*Issue Date: October 10, 2013*

# DLA-CHROMIUM METAL-006

# BASIC ORDERING AGREEMENT
## (BOA)
# SOLICITATION

## FOR CHROMIUM METAL

## DLA STRATEGIC MATERIALS

**8725 John J. Kingman Road**
**Suite 3229**
**Fort Belvoir, Virginia 22060-6223**
**Telephone (703) 767-6500**

***http://www.strategicmaterials.dla.mil***

## BOA Signature Form

# BASIC ORDERING AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND ~C1~

This Basic Ordering Agreement (BOA) governing the sale of ~**M1**~ under BOA Solicitation, ~**S1**~, is entered into as of ~**R106**~ between the United States of America, represented by the Contracting Officer, and ~**C1**~, represented by ~**R1**~.

This BOA shall be effective upon signature by the Contracting Officer and shall incorporate the terms of the Acceptance Letter. The terms and conditions of any subsequent sale of material are as set forth in the BOA Solicitation, and shall include any revisions made to the terms and conditions by Amendments issued to the BOA Solicitation after the date shown above and within the term of the BOA specified below. Such Amendments shall be acknowledged by ~**C1**~ (Company Name) and shall form a part of the BOA at the time of their issuance. These terms and conditions shall be incorporated into each contract (awarded pursuant to a Request for Quotes) at the time of award pursuant to this BOA unless otherwise specified in the Acceptance Letter or the executed Quote/Award Form (Section I.1). In the event of a conflict between the BOA, the Acceptance Letter or the executed Quote/Award Form, the terms of the executed Quote/Award Form shall govern.

An executed copy of this BOA shall be returned to the Contractor.

| | |
|---|---|
| ~C1~<br>(Company Name) | **UNITED STATES OF AMERICA** |
| BY: | BY: |
| ~R2~ | ~R103~ |
| (Electronically Signed by Account) | (Signature) |
| ~R1~<br>(Name of Signer) | ~R100~<br>(Name of Contracting Officer) |
| ~R3~<br>(Title of Signer) | |
| ~R7~<br>(Date Signed) | ~R104~<br>(Date Signed) |
| | ~R105~<br>(Term of the Basic Ordering Agreement) |

## TABLE OF CONTENTS

**BOA SIGNATURE FORM** ..... 2

**SECTION A – AGREEMENT/CONTRACT FORM** ..... 5

- **A.1. INTRODUCTION (OCT 13)** ..... 5
- **A.2. BASIC ORDERING AGREEMENT (BOA) AND CONTRACT (MAR 11)** ..... 5
- **A.3. WEB PAGE (OCT 13)** ..... 5
- **A.4. MATERIAL DESCRIPTION (JUL 11)** ..... 6
- **A.5. FINANCIAL EXPOSURE LIMIT (OCT 13)** ..... 6
- **A.6. INSPECTION (OCT 13)** ..... 6
- **A.7. FOREIGN TRADE STATISTICS REGULATIONS (MAR 11)** ..... 7
- **A.8. WOOD PACKAGING MATERIALS REQUIREMENTS (JUN 06)** ..... 7

**SECTION B – PREQUALIFICATION (OCT 13)** ..... 9

**SECTION C – QUOTES** ..... 11

- **C.1. SUBMISSION OF QUOTES (OCT 13)** ..... 11
- **C.2. WEBSITE INFORMATION (OCT 13)** ..... 11
- **C.3. ONLINE QUOTE SUBMISSIONS (OCT 13)** ..... 12
- **C.4. OFFER PRICE (DEC 07)** ..... 13
- **C.5. MINIMUM QUOTE QUANTITY (MAR 11)** ..... 13
- **C.6. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF QUOTES (OCT 13)** ..... 13
- **C.7. CONSIDERATION OF QUOTES (OCT 13)** ..... 14
- **C.8. RESPONSIVENESS OF QUOTES (OCT 13)** ..... 14
- **C.9. EVALUATION OF QUOTES (JUN 99)** ..... 15
- **C.10. TIE QUOTE PROCEDURES (OCT 13)** ..... 15
- **C.11. CONTRACT AWARD (OCT 13)** ..... 15
- **C.12. UNSUCCESSFUL QUOTERS (OCT 13)** ..... 15

**SECTION D – PAYMENT** ..... 16

- **D.1. PAYMENT (MAY 09)** ..... 16
- **D.2. PAYMENT DUE DATE (OCT 05)** ..... 16
- **D.3. INTEREST (AUG 09)** ..... 17
- **D.4. PENALTY AND ADMINISTRATIVE CHARGES (MAY 04)** ..... 17

**SECTION E – MATERIAL REMOVAL** ..... 18

- **E.1. REMOVAL OF MATERIAL (AUG 09)** ..... 18
- **E.2. STORAGE CHARGES (MAY 10)** ..... 18

**SECTION F – SHIPPING** ..... 19

- **F.1. REQUEST FOR SHIPMENT (OCT 13)** ..... 19
- **F.2. INSURANCE REQUIREMENTS (DEC 07)** ..... 20
- **F.3. WEIGHING (APR 02)** ..... 20
- **F.4. WEIGHT DISCREPANCY (JAN 95)** ..... 21
- **F.5. ASSUMPTION OF RISK AND DISCLAIMER OF LIABILITY (JAN 02)** ..... 21
- **F.6. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT (MAR 11)** ..... 21
- **F.7. ENVIRONMENTAL POLICY (OCT 13)** ..... 22
- **F.8. ENVIRONMENTAL PROTECTION (MAR 11)** ..... 22

**SECTION G – CONTRACT ADMINISTRATION DATA** ..... 24

- **G.1. EFFECTIVE PERIOD (MAR 11)** ..... 24
- **G.2. AMENDMENTS AND MODIFICATIONS (MAR 11)** ..... 24
- **G.3. TITLE (JUL 02)** ..... 24
- **G.4. RISK OF LOSS (JUL 02)** ..... 24

