) of graphite in Fiscal Year 2001. The initial opening will be held on July 26, 2001 at 1:00 p.m., local time, Ft. Belvoir, VA. If all material is not sold, subsequent offerings will be held on the first Wednesday at 1:00 p.m., each month until all material is sold. Offers must be received at the address in Section B.2.a. by 1:00 p.m., local time, Ft. Belvoir, VA. **In the event DNSC is closed at the time set, offers at that time will be received at 1:00 p.m., local time, Ft. Belvoir, VA on the next DNSC business day.**
- b. Delivery of graphite is F.O.B. carrier's conveyance. The Government will assist with outloading. (See F.1.d.)

A.2 Description (JAN 01)

- a. The graphite offered for sale is in the form of flakes, fines, sweepings, small flakes, fine flakes and extra fine flakes. The material at all locations is packaged in 30 or 55 gallon drums on wooden pallets, four or five drums per pallet, except item number 127 at Warren, OH, which is not palletized. Item numbers 132 through 135, 137, and 139 at Warren, OH and item numbers 160 through 184 at New Haven, IN are packaged in burlap bags on pallets. See Section J.1 for a further description of the material offered for sale.
- b. Government analyses indicate that the material conforms to the data listed in Paragraph A.2.a, Section I.2, and Section J.1; however, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose.

A.3 Foreign Trade Statistics Regulations

1. 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.
2. 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).

3. 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 --
 - a. Engage a United States forwarding agent or other agent in accordance with 15 CFR 30.4(a) and (c); or
 - b. 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.

4. The Defense National Stockpile Center shall not be named as the United States Principal Party in Interest and will not execute the Shipper's Export Declaration required by the Foreign Trade Statistics regulations.

SECTION B – PREPARATION AND SUBMISSION OF OFFERS

B.1 Submittals (JAN 01)

Offerors shall submit **all** of the following documents along with the offer unless otherwise noted:

- a. **Section I.1 Sale of Government Property Negotiated Sales Contract (APR 99)** with the section entitled “Execution by Contractor” completed.
- b. **Section I.2, Item Offer Page(s) – DLA-GRAPHITE-003 (FEB 01)** with (1) quantity offered; (2) unit price per pound; (3) total offer price; (4) initials and ate blocks (5) company name; (6) date; (7) name and title of authorized company official; (8) signature; (9) telephone number and (10) facsimile number blocks completed.
- c. **Section I.3, Certificate of Independent Price Determination (JAN 01)** with (b)(2)(i) completed.
- d. **Section I.4, Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JAN 01).**
- e. Representations, Certifications and Identifications at Section I.5 through I.9. (See attached)
- f. Any other terms the Offeror wishes to negotiate. (See Section **B.7.c**)

B.2 General Information (JAN 01)

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

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

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

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- b. The Offeror agrees, if its offer is accepted by the Government within ten (10) working days from the date specified in the Solicitation for receipt of offers, to purchase any or all material on which offers are made at the price offered and to take delivery of the material within the time specified in the executed **Section I.1 Sale of Government Property Negotiated Sales Contract (JAN 01)**.
- c. Unless a designation of agent is on file at DNSC, an Offeror submitting an offer as agent for another party shall submit written proof, either prior to or with the offer, that it is authorized to act as agent and shall tender the offer in the name of the principal.

B.3 Minimum Quantity (JAN 95)

The minimum offer quantity with the exception of line items 127, 131 through 139 shall be one (1) truckload (approximately 32, 000 pounds) unless a smaller amount is all that is available for that line item. The minimum offer quantity for line items 127 and 131 through 139 at the Warren, OH Depot shall be one (1) truckload (approximately 40,000 pounds) unless a smaller amount is all that is available for that line item. An offer for less than the minimum quantity may render the Offeror ineligible for award.

B.4 Late Submissions, Modifications, and Withdrawals of Offers (NOV 00)

- a. Offerors are responsible for submitting offers, and any revisions, and modifications, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. Offerors may use any transmission method authorized by the solicitation (i.e., regular mail, electronic commerce or facsimile).
- b. (1) Any offer, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the sale and—
 - (i) If it was transmitted through an electronic commerce method authorized by the solicitation, 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 offers; or
 - (ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (iii) It was the only offer received.
- (2) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- c. Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the installation on the offer 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 offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- e. Offers may be withdrawn by written notice at any time before award. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award. Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.
- f. Offerors may submit modifications to their offer at any time before closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- g. The Contracting Officer must promptly notify any offeror if its offer, modification, or revision was received late, and must inform the offeror whether its offer will be considered, unless contract award is imminent.

B.5 Facsimile Submissions (JUL 97)

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

- a. Definition: "Facsimile submission," as used in this Solicitation, means an offer, modification of an offer, or withdrawal of an offer that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- b. Offerors may submit facsimile submissions as responses to this Solicitation. These responses must arrive at the place, and by the time, specified in the Solicitation.
- c. Facsimile submissions that fail to furnish required representations or information, that reject any of the terms, conditions, and provisions of the Solicitation, that contain garbled information, or are otherwise incomplete, may be excluded from consideration.
- d. Facsimile submissions must contain the required signatures.
- e. The Government reserves the right to make award solely on the facsimile submission. However, if requested to do so by the Contracting Officer, the

apparently successful Offeror agrees to promptly submit the complete original signed submission.

- f. If the Offeror 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 Offeror to properly identify the submission.
 - (6) Illegibility of submission.
 - (7) Security of submission data.

B.6 Consideration of Offers (FEB 98)

- a. The Government reserves the right to --
 - (1) Reject any or all offers;
 - (2) Waive any informalities and minor irregularities in an offer;
 - (3) Award a quantity less than the quantity offered on at the unit price offered;
 - (4) Accept any one item or group of items in an offer, as may be in the best interest of the Government;
 - (5) Award quantities in excess of that stated as being available for sale.
- b. Offerors may submit multiple offers at various unit prices and may specify a maximum quantity.
- c. The Government may request specific pricing documentation to support the offer submitted. Failure to provide the documentation, if requested, may result in the Offeror being ineligible for award. Pricing data will be treated as proprietary and will not be released by the Government.
- d. "All or none" offers may not be considered.

B.7 Evaluation of Offers (MAR 98)

a. General - The evaluation factors are listed below in descending order of importance:

- (1) Unit price.
- (2) Payment terms.
- (3) Removal schedule.

All evaluation factors other than unit price, when combined, are significantly less important than unit price.

b. To be considered, offers must meet the following minimum requirements:

- (1) Submission of the information requested in Section **B.1**;
- (2) Submission of pricing which complies with the provisions of Section **B.6.c**;
- (3) Compliance with Section **B.6.d**.

c. Requests for payment terms will be considered only from offerors with a satisfactory performance and payment record with DNSC and a satisfactory current Dun & Bradstreet Report. The maximum acceptable payment term is Net 30 days.

