



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

IN REPLY
REFER TO:

DNOSC-C

January 13, 2006

AMENDMENT NO. 004
TO
STRATEGIC SUPPLY ALLIANCE FOR
TUNGSTEN ORES AND CONCENTRATES
UNDER
DLA-TUNGSTEN ORES AND CONCENTRATES-004

The above referenced Strategic Supply Alliance (SSA) for the sale of Tungsten Ores and Concentrates is hereby amended to update various sections of the Solicitation as follows:

1. All previous Amendments to the SSA (Amendment Nos. 001 through 003) are deleted in their entirety.
2. **Section A.5 Payment Terms (JAN 02)** of the SSA is deleted in its entirety.
3. Under **Section A** of the SSA add the following paragraphs:

A.8 Maximum Award Quantity

The maximum quantity awarded to any one company in any thirty (30) day period shall be approximately 100,000 pounds of contained tungsten (lbs W).

A.9 U.S. Department of Agriculture Wood Packaging Materials Regulations (DEC 05)

Wood packaging materials utilized in the storage and shipment of National Defense Stockpile materials, including, but not limited to, pallets, boxes, kegs, and dunnage lumber, do not meet the requirements of U.S. Department of Agriculture Regulations at 7 CFR 319.40. Stockpile wood packaging materials have not been heat treated or fumigated with methyl bromide and are not marked to indicate that they meet the requirements of these regulations. As a result, it will not be possible to import these wood packaging materials back into the United States or into some other countries.

4. SECTION D – PAYMENT

Delete this section in its entirety and replace with the following:

SECTION D – PAYMENT

D.1 Payment (OCT 05)

- a. Payment shall be made in U.S. dollars.
- b. Payment *for material* shall be made *only* by wire transfer (Fedwire). Payment for *adjustments for variations in quantity or weight of material shipped*, storage charges, interest, penalty charges, or administrative charges may be made by wire transfer, electronic funds transfer, or company or bank check. If payments for material (other than payments for adjustments for variations in quantity or weight) are made by electronic funds transfer or check, delays in shipment will result, and the payment may be returned to the sender.
- c. Payment by wire transfer (Fedwire).
 - (1) Wire transfer payment shall be made in accordance with instructions in **Section J.4**. Fees for wire transfers are the responsibility of the Contractor. Payment shall be accompanied by **identifying information including the contract number, invoice number (if applicable), and a description of the material purchased**.
 - (2) If wire transfer payment is not made in accordance with the instructions in **Section J.4**, or if identifying information is not provided, shipment of material may be delayed by up to one week, the wire transfer may be returned to the sender or a Contractor may incur charges if payments are delinquent.
- d. Payment by electronic funds transfer.
 - (1) Electronic funds transfer payment shall be made in accordance with instructions in **Section J.4**. Any fees for electronic funds transfers are the responsibility of the Contractor. Payment shall be accompanied by **identifying information including the contract number, invoice number, and a description of the material purchased**.
 - (2) If payment by electronic funds transfer is not made in accordance with the instructions in **Section J.4**, or if identifying information is not provided, payment may be returned to the sender and the Contractor may incur charges if payments are delinquent.
- e. Payment by company or bank check.
 - (1) 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.**

- (2) 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.e.(1)** charged. Payment shall be accompanied by **identifying information including the contract number, invoice number, and a description of the material purchased**. Check payments which do not have the required identification may be returned and the Contractor may incur charges if payments are delinquent. Check 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

- f. Invoices issued for adjustments for variations in quantity or weight, storage charges, interest, penalty charges, or administrative charges shall be paid promptly.
- g. If payment is not made in full within 30 calendar days of issuance of an invoice as specified in **D.1.f.**, 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.11.**)

D.2 Payment Due Date (MAY 05)

- a. Payment will be made before shipment of material and before the end of the contract period specified in the executed **Section J.1 Quote/Award Form**. If payment is not received by 2:00 p.m., local time Fort Belvoir, VA, on the payment due date, payment will not be credited until the next Government business day. Interest and penalty charges will accrue accordingly.
- b. In the event the payment due date falls on a Saturday, Sunday, or 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 **J.1 Quote/Award Form** (with or without the issuance of an invoice by the Government); or

- (2) The date of the first written demand for payment under the contract, including any demand resulting from a default termination, unless paid within 30 days of becoming due.

D.4 Penalty and Administrative Charges (MAY 04)

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

5. Under **Section F** of the SSA add the following paragraph:

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

The Government reserves the right to vary the quantity or weight delivered by 5% from the quantity or weight listed in the Agreement 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.

6. **Section G.11 Setoff of Funds (JUL 98)**

Delete this section in its entirety and replace with the following:

G.11 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.