**G.5. LIMITATION ON GOVERNMENT'S LIABILITY (JAN 95)** ..... 24
**G.6. PROTESTS (MAR 11)** ..... 25
**G.7. DISPUTES (MAR 11)** ..... 26
**G.8. DEFAULT (AUG 09)** ..... 27
**G.9. APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (JUL 06)** ..... 28
**G.10. BANKRUPTCY (JAN 07)** ..... 28
**G.11. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DEC 97)** ..... 29
**G.12. EXCUSABLE DELAYS (DEC 07)** ..... 29
**G.13. SETOFF OF FUNDS (MAY 04)** ..... 30
**G.14. INDEMNIFICATION AGREEMENT (JAN 02)** ..... 30
**G.15. COVENANT AGAINST CONTINGENT FEES (JAN 95)** ..... 30

**SECTION H – DEFINITIONS (OCT 13)** ..... 32

**SECTION I – SUBMITTALS** ..... 33

**I.1. QUOTE/AWARD FORM (OCT 13) [SAMPLE ONLY]** ..... 34
**I.2. QUOTE ITEMS** ..... 35
**I.3. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (JAN 02) [SAMPLE ONLY]** ..... 36
**I.4. CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 10) [SAMPLE ONLY]** ..... 37
**I.5. CERTIFICATION REGARDING AUTHORIZED PERSONS (OCT 13) [SAMPLE ONLY]** ..... 39
**I.6. TYPE OF BUSINESS ORGANIZATION (APR 96) [SAMPLE ONLY]** ..... 40
**I.7. CONTRACTOR'S MAILING ADDRESS (OCT 13) [SAMPLE ONLY]** ..... 41
**I.8. CONTRACTOR'S BILLING ADDRESS (OCT 13) [SAMPLE ONLY]** ..... 42
**I.9. DISPUTES: ALTERNATIVE DISPUTE RESOLUTION (JUL 06) [SAMPLE ONLY]** ..... 43

**SECTION J – LIST OF ATTACHMENTS** ..... 44

**J.1. ANALYSIS OF MATERIAL** ..... 45
**J.2. STORAGE LOCATIONS** ..... 46
**J.3. SHIPPING INSTRUCTIONS (OCT 13) [SAMPLE ONLY]** ..... 47
**J.4. MATERIAL SAFETY DATA SHEETS – CHROMIUM METAL (SEP 08)** ..... 48
**J.5. FEDWIRE AND INTERNATIONAL WIRE TRANSFER PROCEDURES (MAR 11)** ..... 57

# PART I – THE SCHEDULE

## SECTION A – AGREEMENT/CONTRACT FORM

### A.1. Introduction (OCT 13)

**a.** The Defense Logistics Agency (DLA), DLA Strategic Materials, is soliciting Quotes for the sale of chromium metal in Fiscal Year 2014 under this Basic Ordering Agreement. In future fiscal years, offerings will be dependent upon sales authority for the commodity in those years and market conditions.

**b.** The first potential posting date under this Basic Ordering Agreement (BOA) Solicitation DLA-Chromium Metal-006 is **January 14, 2014**, subject to market conditions. This BOA supersedes DLA-CHROMIUM METAL-004.

**c.** Delivery of the chromium metal is F.O.B. carrier's conveyance. See Sections **F.1.d.** and **F.1.e.** of this Solicitation**.**

**d.** DLA Strategic Materials has the sole discretion to determine whether to award a BOA pursuant to this Solicitation. DLA Strategic Materials may award one or multiple BOAs; alternatively, it may also decide not to award at all.

### A.2. Basic Ordering Agreement (BOA) and Contract (MAR 11)

**a.** The terms and conditions of this BOA shall be incorporated in any resulting contract, unless otherwise specified in the Acceptance Letter or Section **I.1. Quote/Award Form**.

**b.** Contracts awarded under this BOA shall be fixed price. Contracts may be awarded pursuant to a Request for Quotes.

**c.** An executed Section **I.1. Quote/Award Form**, signed by a Contracting Officer, together with this BOA and the Acceptance Letter shall constitute the contract.

### A.3. Web Page (OCT 13)

**a.** All requests for Quotes under this BOA shall be posted on the DLA Strategic Materials Website on **a quarterly basis, on the second Tuesday of the first month of the calendar quarter, by 11:30 a.m.,** local time, Fort Belvoir, VA (i.e., October, January, April, and July). Quoters shall check the website to determine if DLA Strategic Materials is soliciting Quotes for the month. There will be no offering under the BOA Solicitation in October 2013.

**b.** While Quoters must check the website to determine if DLA Strategic Materials is soliciting Quotes, DLA Strategic Materials will send email notifications when new solicitations or amendments are issued. Quoters that are not already receiving such

notices must sign up to receive email notifications from the DLA Strategic Materials Website, http://www.strategicmaterials.dla.mil.

## A.4. Material Description (JUL 11)

**a.** A description of the material offered for sale is provided in Sections **I.2.** and **J.1.** of the Solicitation. Additional information on the storage locations is shown in Section **J.2**. The information for Sections **I.2., J.1.,** and **J.2.** will be posted on the DLA Strategic Materials Website.

**b.** Government analyses indicate that the material conforms to the data listed in Sections **I.2.** and **J.1.** and as posted on the DLA Strategic Materials Website; however, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose**.**

## A.5. Financial Exposure Limit (OCT 13)

**a.** The DLA Strategic Materials will establish a financial exposure limit (maximum level of business the DLA Strategic Materials intends to allow) for each Quoter. The financial exposure limit shall be determined based upon the following:

(1) Financial Position of the Quoter
(2) Past Performance
(3) References (Suppliers, Financial Institutions)
(4) Credit Reports

**b.** If the Contractor reaches its financial exposure limit, DLA Strategic Materials, solely at its discretion, may determine to make no subsequent awards to the firm until such time as the Contractor satisfactorily performs existing contracts or DLA Strategic Materials increases the exposure limit.

