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# DLA-FERROCHROMIUM-005 SOLICITATION OF OFFERS FOR FERROCHROMIUM



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## **SECTION A – SOLICITATION**

### **A.1 Introduction (SEP 02)**

- a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC), is soliciting offers for the sale of approximately 15,000 short tons (10,000 short tons contained chromium (STCr)) of low carbon ferrochromium in Fiscal Year 2004. **The initial opening will be held at 2:30 pm, local time, Fort Belvoir, VA on Monday, August 23, 2004.** Offers must be received at the address in **Section B.2.a.** by 2:30 pm, local time, Ft. Belvoir, VA. In the event DNSC is closed at the time set, offers at that time will be received at 2:30 pm, local time, Ft. Belvoir, VA on the next DNSC business day.
- b. Handling and outloading will be by and at the expense of the Contractor. (See **subsection F.1.d.**)
- c. Offers to purchase material under this Solicitation may be made for domestic use only (Category A) or for export only (Category B). Offerors submitting an offer for material for export only must complete the certification at Section I.10 Export Certification. By submission of **Section I.10**, the Offeror certifies that any material awarded for export only will not be consumed in the United States of America, Mexico, or Canada. Offers for material for domestic use only and for export only will be evaluated separately. See **Section B.9**. Offerors awarded material for export use only will be required to furnish a copy of the Marine Bill of Lading documenting that shipment of the material took place to other than the United States, Mexico, or Canada.

### **A.2 Description (AUG 04)**

- a. The low carbon ferrochromium, carbon content 0.10%, is stored outside in two bulk piles located at Belle Mead, NJ. This material was acquired between 1959 and 1961 for Item 200 and in 1960 for Item 201.
- b. Government analyses indicate that the material conforms to the data listed in **Paragraph A.2.a, Sections I.2 and 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 Financial Exposure Limit (MAR 02)**

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

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

- a. The Contractor shall determine any export license requirements, obtain any export license or other official authorization required for export, and carry out any U.S. Customs formalities for the export of any material awarded under this Solicitation.
- b. The Contractor shall comply with United States Bureau of Export Administration Foreign Trade Statistics and Export Administration Regulations as set forth in 15 CFR Parts 30 and 732 (as amended by 65 FR 42556-42575, July 10, 2000 or any subsequent rule making).

- c. If the Contractor is not a United States domestic entity or does not have a physical presence in the United States, and the material is to be exported, the Contractor shall either --
  - 1. Engage a United States forwarding agent or other agent in accordance with 15 CFR 30.4(a) and (c); or
  - 2. Engage a United States Order Party, in accordance with 15 CFR 30.4(a)(1)(iii), to conduct all negotiations, correspondence, and arrangements for sale, and to arrange for export of the material purchased.
- d. The Defense National Stockpile Center shall not be named as the United States Principal Party in Interest and will not execute any Shipper's Export Declaration required by the Foreign Trade Statistics regulations.

**SECTION B - PREPARATION AND SUBMISSION OF OFFERS**

**B.1 Submittals (FEB 03)**

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 (AUG 04)** with the section entitled "Execution by Contractor" completed.
- b. **Section I.2, Item Offer Page – DLA FERROCHROMIUM-005 (AUG 04)** with the following provided:
  - (1) Category (A or B)
  - (2) Quantity Offered (LBCr)
  - (3) Unit Price (\$/LBCr)
  - (4) Total Offered Price
  - (5) Company Name
  - (6) Name and Title
  - (7) Signature and date
  - (8) Telephone Number
  - (9) Facsimile Number
- c. **Section I.3, Anticipated Removal Schedule – Low Carbon Ferrochromium (AUG 04).**
- d. **Section I.4, Certificate of Independent Price Determination (JAN 01).**
- e. **Section I.5, Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97).**
- f. **Representations, Certifications and Identifications at Sections I.6 through I.10.** Offerors please note: If Annual Representations, Certifications and Identifications have previously been submitted they need not be resubmitted. However, **I.4 Certificate of Independent Price Determination, I.5 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters, and I.10 Export Certification** shall be submitted with each offer.
- g. Copies of the most recent income statement, balance sheet, and list of credit references for the company and any other documentation that will verify the financial level of business transactions. DNSC may require the Contractor to submit updated information at any time.
- h. Offerors shall submit financial information requested in paragraph g. to the following address/facsimile number:

ATTN: DNSC-C2, Ferrochromium Contracting Officer  
Defense National Stockpile Center  
8725 John J. Kingman Road, Suite 3229  
Fort Belvoir, Virginia 22060-6223  
Facsimile No: (703) 767-5494
- i. Any other terms the Offeror wishes to negotiate. (See **Section B.9.c.**)

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

- a. Facsimile offers and modifications will be accepted in accordance with **Section B.8**. Offers may also be submitted by mail or hand delivered enclosed in a sealed envelope and addressed to:

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

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

SOLICITATION OF OFFERS  
DLA-FERROCHROMIUM-005

- b. The Offeror agrees, if its offer is accepted by the Government within twenty (20) 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 (AUG 04)**.
- 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 shall be for 1,000,000 pounds (500 short tons) or the entire pile, whichever is smaller. An offer for less than the minimum quantity may render the Offeror ineligible for award.