B.8 Negotiation Procedures (JUL 97)

The Government intends to evaluate offers and award a contract after conducting discussions with all offerors whose offers have been determined to be within the competitive range. However, the Government reserves the right to award without discussions. Accordingly, offerors are advised to include their best possible terms in their initial offer.

If the Government determines that holding discussions is in its best interest, the following procedure will be utilized:

- a. **Competitive Range** - The competitive range shall be determined on the basis of price and other factors that are stated in the solicitation and will include all offers which comply with Section **B.7.b**. that have a reasonable chance of being selected for award. Offers not included in the competitive range will not be given further consideration.
- b. **Negotiations/Discussions** - Only offerors within the competitive range will be contacted to schedule the day and time for discussions to be conducted. Negotiations will be conducted only with the company official signing **Section I.1 Sale of Government Property Negotiated Sales Contract (JAN 01)** or a specifically authorized individual identified in **Section I.8 Authorized Negotiators (JUN 95)**. The content and extent of the discussions is a matter of the Contracting Officer's judgment, based on the particular facts of the sale and each offeror's initial offer.
- c. **Discussion Session** - Only one discussion session per offeror is intended. In order to facilitate meaningful discussions, offerors should:
 - (1) Be prepared to discuss:
 - A. Only those prices and terms included in the initial offer;

- B. Supporting documentation and justification for the derivation of prices offered;
- C. Payment terms;
- D. Removal schedule; and

(2) Arrange to have appropriate support personnel present during discussions, i.e., Purchasing, Marketing, etc.

d. Best and Final Offer Requests - At the conclusion of discussions, all offerors with which discussions were conducted will be requested to submit a best and final offer (BAFO). Oral requests for best and final offers will be confirmed in writing. Each individual BAFO request will include the following:

- (1) Notice that discussions are concluded;
- (2) Time and date by which BAFOs must be submitted;
- (3) Notice that BAFOs are subject to **Section B.4 Late Submissions, Modifications, and Withdrawals of Offers (MAR 98)**;
- (4) A record of negotiated issues and understandings between the Government and the offeror (as applicable);
- (5) A list of remaining questions/deficiencies (if any);
- (6) A caution to offerors to provide supporting documentation for any changes to their prior offers as revised during discussions; and
- (7) Notice that the Government intends to evaluate best and final offers and award a contract without further discussions.

e. Best and Final Offer Responses - BAFOs should strictly conform to the best and final offer request. If no response is received to the BAFO request, the initial offer will be considered as the best and final offer. Changes, which are not fully supported by documentation, may not be evaluated or considered.

f. Subsequent Discussions/BAFO Requests - Generally, only one best and final offer will be requested. After receipt of best and final offers, discussions will not be reopened unless the Government determines it is in its best interest to do so. If discussions are reopened, an additional request for best and final offers will be issued to all offerors still within the competitive range.

B.9 Disclosure of Information (DEC 97)

Proprietary or confidential information disclosed in offers/discussions/BAFOs will not be disclosed to the public or used by the Government except for evaluation purposes.

B.10 Responsibility Determination (JUN 95)

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

B.11 Contract Award (JUL 97)

A written award or acceptance of an offer signed by the Contracting Officer and furnished to a successful Offeror within the time specified for acceptance shall result in a binding contract incorporating all the terms and conditions of this Solicitation unless otherwise stated in the executed Section **I.1 Sale of Government Property Negotiated Sales Contract (JAN 01)**.

B.12 Unsuccessful Offerors (FEB 98)

The Contracting Officer will notify unsuccessful offeror(s) at the earliest practicable time of the basis for non-award.

SECTION C – INSPECTION (JUN 98)

- a. Offerors, or their designees at their expense, are encouraged to inspect material and take a grab sample, not to exceed one (1) pound. The Government does not warrant any samples to be representative of the entire pile of graphite being offered for sale.
- b. Requests for an appointment to sample the material at the depots listed in Section J.2 STORAGE LOCATION (FEB 01) must be made in writing or by facsimile submission on company letterhead to the Point of Contact identified in Section J.2, at least (10) working days prior to the date of the requested inspection. Requests shall include the name and title of each individual wishing to visually inspect the material. Offerors will be notified by telephone of the date the material will be available for inspection. The Government reserves the right to limit the number of individuals granted access to the depots.
- c. Offerors, their agents and representatives shall comply at all times with the rules of the storage location.

SECTION D - PAYMENT

D.1 Payment (FEB 98)

- a. Payment shall be made in U.S. dollars.
- b. Payment shall be made by wire transfer, U.S. Postal Service money order, or company or bank check.
 - (1) Wire transfer payment shall be made in accordance with instructions in **Section J.5**. Fees for wire transfers are the responsibility of the Contractor. If payment is by wire transfer and the wrong account number is used, shipment of material may be delayed by up to one week or the wire transfer may be returned to the sender.
 - (2) All checks must be drawn on a U.S. domestic bank or on the United States branch of an acceptable foreign bank and must be payable in United States currency. **A service charge of \$100.00 will be applied to all returned checks.**
- c. Payment shall be made to the **Defense Finance and Accounting Service - Columbus (DFAS-Columbus)**. If a check is not made payable to DFAS-Columbus, the check may be returned and the \$100.00 fee stated in **D.1.b.** 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 4616 (Mail) or Suite 4528 (Hand Delivered)
Fort Belvoir, VA 22060-6223

- d. Invoices issued for adjustments for variations in quantity or weight, storage charges, or interest shall be paid promptly.
- e. If payment is not made in full within 30 calendar days of issuance of an invoice, the Government will issue a "demand" letter, demanding payment of the outstanding amount. If all moneys due are not paid within 30 calendar days after the date of the Government's demand letter, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be released until all delinquent charges are paid. (See Sections **F.1.a.** and **G.10.**)

D.2 Payment Due Date (JUL 97)

- a. Unless otherwise specified in the contract, payment shall be made before shipment of material and before the time specified in the executed Section **I.1 Sale of Government Property Negotiated Sales Contract (JAN 01)**. If payment is not received by 11:00 a.m., local time, on the payment due date, payment will not be credited until the next Government business day. Interest and storage charges will accrue accordingly.
- b. In the event the payment due date falls on a Saturday, Sunday, or holiday, then the payment due date will be extended to the next Government business day.

D.3 Interest (JUL 97)

- a. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph **b.**, below.
- b. Amounts shall be due at the earliest of the following dates:
 - (1) The final day of the contract period specified in Section **I.1 Sale of Government Property Negotiated Sales Contract (JAN 01)**; or
 - (2) The date of the first written demand for payment under the contract.