**c.** All contracts awarded to a Contractor by DLA Strategic Materials will be applied against the Contractor's financial exposure limit.

**d.** DLA Strategic Materials may decide to make an award to a Quoter: (1) without the prior establishment of a financial exposure limit; or (2) at a dollar amount ***which exceeds*** the Quoter's previously established financial exposure limit. These actions will be taken ***only if*** the Contracting Officer determines that the award is in the best interest of the Government.

## A.6. Inspection (OCT 13)

**a.** One drum each from four (4) separate lots will be available for inspection and sampling. Quoters, or their designees may, at their expense, inspect the drums and take a grab sample, not to exceed two (2) pounds from each drum. Quoters shall provide a container for each required sample. The sample will be obtained in the

presence of and under the direction of a DLA Strategic Materials representative. The Government does not warrant any grab samples to be representative of the lots sampled.

**b.** Requests for an appointment to inspect and/or to sample the material must be made in writing or by facsimile submission on company letterhead to the following:

Chief, Operations and Logistics Division
DLA Strategic Materials
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile: (703) 767-7608

Requests shall include the name and title of each individual wishing to inspect the material and/or to obtain samples. Quoters will be notified by telephone of the date the material will be available for inspection and/or sampling. The Government reserves the right to limit the number of individuals granted access to the depot.

**c.** Quoters, their agents and representatives shall comply at all times with the rules of the storage location.

## A.7. Foreign Trade Statistics Regulations (MAR 11)

**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 as a result of this Basic Ordering Agreement.

**b.** The Contractor shall comply with United States Bureau of the Census, Department of Commerce, Foreign Trade Regulations and Export Administration Regulations as set forth in 15 CFR Parts 30 and 732 (latest editions).

**c.** The Contractor shall comply with the requirements set forth in 15 CFR 30 regarding filing of electronic export information (EEI).

**d.** DLA Strategic Materials shall not be named as the United States Principal Party in Interest (USPPI). DLA Strategic Materials will not execute any Shipper's Export Declaration or file any EEI through the Automated Export System (AES) or AESDirect required by the Foreign Trade Regulations.

## A.8. Wood Packaging Materials Requirements (JUN 06)

Wood packaging materials utilized in the storage and shipment of National Defense Stockpile materials, including, but not limited to, pallets, boxes, kegs, and dunnage lumber, do not meet the requirements of U.S. Department of Agriculture Regulations at 7 CFR 319.40 or International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." Stockpile

wood packaging materials have not been heat treated or fumigated with methyl bromide and are not marked to indicate that they meet the requirements of these regulations and standards. As a result, it may not be possible to export or import these wood packaging materials.

**END OF SECTION A**

## SECTION B – PREQUALIFICATION (OCT 13)

1. A BOA pursuant to this BOA Solicitation will not be awarded unless a Quoter is pre-qualified under this Section **B** of the BOA Solicitation. Additionally, Quoters must be pre-qualified in order to submit Quotes and be considered for award of a contract.

2. In order to qualify under this BOA Solicitation, a Quoter must first register for a SLIM (Standard Login Interface Module) account, by following the directions posted on the DLA Strategic Materials Website at http://www.strategicmaterials.dla.mil. Complete instructions for registering for a SLIM account and establishing a company profile may be found on the website by clicking on the "Sales" tab and then the tab titled "Customer Information Guides." The guides are available to assist first time users when attempting to register and develop a business relationship with DLA Strategic Materials.

3. Quoters shall register for this BOA Solicitation by completing the following submittals online on the DLA Strategic Materials Website:

   **a.** BOA Signature Form (see sample on page 2); and

   **b.** Sections **I.4.** through **I.9.** (see samples beginning on page 33).

4. BOA Solicitation documentation may only be submitted online. Sample copies of all documentation are provided in this Solicitation; however, hard copy submittals shall not be accepted.

5. Quoters shall submit 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.

6. Quoters shall submit the financial documentation requested in paragraph 5 to the following address or email address:

   Attn: Directorate of Contracting, Business Analyst
   DLA Strategic Materials
   8725 John J. Kingman Road, Suite 3229
   Fort Belvoir, VA 22060-6223
   Email: DLAStrategicMaterialsSales@dla.mil

7. The Government will evaluate the BOA Solicitation submittals and financial documentation to determine whether or not the Quoter is considered responsible and eligible for award. Quoters will not be pre-qualified unless the Contracting Officer makes an affirmative determination of responsibility.

8. To be determined responsible and eligible for an award, Quoters shall have adequate financial resources, a satisfactory performance record with DLA Strategic Materials,

and a satisfactory record of integrity and ethics. For example, a Quoter may be determined to be non-responsible and therefore ineligible to submit Quotes under this BOA, or the BOA may be terminated, if there is a record of poor payment (e.g., payments made with insufficient funds) or poor performance (e.g., failure to pay for or remove material on time) on any of a Quoter's contracts. In addition to looking at past performance, DLA Strategic Materials will also review the financial statements and references submitted by the Quoter, as well as the current Dun & Bradstreet report and any other credit reports.

9. If the Contracting Officer determines that the Quoter is responsible, the Contracting Officer will approve the BOA online and return one copy to the Quoter. The Contracting Officer will also include an Acceptance Letter that will set forth the financial exposure limit and identify whether or not any specially requested terms have been granted.

10. The Quoter will not be eligible to submit Quotes until receipt of the BOA and the Acceptance Letter—both signed by the Contracting Officer. The Contracting Officer's approval of the BOA online will enable the Contractor to submit quotes online, which is the only submission method permitted under the BOA Solicitation.