## **B.4 Submission of Offers for Low Carbon Ferrochromium (AUG 04)**

Offers for low carbon ferrochromium may be submitted as follows:

- a. Whole pile accepting the Government's weights and analysis of record for final settlement. A Government representative will witness outloading to ensure all material is removed and the site is left in satisfactory condition.
- b. A whole or portion of a pile, accepting the material with the analysis of record used for final payment. Offeror shall, at its expense, weigh the material on an approved and certified scale. A Government representative will witness all weighing and outloading to ensure accuracy of weights and that all material is removed and the site is left in satisfactory condition.
- c. A whole or portion of a pile with the contained Chromium (Cr) and contained Carbon (C) determined in accordance with standard commercial procedures. The Offeror shall, at its expense, weigh the material on an approved and certified scale and have the material sampled and analyzed by an approved sampler/analyst. A Government representative will witness all weighing, sampling and outloading to ensure accuracy of weights and that all material is removed and site is left in satisfactory condition.

## **B.5 Unit Pricing – Low Carbon Ferrochromium (AUG 04)**

- a. Offerors may submit a fixed price or formula price offer for either category. Prices for low carbon ferrochromium shall be expressed on dollar per pound contained Chromium (LBCr) basis.
- b. The contract period for fixed price offers shall not exceed 60 days.

- c. A fixed price must be used for an entire line item.
- d. Formula priced offers shall be based on a set of published price quotations as set forth below. The formula selected must be used for an entire line item. Offerors shall use the following guidelines when submitting a formula price.
  - (1) A pricing formula shall be stated either as a percentage of the base price or as a base price plus or minus a specified premium or discount.
  - (2) The published quotations which establish the base price for a pricing formula shall be from only one of the following sources: *Platts Metals Week* LoC 0.10% Imp't or *Ryan's Notes Ferrous and Nonferrous News and Prices* RN 0.10% Imp. NA Transaction.
  - (3) The base price in a formula shall be determined by the average of the published high and low quotations from *Platts Metals Week* LoC 0.10% Imp't or *Ryan's Notes Ferrous and Nonferrous News and Prices* RN 0.10% LC Imp. NA Transaction. The average will be calculated by adding the prices, which are effective for the calendar month, and dividing by the number of those prices. The determination as to which prices are used in calculating a monthly average will be based on the date on which the price is effective, not the date the price is published.
  - (4) The pricing date shall be the date the Contractor's shipping instructions for a quantity of material are received by the Government. The actual price for the material shall be determined on the pricing date and will be based on the monthly average, as determined in paragraph d.(3), above, for the previous calendar month, plus or minus any premium or discount. Shipping instructions must contain all of the information specified in Section F.1.b. or they will not be accepted by the Government or used for pricing the material. See **Section J.3 Shipping Instructions** for the form to be used for submission of this information. In accordance with **Section F.1.g.**, shipment must commence within ten (10) calendar days of the pricing date.

#### **B.6 Price Adjustments for Low Carbon Ferrochromium (AUG 04)**

In the event the Contractor elects to have the material sampled and analyzed, at its expense, by a DNSC approved sampler/analyst, the following testing and price adjustment methodology will apply to the material as indicated:

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

### **B.7 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.8 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.9 Consideration of Offers (AUG 04)**

- 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 documentation to support the offer submitted. Failure to provide the documentation, if requested, may result in the Offeror being ineligible for award.

#### **B.10 Evaluation of Offers – Low Carbon Ferrochromium (AUG 04)**

- a. **General** – Each category will be evaluated separately.
- b. **Domestic Offer Category (Category A)** - The evaluation factors are listed below in descending order of importance:
  - (1) Unit price
  - (2) Payment Terms
  - (3) Removal Schedule
- c. **Export Offer Category (Category B)** – The evaluation factors are listed below in descending order of importance. Offerors awarded material for export use only will be required to furnish a copy of the Marine Bill of Lading documenting that shipment of the material took place to other than the United States, Mexico, or Canada.
  - (1) Unit price
  - (2) Payment Terms

- (3) Removal Schedule
- (4) Export related costs

For both categories, all evaluation factors other than unit price, when combined, are significantly less important than unit price.

d. 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.5**; and
- (3) Submission of a removal schedule which meets or exceeds the provisions of **Section E.1**.

e. The maximum acceptable payment terms are net thirty (30) calendar days from DNSC's receipt of current, accurate, and complete Shipping Instructions. (See **Sections B.5., F.1.g., and J.3.**)

### **B.11 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.10.d.** 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 (AUG 04)** or a specifically authorized individual identified in **Section I.7 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 and other terms the Offeror wishes to negotiate; and
    - C. Removal schedule.
  - (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.7 Late Submissions, Modifications, and Withdrawals of Offers (NOV 00)**;
  - (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 that 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.12 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.13 Responsibility Determination (SEP 02)**

- a. No award shall be made unless the Contracting Officer makes an affirmative determination of responsibility.
- b. To be determined responsible and eligible for an award, Offerors shall have adequate financial resources, a satisfactory performance record with DNSC, 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). In addition to looking at past performance, DNSC will also review the financial statements and references submitted by the Offeror, as well as the current Dun & Bradstreet report and any other credit reports.