SECTION E - REMOVAL

E.1 Removal of Material (FEB 98)

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

Quantity (Unit)	Contract period in Calendar Days
32,000 - 240,000	30
240,000 - 480,000	60
480,001 - and over	90

- b. If the Contractor fails to pay for and remove the material in accordance with the schedule specified in the contract, the Contractor will be considered delinquent and no material will be shipped until payment has been made.
- c. The contract period includes Saturdays, Sundays, and holidays. If the last day of the contract period is a Saturday, Sunday, or holiday, or the storage location is otherwise closed that day, the period of contract performance will be extended to the next Government workday.

E.2 Storage Charges (JUL 97)

- a. Storage charges shall be assessed on all material remaining after the last day of the contract period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in Section **G.7** Default of the Solicitation.
- b. The storage charge is the greater of the following: (1) \$.005 per pound for each 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 (JUN 97)

- a. Delivery is F.O.B. carrier's conveyance. At least **10 working days** prior to the date shipment is required to commence the Contractor shall furnish to the designated depot commercial bills of lading. Simultaneously the Contractor shall complete and fax the form in Section **J.3 Shipping Instructions (JAN 01)** to the Contracting Officer. The Government will only accept shipping instructions from those individuals designated in Section I.8 as being authorized to release material on behalf of the Contractor. **No material will be released until all outstanding delinquent charges and payments have been satisfied.**
- b. "Shipping Instructions" shall include the following:
 - (1) Quantity of material to be released.
 - (2) Designation of type and kind of conveyance.
 - (3) Name of the carrier (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.2.
- d. If outloading is to be accomplished by truck the Government will provide lumber and nails from available depot stock if requested by the Contractor's designee/driver. The Contractor's designee shall perform any necessary procedure(s) to ensure the cargo is safely secured prior to leaving the depot. The Government will not block, chock, brace, lash, band, or in any manner secure the cargo on the Contractor's conveyance(s). The designee shall witness the loading. Any expenses over and above those normally incurred by the Government to meet the public carrier's requirements for loading like materials will be at the expense of the Contractor.
- e. If outloading is to be accomplished by rail, the Government will provide materials and will block, chock, brace, and/or band as necessary to secure the cargo. The Government will not be responsible for demurrage charges.
- f. The Contractor, its agent and employees shall comply with all applicable rules at the storage depot; Federal, state and local load limitations; and all safety, health, and environmental requirements.

- g.** Requests for shipment shall be for a minimum of 32,000 and 40,000 as stated in Section B.3 Minimum Quantity (JAN 95). Shipping instructions and information requested in paragraph **a.**, above, are to be furnished to the following address:

Defense National Stockpile Center-C
ATTN: (GRAPHITE) Contracting Officer
8725 John J. Kingman Road
Suite 4616 (Mail) or Suite 4528 (Hand delivered)
Ft. Belvoir, VA 22060-6223
Facsimile Number: (703) 767-5484

- h.** The Government shall determine the order in which the material is scheduled, coordinated, and outloaded.

F.2 Insurance Requirements (APR 95)

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

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

F.3 Weighing (JAN 95)

- a.** No outweighing of material will be performed by the Government. The Government weights of record shall govern. The Contractor may elect to have a representative present to witness the outloading.
- b.** Weight certificates shall be provided at the expense of the Government. Outbound Storage Reports will be issued by the Government and will be final for payment purposes.
- c.** In the event that any broken containers are detected at time of shipment, these will be overpackaged by the Government at the Government's expense prior to outloading. If

no loss is discernible, the weight of record with the Government shall govern for that item and shall be final for payment.

F.4 Weight Discrepancy (JAN 95)

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

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

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

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

The Government reserves the right to vary the quantity or weight delivered by 2% from the quantity or weight listed in the 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.7 Environmental Protection (JUN 95)

a. Transportation Requirements

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

b. Material Safety Data Sheets

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

c. Use and Disposition

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

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

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Amendments and Modifications (JAN 95)

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

G.2 Title (JAN 98)

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

G.3 Risk of Loss (JAN 98)

- a. Prior to the date specified for removal, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.
- b. After the date specified for removal, or any extension approved in writing by the Contracting Officer, all risk of loss, damage, or destruction from any cause whatsoever, shall be borne by the Contractor.

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

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

G.5 Agency Protests (FEB 00)

Companies protesting any resultant sale under this solicitation may file a protest 1) with the Contracting Officer (see paragraph d.1), or 2) with the General Accounting Office (see paragraph d.3), or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the Contracting Officer (see paragraph d.2). Protests filed with the activity should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." (This process allows for a higher level decision on the initial protest; it is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

PROCEDURES FOR FILING PROTESTS

a. Protests Based on Alleged Solicitation Improprieties

Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals. In sales conducted on the basis of competitive proposals, alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into the solicitation must be protested not later than the next closing time for receipt of proposals following the incorporation.

b. Other Protests

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

c. Service of Protest

- (1) Protests for decision by the Contracting Officer shall be served in writing at the following address:

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

- (2) Protests for decision at a level above the Contracting Officer shall be served in writing at the following address:

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

- (3) Protests for decision by the GAO shall be filed in writing 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 such protest shall be received by the Contracting Officer at the address in paragraph d.1, above, within one day of filing the protest.

G.6 Disputes (FEB 01)

- a. This contract is subject to the Contract Disputes Act of 1978 (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. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph **d.(2)** below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this paragraph, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d.
 - (1) A claim by the Contractor shall be made in writing and 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 by written decision of the Contracting Officer.
 - (2) 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 a 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 (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- i. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

G.7 Default (FEB 01)

- a. (1) The Government may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -
 - (i) Make payment and remove the material within the time specified in this contract or any extension;
 - (ii) Remove the material within the time specified in this contract irrespective of whether or not payment has been made;
 - (iii) Make progress, so as to endanger performance of this contract; or
 - (iv) Perform any of the other provisions of this contract.
- (2) The Government's right to terminate this contract under (1)(i) through (1)(iv) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure. If at any time prior to the expiration of this contract, the Contractor makes it clear either by words, actions or circumstances, that the Contractor is unwilling or unable to perform under this contract, the Government shall not be required to furnish the Contractor notice specifying a failure under this contract, prior to exercising its right to terminate this contract for default and seek damages.
- (3) Upon the Contractor's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Contractor shall lose all right, title and interest which it might otherwise have acquired in and to the material as to which a default has occurred.