11. DLA Strategic Materials may require the Contractor to submit updated information at any time during the BOA period.

12. The term of the BOA shall be for one year unless the BOA is withdrawn by the Government or superseded by another BOA before that time. The Contracting Officer shall specify the BOA period at the time the BOA is executed by the Government. Quoters shall be required to re-qualify online prior to the end of the BOA period.

**END OF SECTION B**

## SECTION C – QUOTES

### C.1. Submission of Quotes (OCT 13)

**a.** DLA Strategic Materials intends to post any material being offered for sale on its website at http://www.strategicmaterials.dla.mil on **a quarterly basis, on the second Tuesday of the first month of the calendar quarter, by 11:30 a.m.,** local time, Fort Belvoir, VA (i.e., October, January, April, and July). There will be no offering under the BOA Solicitation in October 2013.

**b.** All Quoters pre-qualified under Section **B** are invited to quote.

**c.** A Quoter shall submit all Quotes under this BOA Solicitation electronically through the DLA Strategic Materials Website. Quotes submitted by other electronic means, such as by facsimile (fax) or electronic mail (email) will not be considered for award. Quotes submitted by U.S. Mail, commercial delivery service, or by hand delivery will also not be considered for award. Quotes may be revised or withdrawn on the DLA Strategic Materials Website up until the time set for receipt of quotes.

**d.** Section **I.1. Quote/Award Form** shall be completed online, along with Section **I.3. Certificate of Independent Price Determination (JAN 02)** and Section **I.4. Certification Regarding Responsibility Matters (APR 10)**.

**e.** Quoters seeking to alter the provisions of the BOA or other terms previously agreed upon shall be considered nonresponsive and ineligible for award.

**f.** Quotes must be submitted online by **2:00 p.m.,** local time, Fort Belvoir, VA, on the **day following (i.e., Wednesday) the offering** and shall remain valid for **two (2)** business days after the time set for receipt of Quotes.

**g.** If a Quote is accepted by the Government by the time set in paragraph **f.**, above, after receipt of Quotes, the Quoter agrees to purchase all material quoted on at the price quoted and to take delivery within the contract period specified in the executed Section **I.1. Quote/Award Form.** Section **I.1.** will be completed by the Contracting Officer online.

### C.2. Website Information (OCT 13)

**a.** Quoters requiring additional information on sales or experiencing problems accessing the website between 8:00 a.m. and 4:00 p.m., local time Fort Belvoir, VA, Monday through Friday, Federal holidays excepted, should contact the following:

DLA Strategic Materials Contracting (703) 767-6500

**b.** At all other times, questions regarding the website should be sent to DLA Strategic Materials at this email address: DLAStrategicMaterials@dla.mil.

**c.** For questions regarding SLIM accounts, log in problems, or password resets, Quoters are advised to forward a request to the email address in paragraph **b.**, above. Log in to the website requires registration for a SLIM account (see **SECTION B – PREQUALIFICATION (OCT 13)**, Paragraph 2) with a 15-character strong password.

**Note:** Password resets are computer system generated and may take up to four hours or more to complete. As a result, the Government will not be responsible if a password cannot be reset prior to the time Quotes are due if a Quoter requests a reset within a period of time shorter than the time the computer system requires to process the reset. Quoters are therefore encouraged to view the Requests for Quotes as soon as possible after posting and to begin the process of Quote submission in sufficient time to complete the submission prior to the time Quotes are due. Posting of a Request for Quotes will be in accordance with Sections **A.3.** and **C.1.**, above, or Section **C.2.d.,** below.

**d.** Any type of technical issue (e.g., an outage) with the website, which is within the four hours immediately prior to the time set for receipt of Quotes, may result in an extension of the time set for receipt of Quotes in accordance with Section **C.6.e.** of the BOA Solicitation. DLA Strategic Materials will make a decision regarding the extension based on the prevailing circumstances.

**e.** The inability of an individual user to access the website and submit a Quote caused by failure of the user's hardware, software, Internet Service Provider, or the World Wide Web itself, is not cause for extending an offering or canceling a Request for Quotes.

**f.** Widespread access difficulties or other compromises of the Quote process may warrant canceling a Request for Quotes at the discretion of DLA Strategic Materials.

## C.3. Online Quote Submissions (OCT 13)

**a.** All Quotes submitted under this BOA Solicitation shall be submitted online. In order to submit Quotes online, Quoters must pre-qualify by registering for a SLIM account (**SECTION B – PREQUALIFICATION (OCT 13),** Paragraph 2); establish a company profile (or individual profile); and register for the Solicitation. All actions must be completed online.

**b.** Quotes submitted through the DLA Strategic Materials Website constitute an electronic signature certifying that the official submitting the Quote has the authority to bind the company. Company officials are cautioned that individuals given the role of "Quoter" for the company will be able to submit a Quote under

this BOA Solicitation. The Government will not bear any responsibility if unauthorized company personnel are provided the role of "Quoter" by the company.

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

## C.4. Offer Price (DEC 07)

Quotes shall be expressed as a fixed U.S. dollar and cent value per pound.

## C.5. Minimum Quote Quantity (MAR 11)

The minimum Quote quantity shall be one entire line item unless otherwise stated on the DLA Strategic Materials Website. A Quote for less than the minimum quantity will be considered nonresponsive and ineligible for award.

## C.6. Late Submissions, Modifications, and Withdrawals of Quotes (OCT 13)

**a.** Any Quote received at the office designated in the BOA Solicitation after the exact time specified for receipt of Quotes will not be considered unless it is received before award is made and –

(1) There is acceptable evidence to establish that it was received at the activity designated for receipt of Quotes and was under the Government's control prior to the time set for receipt of Quotes, and the Contracting Officer determines that accepting the late Quote would not unduly delay the sale; or

(2) It is the only Quote received.