#### **B.14 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 (AUG 04)**.

**B.15 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. For low carbon ferrochromium stored in piles, offerors or their designees, at their expense, are encouraged to inspect pile material and take a grab sample, not to exceed 50 pounds. The Government does not warrant any samples to be representative of the entire pile.
- b. Requests for appointment to inspect and/ or sample the material 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) ten 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 depot.
- c. Offerors, their agents and representatives shall comply at all times with the rules of the storage location.
- d. Offerors shall provide the Government with any analyses derived from the grab sample(s).

## **SECTION D - PAYMENT**

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

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

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

- d. Invoices issued for adjustments for variations in quantity or weight, storage charges, interest, penalty charges, or administrative charges shall be paid promptly.
- e. If payment is not made in full within 30 calendar days of issuance of an invoice as specified in **D.1.d.**, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be released until all delinquent charges are paid. (See **Sections F.1.a.** and **G.10.**)

### **D.2 Payment Due Date (MAY 04)**

- a. Payment due dates will be applied as follows:
  - (1) If payment terms are not extended, payment will be made before shipment of material and before the end of the contract period specified in the executed **Section I.1 Sale of Government Property Negotiated Sales Contract (AUG 04)**.
  - (2) If payment terms are approved, the Contractor shall pay the Government the full amount of **each** shipment no later than **30** calendar days after DNSC receives current, accurate and complete Shipping Instructions. Shipping Instructions must be submitted on or before the final day of the contract period. Notwithstanding any other provision of the contract, payment is due with or without the issuance of an invoice by the Government. If the Contractor fails to make payment timely, the Contractor will be considered delinquent

(see **Sections D.1.e., F.1.a., and G.10**), and the Government, at its sole discretion, may revoke payment terms and take other appropriate action in accordance with **Section G.7**. If the Contractor fails to submit current, accurate and complete Shipping Instructions on or before the final day of the contract period, the Government will revoke payment terms and payment must be made **before** shipment of material.

- b. If payment is not received by 4:30 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.
- c. In the event the payment due date falls on a Saturday, Sunday, or holiday, then the payment due date will be extended to the next Government business day.

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

- a. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph **b.**, below.
- b. Amounts shall be due at the earliest of the following dates:
  - (1) The final day of the contract period specified in Section **I.1 Sale of Government Property Negotiated Sales Contract (AUG 04)** (with or without the issuance of an invoice by the Government);
  - (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; or
  - (3) If payment terms have been approved, **30** calendar days after the date that DNSC receives current, accurate and complete Shipping Instructions provided that Shipping Instructions are submitted on or before the final day of the contract period. If Shipping Instructions are not submitted on or before the final day of the contract period, amounts shall be due in accordance with the provisions of **Section D.3.b.(1)**.

### **D.4 Penalty and Administrative Charges (MAY 04)**

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

**SECTION E - REMOVAL**

**E.1 Removal of Material (AUG 04)**

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

<u>Quantity Awarded in STCr</u>	<u>Removal Period In Calendar Days</u>
500 – 1,500 STCr	60 days
1,501 – 3,000 STCr	120 days
3,001 – 4,500 STCr	180 days
4,501 – 6,000 STCr	240 days
6,001 STCr and above	360 days

- b. A schedule of minimum and maximum monthly removal quantities shall be contained in the completed **Section I.3 Anticipated Removal Schedule (AUG 04)** which shall be a part of this contract. The following minimum removal schedules shall be required based on the contract periods specified above: (1) For an award with a contract period of 120 days, the Contractor shall pay for and remove a minimum of fifty percent (50%) of the total contract award quantity within the first 60 calendar days, and the remainder in the second 60 calendar days; (2) For an award with a contract period of 180 days, the Contractor shall pay for and remove a minimum of 33 1/3% (thirty-three and 1/3 percent) of the total contract award quantity within the first two 60-calendar day periods, and the balance within the final 60 calendar days; (3) For an award with a contract period of 240 days, the Contractor shall pay for and remove a minimum of 25% (twenty-five percent) of the total contract award quantity within each of the first three 60-calendar day periods, and the balance within the final 60 calendar days; and (4) For an award with a contract period of 360 days, the Contractor shall pay for and remove a minimum of 25% (twenty-five percent) of the total contract award quantity within each of the first three 90-calendar day periods, and the balance within the remainder of the 360 calendar day contract period.
- c. If the Contractor fails to pay for and remove the material in accordance with the schedule specified in the contract, Contractor will be considered delinquent and no material will be shipped until payment has been received.
- d. 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 shall 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) \$0.0075 per LBCr (if a fraction of a pound remains, the charge will be for a full pound) per 30 day period regardless of whether the material remains in storage a period of 30 days or less than 30 days; or (2) commercial storage charges, if applicable.