- b. If the Government terminates the contract, the Contractor shall be held liable for damages as described below. However, in no event will damages exceed the original contract price.
- c. If the Government terminates the contract for default, it may subsequently resell the material for the Contractor's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Contractor the difference between the contract price and the price obtained on resale. In no event will the Contractor be refunded any money if the Government obtains a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not succeed in reselling the material within 12 months, the Contractor may be held liable for the full contract price for the quantity of material on which the default has occurred. In order to calculate the Government's damages on contracts where the contract price is determined on a formula-price basis, the Government will establish the contract price for the quantity of material on which the default has occurred as follows: Using the pricing mechanism set forth in Section **I.1 Sale of Government Property Negotiated Sales Contract (JAN 01)**, the Government will set the price as though the material had been priced on the last day of the contract period or the date of the termination notice, whichever is earlier.
- d. 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 outloading of the material from the storage location from which it is to be shipped. The Contractor shall notify the Contracting Officer, in writing, within ten (10) calendar days when the excusable delay condition ceases to exist.

G.10 Setoff of Funds (JUL 98)

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

G.11 Indemnification Agreement (JUN 96)

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

G.12 Covenant Against Contingent Fees (JAN 95)

- a. The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- b. "Bona fide agency," as used in this paragraph, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

- c.** "Bona fide employee," as used in this paragraph, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- d.** "Contingent fee," as used in this paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- e.** "Improper influence," as used in this paragraph, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

SECTION H - DEFINITIONS (NOV 00)

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

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

SECTION I - SUBMITTALS

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

- I.1 Sale of Government Property Negotiated Sales Contract (JAN 01)**
- I.2 Item Offer Page - DLA-GRAPHITE-003 (JAN 01)**
- I.3 Certificate of Independent Price Determination (JAN 01)**
- I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JAN 01)**
- I.5 Type of Business Organization (APR 96)**
- I.6 Clean Air and Water Certification (JUN 95)**
- I.7 Authorized Negotiators (JUN 95)**
- I.8 Persons Authorized to Request Shipment of Material (FEB 98)**
- I.9 Offeror's Billing Address (NOV 00)**

I.1 Sale of Government Property Negotiated Sales Contract (JAN 01)

SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT		CONTRACT NUMBER SP0833-01-5-		PAGE of Pages	
<p>This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting Officer executing this contract and the Contractor below identified. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of the Solicitation. In the event of a conflict between the terms of the Solicitation and this Negotiated Sales Contract, the terms of the Negotiated Sales Contract govern.</p>					
ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY (No. of Unit(s))	UNIT	UNIT PRICE	AMOUNT
<p>Page 1</p>					
CONTRACT REMOVAL PERIOD EXPIRES ON:					
EXECUTION BY CONTRACTOR			EXECUTION BY GOVERNMENT		
DATE (Day, Month, Year)		BY: UNITED STATES OF AMERICA		DATE:	
NAME OF CONTRACTOR					
ADDRESS (Street, City, State & Zip Code) (Type or Print)		NAME AND TITLE OF CONTRACTING OFFICER			
Telephone Number:		<hr/> Contracting Officer DNSC-C			
Facsimile Number:					
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under signature)					

I.2 ITEM OFFER PAGE (OCT 00)

ITEM	LOCATION	LOT NUMBER	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	QUANTITY OFFERED	UNIT PRICE (LBS)	TOTAL
160	NEW HAVEN,IN	1	99.23	LUMP	56,000			
161	NEW HAVEN,IN	1	98.17	LUMP	56,000			
162	NEW HAVEN,IN	1	97.37	LUMP	51,879			
163	NEW HAVEN,IN	1	98.35	LUMP	56,000			
164	NEW HAVEN,IN	SWEEPINGS	98.35	LUMP/ SWEE PINGS	4,121			
165	NEW HAVEN,IN	1	97.42	LUMP	56,000			
166	NEW HAVEN,IN	1	98.63	LUMP	112,000			
167	NEW HAVEN,IN	1	98.63	LUMP	56,000			
168	NEW HAVEN,IN	1	98.30	LUMP	56,000			
169	NEW HAVEN,IN	9	98.98	LUMP	55,776			
170	NEW HAVEN,IN	9	97.93	LUMP	112,000			
171	NEW HAVEN,IN	9	98.23	LUMP	55,648			
172	NEW HAVEN,IN	SWEEPINGS	98.23	LUMP/ SWEE PINGS	352			
173	NEW HAVEN,IN	801	97.27	LUMP	56,000			
174	NEW HAVEN,IN	COLUMBO 11	97.38	LUMP	56,000			
175	NEW HAVEN,IN	COLUMBO 146	97.13	LUMP	112,000			
176	NEW HAVEN,IN	COLUMBO 131	97.77	LUMP	112,000			
177	NEW HAVEN,IN	COLUMBO 172	98.13	LUMP	56,000			
178	NEW HAVEN,IN	COLUMBO 149	98.13	LUMP	56,000			
179	NEW HAVEN,IN	COLUMBO 4	97.51	LUMP	56,000			
180	NEW HAVEN,IN	COLUMBO 2	97.85	LUMP	56,000			
181	NEW HAVEN,IN	COLUMBO 17	97.51	LUMP	56,000			
182	NEW HAVEN,IN	COLUMBO 2	97.91	LUMP	84,000			
183	NEW HAVEN,IN	COLUMBO 6	97.75	LUMP	56,000			
184	NEW HAVEN,IN	COLUMBO 191	98.21	LUMP	56,000			
		DEPOT TOTAL			1,539,776			

Material Packaged in Burlap Bags in Box Pallets

Initials and Date _____

ITEM	LOCATION	LOT NUMBER	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	QUANTITY OFFERED	UNIT PRICE (LBS)	TOTAL
131	WARREN,OH	00L	99.30	*LUMP SWEEPIN G	4,209			
132	WARREN,OH	00L	99.30	*LUMP	598,560			
133	WARREN,OH	22	97.48	**LUMP	55,776			
134	WARREN,OH	5259	97.50	**LUMP	16,128			
135	WARREN,OH	7258	97.50	**LUMP	56,000			
137	WARREN,OH	SP35	97.16	**LUMP	56,000			
139	WARREN,OH	SP8	97.10	**LUMP	55,552			
		DEPOT TOTAL			1,042,225			

* MATERIAL PACKAGED IN 55-GALLON RUMS ON PALLETS

**MATERIAL PACKAGED IN BURLAP BAGS IN PALLETS

ITEM	LOCATION	LOT NUMBER	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	QUANTITY OFFERED	UNIT PRICE (LBS)	TOTAL
140	SOMERVILLE,NJ	UNKNOWN	98.28	LUMP	498,176			
141	SOMERVILLE,NJ	VAR	UNKNOWN	LUMP	1,852,575			
142	SOMERVILLE,NJ	VAR	UNKNOWN	LUMP	989,357			
143	SOMERVILLE,NJ	UNKNOWN	UNKNOWN	LUMP SWEEPIN G	1,173			
144	SOMERVILLE,NJ	UNKNOWN	96.93	LUMP	106,555			
		DEPOT TOTAL			3,447,836			