**b.** Any modification to a Quote, including a modification resulting from the Contracting Officer's request for confirmation, is subject to the same conditions stated in paragraph **C.6.a.** of this provision.

**c.** The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp on the online submission.

**d.** Notwithstanding paragraph **C.6.a.**, a late modification of an otherwise successful Quote that includes terms more favorable to the Government will be considered if it is received at any time prior to award and may be accepted.

**e.** If an emergency or unanticipated event interrupts normal Government processes so that Quotes cannot be received at the office designated for receipt of Quotes by the exact time specified in the offering and the Government is unable to provide timely notice of an extension of the time set for receipt of Quotes, the time set for receipt of Quotes for that day will be deemed to be extended to the same time on the next DLA Strategic Materials business day.

**f.** Quotes may be submitted, modified and withdrawn only online.

## C.7. Consideration of Quotes (OCT 13)

**a.** The Government reserves the right to –

(1) Reject any or all Quotes;

(2) Waive any informalities and minor irregularities in a Quote;

(3) Award a quantity less than the quantity quoted at the unit price quoted; and

(4) Accept any one item or group of items in a Quote, as may be in the best interest of the Government.

**b.** Quoters may submit multiple Quotes for multiple quantities at various unit prices and may specify a minimum and/or a maximum quantity by selecting to edit the Quote submitted. The minimum quantity specified cannot be less than the minimum quantity set forth in Section **C.5.** and on the website.

## C.8. Responsiveness of Quotes (OCT 13)

**a.** To be considered for award, Quotes must be responsive. A responsive Quote is one that **fully complies** with the terms of the BOA and in which the intent of the Quoter is clear on its face.

**b.** A Quote must clearly state the unit price (fixed price only) for each line item.

**c.** Any Quote that requires the Government to exercise judgment with respect to quantity or price will render the Quote nonresponsive and ineligible for award.

**d.** The online submission process will not permit a Quoter to submit a Quote for less than the minimum quantity set forth in Section **C.5.** and on the website.

**e.** The online Quote submission process will result in creation of the Section **I.1. Quote/Award Form**. By submitting a quote through the DLA Strategic Materials Website:

(1) The Quoter accepts all terms and conditions of the BOA; and

(2) Award on the Quote results in a binding contract with terms and conditions that do not vary from the terms and conditions of the BOA.

**f.** Quotes submitted through the website cannot reject, modify, or alter terms, conditions, or provisions of the BOA. Quotes submitted outside the website shall not be accepted and shall render the Quote nonresponsive and ineligible for award.

## C.9. Evaluation of Quotes (JUN 99)

**a.** Quotes will be evaluated on the basis of prices offered as may be adjusted by any special terms previously negotiated.

**b.** To participate in sales and be considered for award, Quoters must be pre-qualified in accordance with Section **B**.

## C.10. Tie Quote Procedures (OCT 13)

In the event that Quotes of an equal unit price are received for a single line item, lots will be drawn to determine the successful Quoter for award of the material.

## C.11. Contract Award (OCT 13)

A written award signed by the Contracting Officer and sent to the successful Quoter(s) within two business days of the time set for receipt of Quotes, as specified in Section **C.1.**, paragraphs **f**. and **g**., shall result in a binding contract incorporating all the terms and conditions of the BOA as stated in the executed Section **I.1. Quote/Award Form**.

## C.12. Unsuccessful Quoters (OCT 13)

The DLA Strategic Materials Directorate of Contracting will notify unsuccessful Quoters telephonically or by email at the earliest practicable time.

**END OF SECTION C**

## SECTION D – PAYMENT

### D.1. Payment (MAY 09)

**a.** Payment shall be made in U.S. dollars.

**b.** ***All payments*** shall be made ***only*** by wire transfer (Fedwire for domestic, within U.S. wire payment; or International wire transfer for wire payments from outside the U.S.). This includes payments for material, adjustments for variations in quantity or weight of material shipped, storage charges, interest, penalty charges, administrative charges, or any other charges. If attempted payments are made by check, the payment will be returned to the sender. The Contractor will incur charges if payments are delinquent.

**c.** Payment by wire transfer (Fedwire or International).

(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. Payment shall be accompanied by **identifying information including the contract number; modification number (if applicable); invoice number (if applicable); and the name of the material purchased**.

(2) If wire transfer payment is not made in accordance with the instructions in **Section J.5.** or if identifying information is not provided, shipment of material may be delayed by up to one week, the wire transfer may be returned to the sender or a Contractor may incur charges if payments are delinquent.

**d.** 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.13**.)

### D.2. Payment Due Date (OCT 05)

**a.** Payment will be made before shipment of material and before the end of the contract period specified in the executed Section **I.1. Quote/Award Form**. If payment is not received by 2:00 p.m., local time Fort Belvoir, VA, on the payment due date, payment will not be credited until the next Government business day. Interest and penalty charges will accrue accordingly.

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

## D.3. Interest (AUG 09)

**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 at the Prompt Payment interest rate. The Prompt Payment interest rate shall be the interest rate established by the Secretary of the Treasury as provided by 41 U.S.C. § 611 and Public Law 92-41. The rate can found in the Federal Register and is applicable to the period in which the amount becomes due, as provided in paragraph **b.**, below.

**b.** Amounts shall be due at the earliest of the following dates:

(1) The final day of the contract period specified in Section **I.1. Quote/Award Form** (with or without the issuance of an invoice by the Government); or

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

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

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

**END OF SECTION D**

## SECTION E – MATERIAL REMOVAL

### E.1. Removal of Material (AUG 09)

**a.** The contract period for any quantity of material awarded is **30 calendar days** from the date of contract award.

**b.** If the Contractor fails to pay for and remove the material on or before the last day of the contract period, the Contractor will be considered delinquent and no material will be shipped until payment for all remaining material has been received.