- c. Storage charges will be invoiced 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 (AUG 04)**

- a. Handling and outloading will be by and at the expense of the Contractor. At least five (5) working days prior to the date shipment is required to commence, the Contractor shall furnish commercial bills of lading to the designated depot. Simultaneously the Contractor shall complete and fax the form in **Section J.3 Shipping Instructions (JAN 95)** to the Contracting Officer. The Government will only accept shipping instructions from those individuals designated in **Section I.8** as being authorized to request shipment of material on behalf of the Contractor. No material will be released under the provisions of this contract or any other contract the contractor has with DNSC until all outstanding delinquent charges and payments have been satisfied.
- b. "Shipping Instructions" shall include the following:
- (1) Quantity of material to be released, unit price and total dollar value.
  - (2) Designation of type and kind of conveyance.
  - (3) Name of the carrier (please include a telephone number where this contact can be reached).
  - (4) "Ship to" location.
  - (5) Minimum load per conveyance (optional)
  - (6) Desired shipping schedule.
  - (7) Name and telephone number of an agent who can furnish additional shipping information if needed.
  - (8) Any additional pertinent information.
- c. The shipping schedule shall allow sufficient time for the Government to reasonably meet such schedule prior to the last day of the contract period commensurate with existing loading facilities and other commitments at the Government's storage locations. Information regarding Government commitments may be obtained from the address specified in **Section J.2**.
- d. Outloading can be accomplished by truck only. Contractor will be responsible for any damage to the roads on the Depot above normal wear and tear.
- e. 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.
- f. Requests for shipment shall be for a minimum of 1,000,000 pounds (500 ST) or the balance of the line item, whichever is smaller. Shipping instructions are to be furnished to the following address:
- Defense National Stockpile Center, DNSC-C2  
ATTN: Ferrochromium Contracting Officer  
8725 John J. Kingman Road  
Suite 3229  
Ft. Belvoir, VA 22060-6223  
Facsimile Number: (703) 767-5411
- g. Shipment must commence within ten (10) calendar days of the pricing date (see **Section B.5.d.(4)**). The Government shall determine the order in which the material is scheduled, coordinated, and outloaded. When multiple awards are made from the same pile, every effort will be made to provide equitable distribution of the material.
- h. The Contractor shall pay \$100 per day if the Contractor's conveyance failed to report to an unstaffed storage location as scheduled. See **Section J.2 Storage Location** for identification of unstaffed locations.
- i. Upon completion of the outloading, the Contractor and its agent(s) and employees shall make certain that the storage site is clean and in a condition acceptable to the Government. Any debris or foreign matter generated

through the use of materials and/or equipment brought into the storage area to facilitate the outloading shall be removed from the storage location by the Contractor and/or its agent(s) at the Contractor's expense.

#### **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 (APR 02)**

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

#### **F.4 Analytical Determination for Low Carbon Ferrochromium (AUG 04)**

- a. Determination of contained Chromium (Cr) and contained Carbon (C) shall be made in accordance with standard commercial procedures by an independent sampler/analyst, to be designated by the contractor and acceptable to the Government, with the results of such analyses being final and binding. Analysis certificates shall be furnished simultaneously to both parties by the independent sampler/analyst.
- b. The independent sampler/analyst shall furnish to the Government for review and approval of the proposed sampling methods and analytical procedures prior to outloading. These documents, as well as the analysis certificates, shall be forwarded to:

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

- c. The contractor shall make the necessary arrangements to procure the services of the independent sampler/analyst and the Contractor shall bear the cost of these services.
- d. Should the determination of contained Chromium and contained Carbon by an independent sampler/analyst be waived by the contractor, the analysis of record will be used for payment purposes.

#### **F.5 Assumption of Risk and Disclaimer of Liability (JAN 02)**

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

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

The Government reserves the right to vary the quantity or weight delivered by 10% (ten percent) 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.

## **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 (JUL 02)**

Title to the material shall pass to the Contractor after payment is received or the material is shipped, whichever occurs first.

### **G.3 Risk of Loss (JUL 02)**

- a. After the award of the contract and prior to receipt of payment for or shipment of the material, whichever occurs first, the Government shall be responsible for the care and protection of the material, and any loss, damage or destruction occurring during such period will be adjusted by the Government.
- b. After receipt of payment but prior to either shipment or the end of the contract period, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.
- c. After shipment or the end of the contract period, whichever occurs first, all risk of loss, damage, or destruction from any cause whatsoever, shall be borne by the Contractor.

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

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

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

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

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

- b. **Pre-Award Protests.** Protests based on alleged improprieties in a solicitation that are apparent prior to bid opening or the time set for receipt of initial offers shall be filed prior to bid opening or the time set for receipt of initial offers. In negotiated sales, protests based on alleged improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation must be filed not later than the next closing time set for receipt of offers following the incorporation.
- c. **Post-Award Protests.** Protests after award shall be filed not later than 10 calendar days after the basis of the protest is known or should have been known, whichever is earlier, except for protests challenging a negotiated sale under which a debriefing is requested and provided. In that situation, and where the basis was not known

prior to the debriefing, the initial protest shall be filed not later than 10 calendar days after the date of the debriefing.