Material Packaged in 55 Gallon Drums on Pallets

ITEM	LOCATION	LOT NUMBER	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	QUANTITY OFFERED	UNIT PRICE (LBS)	TOTAL
145	BATON ROUGE, LA	UNKNOWN	98.23	LUMP	2,397,372			
		DEPOT TOTAL			2,397,372			

Material Packaged in 55 Gallon Drums on Pallets

ITEM	LOCATION	LOT NUMBER	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	QUANTITY OFFERED	UNIT PRICE (LBS)	TOTAL
127	WARREN,OH	NONE	UNKNOWN	CRYSTAL FLAKES FINES	269,861			
187	WARREN,OH	NONE	UNKNOWN	CRYSTAL FINE	15,064			
		DEPOT TOTAL			284,925			

Initial and date _____

ITEM	LOCATION	LOT NUMBER	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	QUANTITY OFFERED	UNIT PRICE (LBS)	TOTAL
102	SOMMERVILLE, NJ	NONE	UNKNOWN	CRYSTAL FLAKES FINES	7,129,415			
		DEPOT TOTAL			7,129,415			

ITEM	LOCATION	LOT NUMBER	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	QUANTITY OFFERED	UNIT PRICE (LBS)	TOTAL
54	NEW HAVEN,IN	NONE	82.00	FINES	1,036,506			
118	NEW HAVEN,IN	NONE	UNKNOWN	FINES	2,919			
		DEPOT TOTAL			1,039,425			

ITEM	LOCATION	LOT NUMBER	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	QUANTITY OFFERED	UNIT PRICE (LBS)	TOTAL
146	BINGHAMTON,NY	1	97.73	LUMP	111,890			
147	BINGHAMTON,NY	1	98.27	LUMP	112,359			
148	BINGHAMTON,NY	1	98.16	LUMP	112,125			
149	BINGHAMTON,NY	1	97.86	LUMP	140,833			
150	BINGHAMTON,NY	SWEEPING S	98.59	LUMP	112,250			
151	BINGHAMTON,NY	1	97.86	LUMP	140,045			
152	BINGHAMTON,NY	1	98.31	LUMP	112,344			
153	BINGHAMTON,NY	1	97.64	LUMP	111,944			
154	BINGHAMTON,NY	1	97.11	LUMP	73,868			
155	BINGHAMTON,NY	9	97.49	LUMP	112,002			
156	BINGHAMTON,NY	9	97.12	LUMP	55,935			
157	BINGHAMTON,NY	9	97.90	LUMP	696,785			
158	BINGHAMTON,NY	SWEEPING S	97.86	LUMP	55,993			
159	BINGHAMTON,NY	801	97.87	LUMP	55,915			
		DEPOT TOTAL			2,004,288			

Material Packaged in 55 Gallon Drums on Pallets

*Item # 157 – Lot # 004 – 370 pallets have been treated w/ preservatives

Initials and date

ITEM	LOCATION	LOT UNKNOWN	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	QUANTITY OFFERED	UNIT PRICE (LBS)	TOTAL
185	SCOTIA,NY*	UNKNOWN	97.70-97.87	LUMP	281,729			
		DEPOT TOTAL			281,729			

*Material Packaged in 55-Gallon Drums on Pallets

ITEM	LOCATION	LOT UNKNOWN	GRADE	TYPE	QUANTITY (LBS)	QUANTITY OFFERED	UNIT PRICE (LBS)	TOTAL
188	SCOTIA,NY*	UNKNOWN	UNKNOWN	CRYSTAL FLAKE	40,250			
		DEPOT TOTAL			40,250			

INITIALS AND DATE BLOCKS

COMPANY NAME:

DATE:

NAME AND TITLE OF AUTHORIZED COMPANY

OFFICIAL: _____

SIGNATURE:

TELEPHONE NUMBER;

FACSIMILE:

I.3 Certificate of Independent Price Determination (JAN 2001)

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

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

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

I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JAN 2001)

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

manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

- (3) If the Offeror answers affirmatively to **(a)(1)**, above, the Offeror shall include in its offer an explanation of the circumstances, including the outcome.

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

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

I.5 Type of Business Organization (APR 96)

The Offeror represents that--

- a. It operates as a corporation incorporated under the laws of the State of _____, an individual, a partnership, a nonprofit organization, or a joint venture.

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

I.6 Clean Air and Water Certification (JUN 95)

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

I.7 Authorized Negotiators (JUN 95)

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

Name

Title Telephone

Name

Title Telephone

SECTION J - LIST OF ATTACHMENTS

J.1 GRAPHITE ANALYSES

J.2 STORAGE LOCATIONS

J.3 SHIPPING INSTRUCTIONS (JAN 2001)

J.4 MATERIAL SAFETY DATA SHEET

J.5 FEDWIRE PROCEDURES

J.1 GRAPHITE ANALYSIS

ITEM	LOCATION	LOT NUMBER	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	DESCRIPTION
160	NEW HAVEN,IN	1	99.23	LUMP	56,000	NAT CEY & AMORPH LUMP
161	NEW HAVEN,IN	1	98.17	LUMP	56,000	NAT CEY & AMORPH LUMP
162	NEW HAVEN,IN	1	97.37	LUMP	51,879	NAT CEY & AMORPH LUMP
163	NEW HAVEN,IN	1	98.35	LUMP	56,000	NAT CEY & AMORPH LUMP
164	NEW HAVEN,IN	SWEEPINGS	98.35	LUMP/ SWEE PINGS	4,121	NAT CEY & AMORPH LUMP
165	NEW HAVEN,IN	1	97.42	LUMP	56,000	NAT CEY & AMORPH LUMP
166	NEW HAVEN,IN	1	98.63	LUMP	112,000	NAT CEY & AMORPH LUMP
167	NEW HAVEN,IN	1	98,63	LUMP	56,000	NAT CEY & AMORPH LUMP
168	NEW HAVEN,IN	1	98.30	LUMP	56,000	NAT CEY & AMORPH LUMP
169	NEW HAVEN,IN	9	98.98	LUMP	55,776	NAT CEY & AMORPH LUMP
170	NEW HAVEN,IN	9	97.93	LUMP	112,000	NAT CEY & AMORPH LUMP
171	NEW HAVEN,IN	9	98.23	LUMP	55,648	NAT CEY & AMORPH LUMP
172	NEW HAVEN,IN	SWEEPINGS	98.23	LUMP/ SWEE PINGS	352	NAT CEY & AMORPH LUMP
173	NEW HAVEN,IN	801	97.27	LUMP	56,000	NAT CEY & AMORPH LUMP
174	NEW HAVEN,IN	COLUMBO 11	97.38	LUMP	56,000	NAT CEY & AMORPH LUMP
175	NEW HAVEN,IN	COLUMBO 146	97.13	LUMP	112,000	NAT CEY & AMORPH LUMP
176	NEW HAVEN,IN	COLUMBO 131	97.77	LUMP	112,000	NAT CEY & AMORPH LUMP
177	NEW HAVEN,IN	COLUMBO 172	98.13	LUMP	56,000	NAT CEY & AMORPH LUMP
178	NEW HAVEN,IN	COLUMBO 149	98.13	LUMP	56,000	NAT CEY & AMORPH LUMP
179	NEW HAVEN,IN	COLUMBO 4	97.51	LUMP	56,000	NAT CEY & AMORPH LUMP
180	NEW HAVEN,IN	COLUMBO 2	97.85	LUMP	56,000	NAT CEY & AMORPH LUMP
181	NEW HAVEN,IN	COLUMBO 17	97.51	LUMP	56,000	NAT CEY & AMORPH LUMP
182	NEW HAVEN,IN	COLUMBO 2	97.91	LUMP	84,000	NAT CEY & AMORPH LUMP