**c.** The contract period includes Saturdays, Sundays, and Federal holidays. If the last day of the contract period is a Saturday, Sunday, or Federal 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 (MAY 10)

**a.** Storage charges shall be assessed on all material remaining after the last day of the contract period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in Section **G.8. Default** of the Solicitation.

**b.** The storage charge is the greater of the following: (1) **$0.005 per pound bulk weight** (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 due immediately.

**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 find the Contractor to be in default for failure to remove the material (See Section **G.8. Default**).

**END OF SECTION E**

## SECTION F – SHIPPING

### F.1. Request for Shipment (OCT 13)

**a.** Delivery is F.O.B. carrier's conveyance. 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 submit shipping instructions to the Contracting Officer by completing the form in Section **J.3. Shipping Instructions** and submitting it online. The Government will only accept shipping instructions from those individuals designated as a "Shipment Requestor" in Section **I.5. Certification Regarding Authorized Persons (OCT 13). No material will be shipped under the provisions of this contract or any other contract the Contractor has with DLA Strategic Materials 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 (including a telephone number where 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, including outloader and sampler 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.** The Government shall determine the order in which the material is scheduled, coordinated, and outloaded.

**d.** Outloading will be accomplished by truck. The Government will provide lumber and nails, if available from depot stock upon request from the Contractor's designee/driver. The Contractor's designee shall perform any necessary procedure(s) to ensure the cargo is safely secured prior to leaving the depot. The Government will not block, chock, brace, lash, band, or in any manner secure the cargo on the Contractor's conveyance(s). The designee shall witness the loading. Any expenses over and above those normally incurred by the Government to meet the public carrier's requirements for loading like materials will be at the expense of the Contractor.

**e.** 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, including the Environmental Safety and Occupational Health Policy of DLA Strategic Materials. See also Section **F.7. Environmental Policy (OCT 13)**.

**f.** Requests for shipment shall be for a minimum of one line item. Shipping instructions and information requested in paragraph **b.**, above, must be submitted through the DLA Strategic Materials website. The submission process will result in the generation of a Section **J.3. Shipping Instructions**. See page 47 for a sample of Section **J.3**.

## F.2. Insurance Requirements (DEC 07)

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 motor vehicles used in connection with performing the contract. Policies covering motor vehicles 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.** No outweighing of material will be performed by the Government. The Government's weights of record shall govern and will be used for payment purposes. The Contractor may elect to have a representative present to witness the outloading.

**b.** Weight certificates shall be provided at the expense of the Government.

**c.** In the event that any broken containers are detected at time of shipment, these will be overpackaged by the Government at the Government's expense prior to outloading. If no loss is discernible, the weight of record with the Government shall govern for that item and shall be final for payment.

## F.4. Weight Discrepancy (JAN 95)

**a.** If the Contractor's weights for the material delivered vary from the Government's certified weights by more than one-half of one percent, the Contractor may give notice of such difference to the Contracting Officer within **two (2)** working days (exclusive of Saturdays, Sundays, and Government holidays) after receipt of the material at destination, requesting that the material be reweighed. In that case, the Contractor shall segregate the shipment in question and hold it intact pending reweighing. The entire shipment shall be reweighed by the Contractor at its expense, in the presence of and in the manner approved by a Government representative, using scales approved by the Government representative. If the weight varies from the Government's certified weight by greater than one-fourth of one percent, plus or minus, that weight shall govern for payment purposes. If the weight determined by reweighing does not vary from the Government's certified weight by greater than one-fourth of one percent, plus or minus, the Government's certified weight shall be final for payment purposes.

**b.** No adjustment shall be considered or made in accordance with the above paragraph unless notice is given by the Contractor to the Contracting Officer within the time specified above and all other requirements of the paragraph are complied with.

## F.5. Assumption of Risk and Disclaimer of Liability (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, any other person or property, or 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 (MAR 11)

The Government reserves the right to vary the quantity or weight delivered by **two (2%) percent** from the quantity or weight listed in the contract 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 Policy (OCT 13)

The Contractor, its agents and employees shall comply with the Environmental Safety and Occupational Health Policy of DLA Strategic Materials while on storage facilities where stockpile material is stored. The Contractor shall review the policy statement for the DLA Strategic Materials Environmental, Safety and Occupational Health Management System (ESOHMS) and each depot's ESOHMS Orientation Guide for Contractors and Visitors. All documentation is available on the DLA Strategic Materials website at **http://www.strategicmaterials.dla.mil.**

## F.8. Environmental Protection (MAR 11)

**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 BOA. 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) Quoters 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. Quoters 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) Quoters 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 BOA 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 BOA is not, in its present form, subject to EPA Hazardous Waste Regulations (40 CFR Part 260, et seq.) issued under the Resource Conservation and Recovery Act. However, it is possible that use of this material will lead to the creation of a hazardous waste. 40 CFR Part 260, et seq., details the responsibilities of generators, transporters, treaters, storers, and disposers of hazardous waste. Failure to comply with these regulations can lead to civil and criminal penalties.

(3) The wood pallets or materials used to package the commodity sold under this BOA may have been treated with a wood preservative to protect it from insect attack and decay. These preservatives penetrate and remain in the wood for a long time and may pose certain hazards if precautions are not taken during the handling, use, and disposal of these treated wood products. Treated wood products should not be burned in open fires. Contractors are encouraged to seek advice on proper disposal from the local environmental protection agency.

**END OF SECTION F**

## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1. Effective Period (MAR 11)

The term of this BOA shall be for a period of one year and shall be specified by the Contracting Officer at the time the BOA is executed by the Government. The BOA shall be in effect during this term unless withdrawn by the Government or superseded by another BOA.

### G.2. Amendments and Modifications (MAR 11)

**a.** Changes in terms and conditions of this BOA 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.3. 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.4. 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 time 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.5. 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.6. Protests (MAR 11)

**a. General.** Companies may file a protest over sales under this Agreement with the -

(1) Contracting Officer;
(2) Director, Directorate of Contracting, DLA Strategic Materials, for a decision at a level above the Contracting Officer.