**d. Service of Protest.**

(1) Protests to the General Accounting Office shall be filed in writing, in accordance with 4 CFR 21, at the following address:

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

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

(2) As an alternative to filing a protest with the Contracting Officer, bidders or offerors may seek an independent review by filing an agency-level protest with the DNSC Director, Directorate of Stockpile Contracts. This process allows for a higher level decision on the initial protest. It is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer. A protest seeking an agency-level decision should clearly state that it is an "Agency Level Protest Under Executive Order 12979." The protest shall be served in writing at the following address and may be filed by mail, hand delivery, commercial carrier, or fax:

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

(3) Protests seeking a decision by the Contracting Officer shall be served in writing at the following address and may be filed by mail, hand delivery, commercial carrier, or fax:

Attn: DNSC-C – (Insert name of the Contracting Officer)  
Defense National Stockpile Center  
8725 John J. Kingman Road, Suite 3229  
Ft. Belvoir, VA 22060-6223  
Facsimile No.: (703) 767-5484 or (703) 767-5494

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

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

assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- d. (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- e. For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- f. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- g. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- h. The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- i. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

**G.7 Default (FEB 03)**

- a. (1) The Government may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to –
- (i) Make payment and remove the material within the time specified in this contract or any extension;
  - (ii) Remove the material within the time specified in this contract whether or not payment has been made;
  - (iii) Make progress, so as to endanger performance of this contract; or
  - (iv) Perform any of the other provisions of this contract.
- (2) The Government's right to terminate this contract under a.(1)(iii) and a.(1)(iv) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure. Upon the Contractor's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Contractor shall lose all right, title and interest which it might otherwise have acquired in and to the material as to which a default has occurred.
- (3) If at any time prior to the expiration of this contract, the Contractor makes it clear either by words, actions or circumstances, that the Contractor is unwilling or unable to perform under this contract, the Government shall not be required to furnish the Contractor notice specifying the failure under this contract prior to exercising its right to terminate this contract for default and seek damages.
- b. If the Government terminates the contract, the Contractor shall be held liable for damages as described below. However, in no event will damages exceed the original contract price.
- c. If the Government terminates the contract for default, it may subsequently resell the material for the Contractor's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Contractor the difference between the contract price and the price obtained on resale. In no event will the Contractor be refunded any money if the Government obtains a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not resell the material within 12 months, the Contractor may be held liable for the full contract price for the quantity of material on which the default has occurred. 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 the contract, 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 (MAY 04)**

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

#### **G.11 Indemnification Agreement (JAN 02)**

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

#### **G.12 Accident Reporting (AUG 04)**

A copy of each accident report, which the Contractor or subcontractors submit to their insurance carriers, shall be forwarded to the Contracting Officer as soon as possible, but in no event later than seven (7) calendar days after the day the accident occurred.

#### **G.13 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 (AUG 04)**

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.
- c. The term "Domestic" means The United States of America, Canada, and Mexico.

**SECTION I - SUBMITTALS**

COMPLETE AND RETURN ALL OF THE FOLLOWING WITH YOUR OFFER, UNLESS ANNUAL REPRESENTATIONS, CERTIFICATIONS, AND IDENTIFICATIONS HAVE BEEN SUBMITTED THIS FISCAL YEAR, THEN SUBMIT I.1, I.2, I.3, I.4, AND I.10 ONLY:

- I.1 Sale of Government Property Negotiated Sales Contract (AUG 04)
- I.2 Item Offer Page - DLA-FERROCHROMIUM-005 (AUG 04)
- I.3 Anticipated Removal Schedule (AUG 04)
- I.4 Certificate of Independent Price Determination (JAN 01)
- I.5 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JUL 97)
- I.6 Type of Business Organization (APR 96)
- I.7 Authorized Negotiators (JUN 95)
- I.8 Persons Authorized to Request Shipment of Material (FEB 98)
- I.9 Offeror's Billing Address (JUL 95)
- I.10 Export Certification (AUG 04)

**I.1 Sale of Government Property Negotiated Sales Contract (AUG 04)**

<b>SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT</b>		<b>CONTRACT NUMBER</b> SP0833-		<b>PAGE</b> 1 of      Pages	
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 identified below. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of DLA-FERROCHROMIUM-005. In the event of a conflict between the terms on the Solicitation and this Negotiated Sales Contract, the terms on the Negotiated Sales Contract shall govern.					
ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>CONTRACT PERIOD EXPIRES ON:</b>					
<b>EXECUTION BY CONTRACTOR</b>			<b>EXECUTION BY GOVERNMENT</b>		
DATE (Day, Month, Year)			UNITED STATES OF AMERICA BY:		DATE:
NAME OF CONTRACTOR			NAME AND TITLE OF CONTRACTING OFFICER		Contracting Officer      DNSC-C (Agency)
ADDRESS (Street, City, State and Zip)					
_____ _____ _____ Telephone Number: _____ Facsimile Number: _____					
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under signature)			Signature: (CO/DNSC)		
Name: _____ Title: _____ _____					