183	NEW HAVEN,IN	COLUMBO 6	97.75	LUMP	56,000	NAT CEY & AMORPH LUMP
184	NEW HAVEN,IN	COLUMBO 191	98.21	LUMP	56,000	NAT CEY & AMORPH LUMP
		DEPOT TOTAL			1,539,776	

Material Packaged in Burlap Bags in Box Pallets

ITEM	LOCATION	LOT NUMBER	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	DESCRIPTION
131	WARREN,OH	00L	99.30	*LUMP SWEEPING	4,209	NAT CEY & AMORPH LUMP
132	WARREN,OH	00L	99.30	*LUMP	798,5600	NAT CEY & AMORPH LUMP
133	WARREN,OH	22	97.48	**LUMP	55,776	NAT CEY & AMORPH LUMP
134	WARREN,OH	5259	97.50	**LUMP	16,128	NAT CEY & AMORPH LUMP
135	WARREN,OH	7258	97.50	**LUMP	56,000	NAT CEY & AMORPH LUMP
137	WARREN,OH	SP35	97.16	**LUMP	56,000	NAT CEY & AMORPH LUMP
139	WARREN,OH	SP8	97.10	**LUMP	55,552	NAT CEY & AMORPH LUMP
		DEPOT TOTAL			1,043,417	

* MATERIAL PACKAGED IN 55-GALLON RUMS ON PALLETS

**MATERIAL PACKAGED IN BURLAP BAGS IN PALLETS

ITEM	LOCATION	LOT NUMBER	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	DESCRIPTION
140	SOMERVILLE,NJ	UNKNOWN	98.28	LUMP	498,176	NAT CEY & AMORPH LUMP
141	SOMERVILLE,NJ	VAR	UNKNOWN	LUMP	1,852,575	NAT CEY & AMORPH LUMP
142	SOMERVILLE,NJ	VAR	UNKNOWN	LUMP	989,357	NAT CEY & AMORPH LUMP
143	SOMERVILLE,NJ	UNKNOWN	UNKNOWN	LUMP SWEEPING	1,173	NAT CEY & AMORPH LUMP
144	SOMERVILLE,NJ	UNKNOWN	96.93	LUMP	106,555	NAT CEY & AMORPH LUMP
		DEPOT TOTAL			3,447,836	

Material Packaged in 55 Gallon Drums on Pallets

ITEM	LOCATION	LOT NUMBER	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	DESCRIPTION
145	BATON ROUGE, LA	UNKNOWN	98.23	LUMP	2,397,372	NAT CEY & AMORPH LUMP
		DEPOT TOTAL			2,397,372	

Material Packaged in 55 Gallon Drums on Pallets

ITEM	LOCATION	LOT NUMBER	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	DESCRIPTION
127	WARREN,OH	NONE	UNKNOWN	CRYSTAL FLAKES FINES	269,861	NAT CEY & AMORPH LUMP
187	WARREN,OH	NONE	UNKNOWN	CRYSTAL FINE	15,064	NAT CEY & AMORPH LUMP
		DEPOT TOTAL			284,925	

ITEM	LOCATION	LOT NUMBER	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	DESCRIPTION
102	SOMMERVILLE, NJ	NONE	UNKNOWN	CRYSTAL FLAKES FINES	7,129,415	GRAPHITE MALAG CRYSTAL FINES
		DEPOT TOTAL			7,129,415	

ITEM	LOCATION	LOT NUMBER	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	DESCRIPTION
54	NEW HAVEN,IN	NONE	82.00	FINES	1,036,506	GRAPHITE MALAG CRYSTAL FINES
118	NEW HAVEN,IN	NONE	UNKNOWN	FINES	2,919	GRAPHITE MALAG CRYSTAL FINES
		DEPOT TOTAL			1,039,425	

ITEM	LOCATION	LOT NUMBER	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	DESCRIPTION
146	BINGHAMTON,NY	1	97.73	LUMP	111,890	NAT CEY & AMORPH LUMP
147	BINGHAMTON,NY	1	98.27	LUMP	112,359	NAT CEY & AMORPH LUMP
148	BINGHAMTON,NY	1	98.16	LUMP	112,125	NAT CEY & AMORPH LUMP
149	BINGHAMTON,NY	1	97.86	LUMP	140,833	NAT CEY & AMORPH LUMP
150	BINGHAMTON,NY	SWEEPINGS	98.59	LUMP	112,250	NAT CEY & AMORPH LUMP
151	BINGHAMTON,NY	1	97.86	LUMP	140,045	NAT CEY & AMORPH LUMP
152	BINGHAMTON,NY	1	98.31	LUMP	112,344	NAT CEY & AMORPH LUMP
153	BINGHAMTON,NY	1	97.64	LUMP	111,944	NAT CEY & AMORPH LUMP
154	BINGHAMTON,NY	1	97.11	LUMP	73,868	NAT CEY & AMORPH LUMP
155	BINGHAMTON,NY	9	97.49	LUMP	112,002	NAT CEY & AMORPH LUMP
156	BINGHAMTON,NY	9	97.12	LUMP	55,935	NAT CEY & AMORPH LUMP
157	BINGHAMTON,NY	9	97.90	LUMP	696,785	NAT CEY & AMORPH LUMP
158	BINGHAMTON,NY	SWEEPINGS	97.86	LUMP	55,993	NAT CEY & AMORPH LUMP

159	BINGHAMTON,NY	801	97.87	LUMP	55,915	NAT CEY & AMORPH LUMP
		DEPOT TOTAL			2,004,288	

Material Packaged in 55 Gallon Drums on Pallets

*Item # 157 – Lot # 004 – 370 pallets have been treated w/ preservatives

ITEM	LOCATION	LOT UNKNOWN	GRADE MIN CARBON	TYPE	QUANTITY (LBS)	DESCRIPTION
185	SCOTIA,NY*	UNKNOWN	97.70-97.87	LUMP	281,729	NAT CEY & AMORPH LUMP
		DEPOT TOTAL			281,729	