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

**b. Pre-Award Protests:**

A protest by a company concerning the terms of this BOA Solicitation shall be filed before the company submits a completed BOA package as specified in Section **B**. Protests concerning the terms of any Request for Quotes hereunder shall be filed prior to the time set for receipt of Quotes.

**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 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 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 delivery service, or facsimile:

ATTN: Directorate of Contracting
(Insert name of the Contracting Officer)
DLA Strategic Materials
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile No.: (703) 767-5484 or (703) 767-4074

(2) As an alternative to filing a protest with the Contracting Officer, Quoters may seek an independent review by filing an agency-level protest with the DLA Strategic Materials Director, Directorate of Contracting. 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 delivery service, or facsimile:

ATTN: Director, Directorate of Contracting
DLA Strategic Materials
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile No.: (703) 767-4074

## G.7. Disputes (MAR 11)

**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 a contract entered into pursuant to this BOA 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.8. Default (AUG 09)

**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 contract is terminated, the Contractor could be held liable for damages resulting from the resale of the material, as described below. The Contractor may also be liable for additional charges including, not limited to: interest, storage charges, penalty charges, consideration fees, and administrative charges relating to the termination.

**c.** If the Government terminates the contract for default, it may subsequently resell the material for the Contractor's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Contractor the difference between the contract price and the price obtained on resale. In no event will the Contractor be refunded any money if the Government obtains a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not resell the material within 12 months, the Contractor may be held liable for the full contract price for the quantity of material on which the default has occurred.

**d.** If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

**e.** The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

## G.9. Applicable Law for Breach of Contract Claim (JUL 06)

United States law will apply to resolve any claim of breach of this contract.

## G.10. Bankruptcy (JAN 07)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the contracting officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy

filing. This notification shall include the date on which the bankruptcy petition was filed and the identity of the court in which the bankruptcy petition was filed.

## G.11. 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.12. Excusable Delays (DEC 07)

**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.** The Contracting Officer shall make a written determination that an excusable delay condition exists.

**c.** 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.

**d.** 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.13. Setoff of Funds (MAY 04)

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

## G.14. 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 conjunction 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 person subject to the Contractor's control.

## G.15. 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 the 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 office to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**END OF SECTION G**

## SECTION H – DEFINITIONS (OCT 13)

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

**a.** The term "BOA" (or "Agreement") means the agreement awarded to a Contractor pursuant to the BOA Solicitation. Once a Contractor has been awarded a BOA, the Contractor may submit a Quote in response to a Request for Quotes.

**b.** The term "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

**c.** The terms "Quoter", "Purchaser", "Offeror" or "Contractor" may be used interchangeably.

**d.** The term "Acceptance Letter" means the letter, signed by the Contracting Officer, indicating that the Government has awarded the BOA to the Contractor.

**e.** The term "Quote/Award Form" means the form used by a Contractor to submit a Quote to the Government in response to a Request for Quotes under the BOA. A sample of Section **I.1. Quote/Award Form** is shown on page 34 of the BOA Solicitation. The Section **I.1. Quote/Award Form** will be generated when a Quoter submits a Quote online through the DLA Strategic Materials Website, http://www.strategicmaterials.dla.mil.

**f.** The terms "shall" and "must" may be used interchangeably.

**g.** The term "electronic commerce" means electronic techniques for accomplishing business transactions including electronic mail or messaging and World Wide Web technology. The only acceptable form of electronic commerce which may be used under the BOA Solicitation is online submission through the DLA Strategic Materials Website.

**h.** The terms "DLA Strategic Materials" and "Government" may be used interchangeably.

**END OF SECTION H**

## SECTION I – SUBMITTALS

**THE FOLLOWING SUBMITTALS SHALL BE COMPLETED AND SUBMITTED THROUGH THE DLA STRATEGIC MATERIALS WEBSITE. THE COPIES PROVIDED IN THIS SOLICITATION ARE SAMPLES ONLY:**

**INITIAL SUBMISSION IN RESPONSE TO THIS BASIC ORDERING AGREEMENT:**

**BOA Signature Form (must be submitted online, sample on page 2 of 57)**

I.4. Certification Regarding Responsibility Matters (APR 10)

I.5. Certification Regarding Authorized Persons (OCT 13)

I.6. Type of Business Organization (APR 96)

I.7. Contractor's Mailing Address (OCT 13)

I.8. Contractor's Billing Address (OCT 13)

I.9. Disputes: Agreement to Use Alternative Dispute Resolution (JUL 06)

**Financial Information as appropriate in response to Section B, Item 5.**

**SUBMISSION WITH QUOTE:**

***Sections I.3. and I.4. are certified by the Quoter on the DLA Strategic Materials Website at the time of Quote submission:***

I.3. Certificate of Independent Price Determination (JAN 02)

I.4. Certification Regarding Responsibility Matters (APR 10)

## I.1. Quote/Award Form (OCT 13) [SAMPLE ONLY]

| **I.1 QUOTE/AWARD FORM UNDER DLA-Chromium Metal-006** | | **CONTRACT NUMBER [Contract Number]** | Page 1 of |
|---|---|---|---|
| From (Name of Company): | | To: DEFENSE LOGISTICS AGENCY<br>DLA STRATEGIC MATERIALS<br>8725 JOHN J. KINGMAN ROAD, SUITE 3229<br>FORT BELVOIR, VA 22060-6223 | |
| DATE OF QUOTE:<br>[Date Approved] | CONTRACT PERIOD EXPIRES ON:<br>[Contract Expires] | INVOICE/CONTRACTOR PAYMENTS:<br>CONTACTOR PAYMENTS MUST BE MADE BY WIRE TRANSFER | |

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 the Basic Ordering Agreement (BOA), DLA-Chromium Metal-006. In the event of a conflict between the terms of the BOA, the Acceptance Letter and the Quote/Award Form, the terms of the Quote/Award Form govern.