<b>Signature:</b> _____	
-------------------------	--

## I.2 Item Offer Page - DLA-Ferrochromium-005 (AUG 04)

Location: Belle Mead, NJ

Item	Pile	Origin	Net Weight (ST)	Net Weight (STCr)	Net Weight (LB)	Net Weight (LBCr)	Category (A or B)	Qty. Offered (LBCr)	Unit Price (\$/LBCr)	Total Value
200	005	Sweden	4,560.56	3,246.6627	9,121,120.00	6,493,325.3280				\$
201	006	Japan	10,558.20	7,015.9239	21,116,400.00	14,031,847.8000				\$

Total Offer Quantity (LBCr)

---

Total Offer Value

---

Company Name

---

Name and Title

---

Signature and Date

---

Telephone Number

---

Facsimile Number

---

Email Address

---



#### **I.4 Certificate of Independent Price Determination (JAN 01)**

**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

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*(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.5 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)**

**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.6 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.7 Authorized Negotiators (JUN 95)**

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

TYPED NAME	TITLE	TELEPHONE NO.

**I.8 Persons Authorized to Request Shipment of Material (FEB 98)**

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

TYPED NAME	SIGNATURE	TITLE	TELEPHONE NO.

**I.9 Offeror's Billing Address (JUL 95)**

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

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**I.10 Export Certification (AUG 04)**

- a. By completion of this certification, the Offeror agrees that the ferrochromium purchased under this contract will be for export only and will not be consumed in The United States of America, Mexico, or Canada. The Offeror agrees to furnish to the Defense National Stockpile Center a copy of the Marine Bill of Lading documenting that shipment of the material took place to other than the United States, Mexico, or Canada.
  
- b. The Offeror further agrees that failure to comply with this certification may render any contract resulting from this solicitation as eligible for termination for default in accordance with **Section G.7 Default (FEB 03)**.
  
- c. The Offeror certifies that any ferrochromium awarded for export use will be exported outside of The United States of America, Canada, and Mexico. Additionally, if the Contractor violates this certification, the Contractor may be determined by DNSC to be ineligible to participate in future offerings of this or any other material offered for sale by the Defense National Stockpile Center.

COMPANY NAME \_\_\_\_\_

NAME OF COMPANY OFFICIAL \_\_\_\_\_

POSITION/TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**SECTION J - LIST OF ATTACHMENTS**

**J.1 Analyses (AUG 04)**

**J.2 Storage Location (AUG 04)**

**J.3 Shipping Instructions (JAN 95)**

**J.4 Material Safety Data Sheet (MAR 04)**

**J.5 Fedwire Procedures (JAN 95)**

**J.1 Analyses (AUG 04)**

Location: DLA/DNSC BELLE MEAD, NJ

<b>Item NO.</b>	<b>Pile</b>	<b>Net Weight (LB)</b>	<b>Cr</b>	<b>C</b>	<b>Si</b>	<b>P</b>	<b>S</b>
200	005	9,121,120.00	71.19%	0.08%	0.70%	0.02%	0.03%
201	006	21,116,400.00	66.45%	0.08%	0.75%	0.02%	0.02%
Total		30,237,520.00					

**J.2 Storage Location (AUG 04)**

<b>Location</b>	<b>Operational Status</b>	<b>Days</b>	<b>Hours</b>	<b>Accessibility</b>	<b>Responsible Depot</b>
Belle Mead, NJ	Un-Staffed	Monday - Friday	0715 - 1400	Truck	Somerville, NJ

Note 1: Prior arrangements required before material can be shipped

Note 2: Depot Manager – James Farley: Telephone: (908)725-6400.  
Storage Specialists – Orlando Garcia: Telephone: (908) 707-4349.  
- David Miller: Telephone: (908) 707-4357.  
- Kantibhai Patel: Telephone: (908) 707-4353.  
- Anna Marie Ruggeri: Telephone: (908) 707-4358

Point of Contact:

Robert F. Clark  
Defense Logistics Agency  
Defense National Stockpile Center  
8725 John J. Kingman Road, Suite 3229  
Fort Belvoir, VA 22060-6223

Telephone Number: (703)767-7614  
Facsimile Number: (703)767-7608

**J.3 Shipping Instructions (JAN 95)**

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

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

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

2. a. DNSC Contract No.: \_\_\_\_\_ 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 (MAR 04)

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#### 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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

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

**SUBSTANCE: FERROCHROMIUM, LOW CARBON**

**TRADE NAMES/SYNONYMS:**  
DLANA385

**PRODUCT USE:** alloy

**CREATION DATE:** Jul 29 1992  
**REVISION DATE:** Mar 18 2004

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#### 2. COMPOSITION, INFORMATION ON INGREDIENTS