7. **Section J.3 Material Safety Data Sheets**

Delete this section in its entirety and replace with the attached

Section J.3 Material Safety Data Sheet (JUN 05)

8. Section J.4 Fedwire Procedures (JAN 95)

Delete this section in its entirety and replace with the attached

Section J.4 Fedwire and Electronic Funds Transfer Procedures (OCT 05)

9. Except as provided herein, all other terms and conditions of DLA-TUNGSTEN ORES AND CONCENTRATES-004 remain unchanged and in full force and effect.

10. Quoters shall acknowledge receipt of this Amendment by signing in the space provided below and returning a copy of this form along with their quote to:

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

Failure to acknowledge receipt of this Amendment may result in the quoter being considered ineligible for award.

NAME OF FIRM: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

EMAIL: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____



MATERIAL SAFETY DATA SHEET

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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

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

SUBSTANCE: TUNGSTEN ORES AND CONCENTRATES (NON-RADIOACTIVE)

TRADE NAMES/SYNONYMS:

TUNGSTEN; WOLFRAM; TUNGSTEN ELEMENT; W; 00229908; RTECS YO7175000

CHEMICAL FAMILY: metal

CREATION DATE: May 30 2003

REVISION DATE: Jun 16 2005

2. COMPOSITION, INFORMATION ON INGREDIENTS

COMPONENT: TUNGSTEN
CAS NUMBER: 7440-33-7
EC NUMBER (EINECS): 231-143-9
PERCENTAGE: 100

3. HAZARDS IDENTIFICATION

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



EMERGENCY OVERVIEW:

COLOR: white to gray or black

PHYSICAL FORM: solid

MAJOR HEALTH HAZARDS: No significant target effects reported.

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

POTENTIAL HEALTH EFFECTS:

INHALATION:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: 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: irritation, nausea, vomiting

LONG TERM EXPOSURE: no information on significant adverse effects

CARCINOGEN STATUS:

OSHA: No

NTP: No

IARC: No

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 and explosion hazard in bulk form. Dust/air mixtures may ignite or explode.

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

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

6. ACCIDENTAL RELEASE MEASURES

OCCUPATIONAL RELEASE:

Collect spilled material in appropriate container for disposal.

7. HANDLING AND STORAGE

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

from incompatible substances.

HANDLING: Use methods to minimize dust.

8. EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS:

TUNGSTEN ORES AND CONCENTRATES (NON-RADIOACTIVE):

TUNGSTEN AND INSOLUBLE COMPOUNDS (as W):

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

10 mg/m³ OSHA STEL (vacated by 58 FR 35338, June 30, 1993)

5 mg/m³ ACGIH TWA

10 mg/m³ ACGIH STEL

5 mg/m³ NIOSH recommended TWA 10 hour(s)

10 mg/m³ NIOSH recommended STEL

5 mg/m³ UK WEL TWA

10 mg/m³ UK WEL STEL

MEASUREMENT METHOD: Particulate filter; Acid; Atomic absorption spectrometry; NIOSH III # 7074

TUNGSTEN ORE (WOLFRAMITE):

5 mg(W)/m³ ACGIH TWA

10 mg(W)/m³ ACGIH STEL (insoluble compounds)

1 mg(W)/m³ ACGIH TWA

3 mg(W)/m³ ACGIH STEL (soluble compounds)

5 mg(W)/m³ NIOSH recommended TWA 10 hour(s)

10 mg(W)/m³ NIOSH recommended STEL

MEASUREMENT METHOD: Particulate filter; Acid; Atomic absorption spectrometry; NIOSH III # 7074

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:

Tungsten (W)

50 mg/m³

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

Any supplied-air respirator.

Any self-contained breathing apparatus with a full facepiece.

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.

9. PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL STATE: solid

COLOR: white to gray or black

ODOR: Not available

MOLECULAR WEIGHT: 183.85

MOLECULAR FORMULA: W

BOILING POINT: 10220 F (5660 C)

MELTING POINT: 6134-6206 F (3390-3430 C)

VAPOR PRESSURE: Not applicable

VAPOR DENSITY: Not applicable

SPECIFIC GRAVITY (water=1): 19.35

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: nitric acid/hydrofluoric acid mixtures, fused sodium hydroxide/sodium nitrate, fused potassium hydroxide, sodium carbonate

Very Slightly Soluble: nitric acid, aqua regia, sulfuric acid

Insoluble: hydrogen fluoride, potassium hydroxide solutions

10. STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: None reported.

INCOMPATIBILITIES: acids, halogens, reducing agents, oxidizing materials, bases

TUNGSTEN:

ALKALI AND ALKALINE-EARTH METALS WITH HALOCARBONS: May explode with heat or on impact.

AQUA REGIA: Attacked superficially.

BROMINE PENTAFLUORIDE: Violent reaction and possible ignition.

BROMINE TRIFLUORIDE: Violent reaction.

CHLORINE TRIFLUORIDE: Violent reaction.

FLUORINE: Incandescent reaction.

HYDROGEN SULFIDE: Incandescent reaction.

IODINE PENTAFLUORIDE: Incandescent reaction when heated.