*Material Packaged in 55-Gallon Drums on Pallets

ITEM	LOCATION	LOT UNKNOWN	GRADE	TYPE	QUANTITY (LBS)	DESCRIPTION
188	SCOTIA,NY*	UNKNOWN	UNKNOWN	CRYSTAL FLAKE	40,250	GRAPHITE MALAG CRYSTAL FINES
		DEPOT TOTAL			40,250	

J. 2 STORAGE LOCATIONS (FEB 01)

DLA-GRAPHITE-003

Defense Logistics Agency
Defense National Stockpile Center
ATTN: Robert Clark
8725 John J. Kingman Road Suite 4617
Ft. Belvoir, VA. 22060-6223
Telephone Number: (703) 767-7614
Facsimile Number: (703) 767-7608

LOCATION	AVAILABLE HOURS	OUTLOADING	TRANSPORATION
BATON ROUGE, LA	07:00 – 14:30	Monday - Friday	Truck
BINGHAMTON, NY	07:00 – 14:30	Monday - Friday	Truck/Rail
NEW HAVEN, IN	07:30 – 14:30	Monday - Friday	Truck/Rail
SCOTIA, NY	08:00 – 14:30	Monday - Friday	Truck
SO MERVILLE, NJ	07:00 - 15:00	Monday - Friday	Truck/Rail
WARREN, OH	07:00 – 15:00	Monday - Friday	Truck/Rail

Shipping Request Number: _____

J.3 Shipping Instructions (JAN 2001)

1. a. Contractor: _____

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

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

3. Item/Pile: _____

4. Depot: _____

5. a. Quantity: _____

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

6. Shipping Method: _____

7. a. Carrier Name: _____

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

8. Date Shipment Desired: _____

9. Ship To: _____

10. Minimum Load: _____

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

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

13. Copy of Payment Attached: Yes No

14. Remarks: _____

15. Contractor's Signature: _____

Date

Telephone

16. Shipment Approved and Authorized: _____

Contracting Officer

Date

J.4 MATERIAL SAFETY DATA SHEET

DLA10560

SECTION 1 **CHEMICAL PRODUCT AND COMPANY IDENTIFICATION**

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

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

SUBSTANCE: GRAPHITE

TRADE NAMES / SYNONYMS :

BLACK LEAD; MINERAL CARBON; PLUMBAGO; PLUMBAGO (GRAPHITE) ; NATURAL GRAPHITE; DRY GRAPHITE LUBRICANT (JOSEPH DIXON CRUCIBLE CO.) ; GRAPHITE, NATURAL; CRAYON NOIR; CARBOFLEX (ASHLAND PETROLEUM) ; C.I. 77265; C.I. PIGMENT BLACK 10; C; DLA10560; RTECS MD9659600

CHEMICAL FAMILY: non-metallic

CREATION DATE: Jul 011992

REVISION DATE: Sep 192000

SECTION 2 **COMPOSITION, INFORMATION ON INGREDIENTS**

COMPONENT: GRAPHITE
CAS NUMBER: 7782-42-5
EC NUMBER (EINECS) : 231-955-3
PERCENTAGE: >99.0

COMPONENT: QUARTZ
CAS NUMBER: 14808-60-7
EC NUMBER (EINECS) : 238-878-4
PERCENTAGE: <1.0

OTHER CONTAMINANTS:
MAY CONTAIN TRACES OF IRON, SILICON DIOXIDE.

SECTION 3 **HAZARDS IDENTIFICATION**

NFPA RATINGS (SCALE 0-4) : HEALTH= 1 FIRE=I REACTIVITY=0

EC CLASSIFICATION (CALCULATED) : Not determined.

EMERGENCY OVERVIEW:

PHYSICAL DESCRIPTION: Odorless, greasy-feeling, steel-gray to black hexagonal plates or powder.

MAJOR HEALTH HAZARDS: cancer hazard (in humans)

PHYSICAL HAZARDS: Dust/air mixtures may ignite or explode.

POTENTIAL HEALTH EFFECTS:

INHALATION:

SHORT TERM EXPOSURE: mild irritation

LONG TERM EXPOSURE: difficulty breathing, headache, lung congestion, lung damage, cancer

SKIN CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: no information on significant adverse effects

EYE CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: no information on significant adverse effects

INGESTION:

SHORT TERM EXPOSURE: no information on significant adverse effects
LONG TERM EXPOSURE: no information is available

CARCINOGEN STATUS:

OSHA: N

NTP: Y

IARC: Y

SECTION 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.

SECTION 5

FIRE FIGHTING MEASURES

FIRE AND EXPLOSION HAZARDS: Slight fire hazard. Dust/air mixtures may ignite or explode. Electrostatic charges may be generated by flow, agitation, etc. Dust/air mixtures may ignite or explode.

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. Do not scatter spilled material with high-pressure water streams. Dike for later disposal. Use extinguishing agents appropriate for surrounding fire. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

SECTION 6

ACCIDENTAL RELEASE MEASURES

WATER RELEASE:

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

OCCUPATIONAL RELEASE:

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

SECTION 7

HANDLING AND STORAGE

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

SECTION 8

EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS:

GRAPHITE:

15 mppcf OSHA TWA (respirable dust)

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

2 mg/m³ ACGIH TWA (respirable particulate) (all forms except graphite fibers)

2.5 mg/m³ NIOSH recommended TWA 10 hour (s) (respirable fraction)

1.5 mg/m³ DFG MAK (respirable particulate)

10 mg/m³ UK OES TWA (total particulate)

4 mg/m³ UK OES TWA (respirable particulate)

MEASUREMENT METHOD: Particulate filter; Gravimetric; NIOSH III # 0500, Nuisance Dust (total), # 0600 (respirable)

QUARTZ:

0.3 mg/m³ OSHA TWA (total particulate)

0.1 mg/m³ OSHA TWA (respirable particulate) 0.05 mg/m³ ACGIH TWA (respirable fraction)

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

0.3 mg/m³ UK MEL TWA (respirable particulate)

MEASUREMENT METHOD: Particulate filter; Low-temperature ashing; X-ray diffraction spectrometry; NIOSH III # 7500

VENTILATION: Provide local exhaust ventilation system. Ventilation equipment should be explosion-resistant if explosive concentrations of material are present. Ensure compliance with applicable exposure limits.

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

CLOTHING: Protective clothing is not required.

GLOVES: Protective gloves are not required, but recommended.

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

12.5 mg/m³

Any dust respirator.

25 mg/m³

Any dust respirator.

Any supplied-air respirator.

62.5 mg/m³

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

125 mg/m³

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

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

Any supplied-air respirator with a full facepiece.