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**COMPONENT: CHROMIUM**  
**CAS NUMBER: 7440-47-3**  
**EC NUMBER (EINECS): 231-157-5**  
**PERCENTAGE: >67.0**

**COMPONENT: SILICON**  
**CAS NUMBER: 7440-21-3**  
**EC NUMBER (EINECS): 231-130-8**  
**PERCENTAGE: <1.0**

**COMPONENT: CARBON**  
**CAS NUMBER: 7440-44-0**  
**EC NUMBER (EINECS): 231-153-3**  
**PERCENTAGE: <0.05**

**COMPONENT: PHOSPHORUS, WHITE**  
**CAS NUMBER: 7723-14-0**  
**EC NUMBER (EINECS): 231-768-7**  
**PERCENTAGE: <0.03**

**COMPONENT: SULFUR**  
**CAS NUMBER: 7704-34-9**  
**EC NUMBER (EINECS): 231-722-6**  
**PERCENTAGE: <0.025**

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#### 3. HAZARDS IDENTIFICATION

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

**EMERGENCY OVERVIEW:**

**PHYSICAL DESCRIPTION:** Hard, dense lumps, bricks, briquettes or pellets.

**MAJOR HEALTH HAZARDS:** No significant target effects reported.

**POTENTIAL HEALTH EFFECTS:**

**INHALATION:**

**SHORT TERM EXPOSURE:** irritation

**LONG TERM EXPOSURE:** irritation

**SKIN CONTACT:**

**SHORT TERM EXPOSURE:** irritation

**LONG TERM EXPOSURE:** irritation, skin disorders

**EYE CONTACT:**

**SHORT TERM EXPOSURE:** irritation

**LONG TERM EXPOSURE:** irritation

**INGESTION:**

**SHORT TERM EXPOSURE:** vomiting, stomach pain, dizziness

**LONG TERM EXPOSURE:** no information on significant adverse effects

**CARCINOGEN STATUS:**

**OSHA:** No

**NTP:** No

**IARC:** No

---

**4. FIRST AID MEASURES**

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

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

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

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

---

**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.

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**6. ACCIDENTAL RELEASE MEASURES**

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**OCCUPATIONAL RELEASE:**

Collect spilled material in appropriate container for disposal. Notify Local Emergency Planning Committee and State Emergency Response Commission for release greater than or equal to RQ (U.S. SARA Section 304). If release occurs in the U.S. and is reportable under CERCLA Section 103, notify the National Response Center at (800)424-8802 (USA) or (202)426-2675 (USA).

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**7. HANDLING AND STORAGE**

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**STORAGE:** Store and handle in accordance with all current regulations and standards. See original container for storage recommendations. Keep separated from incompatible substances.

**HANDLING:** Use methods to minimize dust.

---

## 8. EXPOSURE CONTROLS, PERSONAL PROTECTION

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### **EXPOSURE LIMITS:**

#### **CHROMIUM:**

1 mg(Cr)/m<sup>3</sup> OSHA TWA (metal) (insoluble salts)  
0.5 mg(Cr)/m<sup>3</sup> OSHA TWA (chromium (II) compounds) (chromium (III) compounds)  
0.5 mg/m<sup>3</sup> ACGIH TWA  
0.5 mg/m<sup>3</sup> NIOSH recommended TWA 10 hour(s)  
DFG MAK (skin sensitizer) (dust) (aerosol)  
0.5 mg/m<sup>3</sup> UK OES TWA

**MEASUREMENT METHOD:** Particulate filter; Acid; Flame atomic absorption spectrometry; NIOSH IV # 7024

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

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

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

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

**RESPIRATOR:** Under conditions of frequent use or heavy exposure, respiratory protection may be needed. Respiratory protection is ranked in order from minimum to maximum. Consider warning properties before use.  
Any dust, mist, and fume respirator.  
Any air-purifying respirator with a high-efficiency particulate filter.  
Any powered, air-purifying respirator with a dust, mist, and fume filter.  
Any powered, air-purifying respirator with a high-efficiency particulate filter.

#### **For Unknown Concentrations or Immediately Dangerous to Life or Health -**

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

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## 9. PHYSICAL AND CHEMICAL PROPERTIES

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**PHYSICAL DESCRIPTION:** Hard, dense lumps, bricks, briquettes or pellets.

**BOILING POINT:** Not applicable

**MELTING POINT:** Not available

**VAPOR PRESSURE:** Not applicable

**VAPOR DENSITY:** Not applicable

**SPECIFIC GRAVITY:** Not available

**WATER SOLUBILITY:** Not available

**PH:** Not applicable

**VOLATILITY:** Not applicable

**ODOR THRESHOLD:** Not available

**EVAPORATION RATE:** Not applicable

**COEFFICIENT OF WATER/OIL DISTRIBUTION:** Not available

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## 10. STABILITY AND REACTIVITY

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

**CONDITIONS TO AVOID:** None reported.

**INCOMPATIBILITIES:** bases, oxidizing materials, halogens, peroxides, metals

**CHROMIUM:**

ALKALI CARBONATES: Attacked.