LEAD(IV) DIOXIDE: Incandescent reaction when heated.

NITRIC ACID: Attacked superficially.

NITRYL FLUORIDE: Incandescent reaction when heated.

OXIDIZERS (STRONG): Fire and explosion hazard.

OXYGEN DIFLUORIDE: Explodes at 400 C.

POTASSIUM DICHROMATE: Combustion attains a temperature of 1700 C in 0.1-0.2 seconds.

SODIUM PEROXIDE: Incandescent reaction when heated.

HAZARDOUS DECOMPOSITION:

Thermal decomposition products: miscellaneous decomposition products

POLYMERIZATION: Will not polymerize.

11. TOXICOLOGICAL INFORMATION

TUNGSTEN ORES AND CONCENTRATES (NON-RADIOACTIVE):

IRRITATION DATA:

500 mg/24 hour(s) skin-rabbit mild; 500 mg/24 hour(s) eyes-rabbit mild

TOXICITY DATA:

5 gm/kg intraperitoneal-rat LD50

ACUTE TOXICITY LEVEL: Insufficient Data.

REPRODUCTIVE EFFECTS DATA:

1210 ug/kg oral-rat TDLo 35 week(s) pre pregnancy continuous; 1160 ug/kg oral-rat TDLo 30 week(s) pre pregnancy/1-20 day(s) pregnant female continuous

HEALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE:

TUNGSTEN: May cause irritation and coughing.

CHRONIC EXPOSURE:

TUNGSTEN: Prolonged or repeated exposure has been reported to cause pulmonary fibrosis.

Intratracheal injection into the lungs of experimental animals revealed the metallic dust to be inert, with the only pulmonary effect being areas of pigmentation. One conflicting study found the dust to cause interstitial pneumonitis and bronchiolitis in guinea pigs after intratracheal injection of 50 mg a week for 3 weeks. After one year, slight residual lesions in the form of minor atrophic emphysema were present.

SKIN CONTACT:

ACUTE EXPOSURE:

TUNGSTEN: Application of 500 mg to the skin of rabbits caused mild irritation. May cause redness.

CHRONIC EXPOSURE:

TUNGSTEN: May cause dermatitis.

EYE CONTACT:

ACUTE EXPOSURE:

TUNGSTEN: Application of 500 mg to the eyes of rabbits caused mild irritation. May cause redness and conjunctivitis.

CHRONIC EXPOSURE:

TUNGSTEN: May cause conjunctivitis.

INGESTION:

ACUTE EXPOSURE:

TUNGSTEN: May cause nausea, vomiting, and irritation of the gastrointestinal tract.

CHRONIC EXPOSURE:

TUNGSTEN: When rats were fed 2%, 5% or 10% powdered tungsten in their diets, the females gained 15.4% less weight than the control females; there was no difference between tungsten-fed and control males. The sex specific effect was suggested to depend on metabolic utilization of foodstuffs. Reproductive effects have been reported in animals.

[12. ECOLOGICAL INFORMATION](#)

Not available

[13. DISPOSAL CONSIDERATIONS](#)

Dispose in accordance with all applicable regulations.

[14. TRANSPORT INFORMATION](#)

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.

[15. REGULATORY INFORMATION](#)

U.S. REGULATIONS:

CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4): Not regulated.

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: No

CHRONIC: No

FIRE: Yes
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: Not regulated.

CANADIAN REGULATIONS:

WHMIS CLASSIFICATION: Not determined.

EUROPEAN REGULATIONS:

EC CLASSIFICATION (CALCULATED): Not determined.

GERMAN REGULATIONS:

WATER HAZARD CLASS (WGK):

STATE OF CLASSIFICATION: VwVwS

CLASSIFICATION UNDER HAZARD TO WATER: 0

NATIONAL INVENTORY STATUS:

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

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

16. OTHER INFORMATION

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J.4 FEDWIRE AND ELECTRONIC FUNDS TRANSFER PROCEDURES (OCT 05, Rev.)**Fedwire (wire transfer)**

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

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

1. Bank Name, Location, and Routing Number.

Bank Name:	TREAS NYC
Location:	New York, NY
Routing Number:	021030004

2. Amount of funds to be transferred.

3. Beneficiary Name: 6355
DFAS/DNSC

4. Third Party Information – Contractor's Name, Commodity, and Contract Number.

NOTE:

Under Item 3, the number 6355 is the ALC = Agency Location Code (this is the same as account number)

Electronic Funds Transfer

The following information is required for payments made through electronic funds transfer.

1. Bank Name, Location, Bank Number, SWIFT Code, and Account Number.

Bank Name:	Mellon Bank
Location:	Pittsburgh, PA
Bank Number:	043000261
Bank SWIFT Code:	MELNUS3P
Account Number:	910-1027

2. Amount of funds to be transferred.

3. Beneficiary Name: Department of Defense DFAS

4. Addendum Information: Payment for DNSC Contract No. _____
Invoice No. _____