Any self-contained breathing apparatus with a full facepiece. Any supplied-air respirator with a full facepiece. 1250 mg/m³

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

Escape -

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

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

For Unknown Concentrations or Immediately Dangerous to Life or Health - Any supplied-air respirator with full facepiece and operated in a pressure-demand or other positive-pressure mode in combination with a separate escape supply.

Any self-contained breathing apparatus with a full facepiece.

SECTION 9 **PHYSICAL AND CHEMICAL PROPERTIES**

PHYSICAL DESCRIPTION: Odorless, greasy-feeling, steel-gray to black hexagonal plates or powder.

MOLECULAR WEIGHT: 12.011

MOLECULAR FORMULA : C

BOILING POINT: Not applicable

MELTING POINT: Not available

SUBLIMATION POINT: 6602 F (3650 C)

VAPOR PRESSURE: Not applicable

VAPOR DENSITY: Not applicable

SPECIFIC GRAVITY (water=1) : 2.09-2.23 WATER SOLUBILITY: insoluble PH: Not applicable

VOLATILITY: Not applicable

ODOR THRESHOLD: Not available

EVAPORATION RATE: Not applicable

COEFFICIENT OF WATER/OIL DISTRIBUTION: NOT A

COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available SOLVENT SOLUBILITY:

Soluble: molten iron

Insoluble: acids, alkali

SECTION 10 **STABILITY AND REACTIVITY**

REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: Avoid heat, flames, sparks and other sources of ignition. Avoid contact with incompatible materials.

INCOMPATIBILITIES: halogens, oxidizing materials, metals, bases

GRAPHITE:

CHLORINE TRIFLUORIDE: Ignition. FLUORINE: Explosive reaction.

OXIDIZERS (STRONG) : Fire and explosion hazard. OXYGEN: Fire and explosion.

POTASSIUM (BURNING) : Explosion.

POTASSIUM PEROXIDE: Fire and explosion hazard.

HAZARDOUS DECOMPOSITION:

Thermal decomposition products: oxides of carbon

POLYMERIZATION: Will not polymerize.

SECTION 11 TOXICOLOGICAL INFORMATION

GRAPHITE:

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: heart or cardiovascular disorders, respiratory disorders, skin disorders and allergies

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 fig/kg intravenous-rat LDLo; 200 fig/kg intratracheal-rat LDLo; 40 fig/kg intravenous-mouse LDLo; 20 fig/kg intravenous-dog LDLo; 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

CARCINOGEN STATUS: NTP: Known Human Carcinogen; IARC: Human Sufficient Evidence, Animal Sufficient Evidence, Group 1; 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/m³ inhalation-rat TCLO/6 hour(s)-71 week(s) intermittent; 45 mg/kg intraperitoneal-rat TDLo; 90 mg/kg intravenous-rat TDLo; 90 mg/kg intrapleural-rat TDLo; 111 mg/kg intratracheal-rat TDLo; 100 mg/kg intratracheal-rat TDLo/19 week(s) intermittent; 900 mg/kg implant-rat TDLo; 4000 mg/kg implant-mouse TDLo; 83 mg/kg intrapleural-hamster TDLo; 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

MUTAGENIC DATA:

micronucleus test -human lung 40 ug/cm²; micronucleus test -hamster lung 160 ug/cm²

ADDITIONAL DATA: Smoking may enhance the toxic effects.

HEALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE:

GRAPHITE: Dust may be mildly irritating to the upper respiratory tract.

CHRONIC EXPOSURE:

GRAPHITE: Repeated inhalation of impure graphite for years may cause graphitosis, a progressive and disabling pneumoconiosis. It is unclear what role silica impurities play in the occurrence and severity of the disease. Exposed persons may be asymptomatic for years and then suddenly become disabled or may develop headache, cough, dyspnea, tightness in the chest, pain, depression, decreased appetite, black sputum, and digital clubbing. Pulmonary edema with severe alveolar hypoxia resulting in cor pulmonale with pulmonary hypertension, right ventricular hypertrophy, and venous congestion have been

reported following long exposure to graphite dust. Histopathological examinations have revealed scarring of the lungs, large cysts filled with black fluid, focal and diffuse fibrogenic changes with perifocal emphysema, fibrotic lesions characterized by interwoven bands of collagen in the lungs and bronchial lymph nodes, and widely scattered particles, spicules, and plates of graphite. Hydrothorax, pneumothorax, pleural thickening, and occasionally, pneumonitis may occur.

SKIN CONTACT:
ACUTE EXPOSURE:
GRAPHITE: No data available.

CHRONIC EXPOSURE:
GRAPHITE: Graphite has been reported to produce an allergic dermatitis in workers.

EYE CONTACT:
ACUTE EXPOSURE:
GRAPHITE: May cause slight mechanical irritation and discoloration of lids and conjunctiva. Large quantities may obstruct aqueous outflow mechanically.

CHRONIC EXPOSURE:
GRAPHITE: No data available.

INGESTION:
ACUTE EXPOSURE:
GRAPHITE: No data available.

CHRONIC EXPOSURE:
GRAPHITE: No data available.

SECTION 12 ECOLOGICAL INFORMATION

Not available

SECTION 13 DISPOSAL CONSIDERATIONS

Dispose in accordance with all applicable regulations.

SECTION 14 TRANSPORT INFORMATION

No classification assigned.

LAND TRANSPORT ADR/RID: No classification assigned.

AIR TRANSPORT IATA/ICAO: No classification assigned.

MARITIME TRANSPORT IMDG: No classification assigned.

SECTION 15 **REGULATORY INFORMATION**

U.S. REGULATIONS:

TSCA INVENTORY STATUS: Y

TSCA 12(b) EXPORT NOTIFICATION: Not listed. CERCLA SECTION 103 (40CFR302.4) : N

SARA SECTION 302 (40CFR355.30) : N SARA SECTION 304, (40CFR355.40) : N SARA

SECTION 313 (40CFR372.65) : N

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

CHRONIC: Y FIRE: N

REACTIVE: N

SUDDEN RELEASE: N

OSHA PROCESS SAFETY (29CFR1910.119) : N STATE REGULATIONS:

California Proposition 65: Y

Known to the state of California to cause the following:

Silica, crystalline {airborne particles of respirable size}

Cancer {Oct 01, 1988} EUROPEAN REGULATIONS :

EC NUMBER {EINECS} : 231-955-3

GERMAN REGULATIONS:

WATER HAZARD CLASS (WGK) : O {Official German Classification}

SECTION 16 **OTHER INFORMATION**

MSDS SUMMARY OF CHANGES

SECTION 4 FIRST AID MEASURES

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J.5 Fedwire Procedures

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

PROCEDURES FOR DEPOSIT SLIP(S) FOR FEDWIRE:

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

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