ALKALIES (CAUSTIC): Attacked.

AMMONIUM NITRATE (FUSED): Violent or explosive reaction.

BROMINE PENTAFLUORIDE: Violent reaction and possible ignition.

HYDROGEN PEROXIDE: Violent decomposition reaction.

LITHIUM (MOLTEN): Vigorous reaction at elevated temperatures.

NITROGEN OXIDE: Incandescent reaction.

OXIDIZERS (STRONG): Fire and explosion hazard.

POTASSIUM CHLORATE (FUSED): Vigorous incandescent reaction.

SULPHUR DIOXIDE: Incandescent reaction.

**HAZARDOUS DECOMPOSITION:**

Thermal decomposition products: miscellaneous decomposition products

**POLYMERIZATION:** Will not polymerize.

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11. TOXICOLOGICAL INFORMATION

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**CHROMIUM:**

**TOXICITY DATA:**

27500 ug/kg unreported-rat LD50

**CARCINOGEN STATUS:** IARC: Human Inadequate Evidence, Animal Inadequate Evidence, Group 3 (Chromium metal); ACGIH: A4 -Not Classifiable as a Human Carcinogen

**ACUTE TOXICITY LEVEL:** Insufficient Data.

**TUMORIGENIC DATA:**

2160 ug/kg intravenous-rat TDLo/6 week(s) intermittent; 1200 ug/kg implant-rat TDLo/6 week(s) intermittent; 75 mg/kg implant-rabbit TDLo

**ADDITIONAL DATA:** May cross the placenta. May be excreted in breast milk.

**HEALTH EFFECTS:**

**INHALATION:**

**ACUTE EXPOSURE:**

CHROMIUM: High concentrations of dusts or fumes may cause irritation.

**CHRONIC EXPOSURE:**

CHROMIUM: Repeated or prolonged exposure to various chromium compounds has been reported to result in ulceration and perforation of the nasal septum, irritation of the throat and lower respiratory tract, less commonly in gastrointestinal disturbances, blood changes, pulmonary sensitization, pulmonary pneumoconiosis or fibrosis, and rarely liver effects. These effects have not been reported from exposure to the metal per se.

**SKIN CONTACT:**

**ACUTE EXPOSURE:**

CHROMIUM: Contact with dusts or powder may cause irritation.

**CHRONIC EXPOSURE:**

CHROMIUM: Repeated or prolonged exposure to various chromium compounds has been reported to cause various types of dermatitis, including eczema, "chrome holes", sensitization, and, in contact with damaged skin, kidney damage. These effects have not been reported from exposure to the metal per se.

**EYE CONTACT:**

**ACUTE EXPOSURE:**

CHROMIUM: Contact with dusts or powders may cause irritation.

**CHRONIC EXPOSURE:**

CHROMIUM: Repeated or prolonged exposure to some chromium compounds may cause conjunctivitis and lacrimation. These effects have not been reported from exposure to the metal per se.

**INGESTION:**

**ACUTE EXPOSURE:**

CHROMIUM: Chromium metal is poorly absorbed by the intestinal tract. Absorption of sufficient amounts of some chromium compounds may result in dizziness, intense thirst, abdominal pain, vomiting, shock, oliguria or anuria, and uremia, which may be fatal.

**CHRONIC EXPOSURE:**

CHROMIUM: No data available.

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12. ECOLOGICAL INFORMATION

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Not available

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13. DISPOSAL CONSIDERATIONS

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Dispose in accordance with all applicable regulations.

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14. TRANSPORT INFORMATION

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

**CANADIAN TRANSPORTATION OF DANGEROUS GOODS:** No classification assigned.

**LAND TRANSPORT ADR:** No classification assigned.

**LAND TRANSPORT RID:** No classification assigned.

**AIR TRANSPORT IATA:** No classification assigned.

**AIR TRANSPORT ICAO:** No classification assigned.

**MARITIME TRANSPORT IMDG:** No classification assigned.

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15. REGULATORY INFORMATION

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**U.S. REGULATIONS:**

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

**CHROMIUM:** 5000 LBS RQ

**PHOSPHORUS, WHITE:** 1 LBS RQ

**SARA TITLE III SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30):** Not regulated.

**SARA TITLE III SECTION 304 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.40):** Not regulated.

**SARA TITLE III SARA SECTIONS 311/312 HAZARDOUS CATEGORIES (40 CFR 370.21):**

ACUTE: No

CHRONIC: No

FIRE: No

REACTIVE: No

SUDDEN RELEASE: No

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

**CHROMIUM**

**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.

**NATIONAL INVENTORY STATUS:**

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

**TSCA 12(b) EXPORT NOTIFICATION:** Not listed.

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**16. OTHER INFORMATION**

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**MSDS SUMMARY OF CHANGES**

**8. EXPOSURE CONTROLS, PERSONAL PROTECTION**

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### **J.5 Fedwire Procedures (JAN 95)**

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

#### **PROCEDURES FOR DEPOSIT SLIP(S) FOR FEDWIRE:**

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

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