Quote was prepared in accordance with the following certifications which were accepted and electronically signed by the specified account.

| **Submittal** | **Account** | **Date** |
|---|---|---|
| Certification Regarding Responsibility Matters (APR 10) | | |
| Certificate of Independent Price Determination (JAN 02) | | |

| **EXECUTION BY CONTRACTOR** | **ACCEPTANCE BY GOVERNMENT** |
|---|---|
| Electronically Signed By: | UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER):<br>[Approved By Signature] |
| Date: | Date:<br>[Date Approved] |
| NAME AND TITLE OF SIGNER:<br>Name:<br>Title:<br>Email:<br>Telephone: | NAME OF CONTRACTING OFFICER<br>Name: [Approved By]<br>Title: [Approved By Title] |

## I.2. Quote Items

The listing of items of chromium metal available for an offering will be provided on the DLA Strategic Materials Website: **http://www.strategicmaterials.dla.mil**.

## I.3. Certificate of Independent Price Determination (JAN 02) [SAMPLE ONLY]

| | |
|---|---|
| a | The Contractor certifies that: |
| a.1 | The prices in each Quote have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Quoters or competitor relating to (i) each Quote, (ii) the intention to submit a Quote, or (iii) the methods or factors used to calculate the price quoted; |
| a.2 | The prices in each Quote have not been and will not be knowingly disclosed by the Quoter, directly or indirectly, to any other Quoter or competitor before contract award unless otherwise required by law; and |
| a.3 | No attempt has been made or will be made by the Quoter to induce any other concern to submit or not to submit a Quote for purposes of restricting competition. |
| b | Each signature on the Quote is considered to be a certification by the signatory that the signatory: |
| b.1 | Is the person in the Quoter's organization responsible for determining the prices being quoted, and that the signatory has not participated and will not participate in any action contrary to subparagraph a.(1) through a.(3) above; or |
| b.2 | (i) Has been authorized, in writing, to act as agent;<br>(ii) As an authorized agent, does certify that the principals have not participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) above. |
| c | If the Quoter deletes or modifies subparagraph a.(2) above, the Quoter must furnish with its Quote a signed statement setting forth in detail the circumstances of the disclosure. |

User Certified: ☐ (By checking this box, you are certifying that you accept the contents of the certification and that all input is correct.)

## I.4. Certification Regarding Responsibility Matters (APR 10) [SAMPLE ONLY]

| | |
|---|---|
| a.1 | The Offeror certifies, to the best of its knowledge and belief, that— |
| a.1.i | The Offeror and/or any of its Principals— |
| a.1.i.A | Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; |
| a.1.i.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, tax evasion, violating Federal criminal tax laws, or receiving stolen property; |
| a.1.i.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 paragraph (a)(1)(i)(B) of this provision; |
| a.1.i.D | Have ( ), have not ( ), within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied. |
| a.1.i.D.1 | Federal taxes are considered delinquent if both of the following criteria |
| a.1.i.D.1.i | The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally |
| a.1.i.D.2.ii | The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights. |
| a.1.i.D.2.iii | The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment. |

| | |
|---|---|
| a.1.i.D.2.iv | The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code). |
| a.1.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. |
| a.2 | "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions). |
| | **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 an 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 other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this Basic Ordering Agreement for default. |

User Certified: ☐ (By checking this box, you are certifying that you accept the contents of the certification and that all input is correct.)

## I.5. Certification Regarding Authorized Persons (OCT 13) [SAMPLE ONLY]

The Contractor represents that the following individuals are current employees of [Company Name] and are authorized to perform the indicated roles.

Administrator: Can submit and update the Registration for solicitation DLA-Chromium Metal-006.

Quoter: Can submit and update Quotes for solicitation DLA-Chromium Metal-006.

Shipment Requestor: Upon award, can submit Requests for Shipment for contracts awarded under solicitation DLA-Chromium Metal-006.

| Account | Name | Company Title | Administrator | Quoter | Shipment Requestor |
|---|---|---|---|---|---|
| | | | ☐ | ☐ | ☐ |
| | | | ☐ | ☐ | ☐ |
| | | | ☐ | ☐ | ☐ |
| | | | ☐ | ☐ | ☐ |

User Certified: ☐ (By checking this box, you are certifying that you accept the contents of the certification and that all input is correct.)

## I.6. Type of Business Organization (APR 96) [SAMPLE ONLY]

The Contractor 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 Contractor 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 Contractor 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 Contractor is owned or controlled by another, state the relationship (e.g., wholly owned subsidiary, etc.): _____. |
| e | The Contractor agrees to provide additional information relating to the above representations if requested to do so by the Contracting Officer. |

User Certified: ☐ (By checking this box, you are certifying that you accept the contents of the certification and that all input is correct.)

## I.7. Contractor's Mailing Address (OCT 13) [SAMPLE ONLY]

The Contractor shall provide its address, telephone number, facsimile number and email address.

Use company default address --SELECT-- Go

**Location Type*:** ◉ Domestic ○ International

**Attention Line:**

**Individual Title:**

**Department/Division:**

**Company Name*:**

**Address Line 1*:**

**Address Line 2:**

**City*:**

**State/Province*:** --SELECT--

**Zip/Postal Code*:**

**Telephone*:**

**Fax:**

**Email*:**

User Certified: ☐ (By checking this box, you are certifying that you accept the contents of the certification and that all input is correct.)

## I.8. Contractor's Billing Address (OCT 13) [SAMPLE ONLY]

The Contractor shall provide its address, telephone number, facsimile number and email address.

Use company default address --SELECT-- Go

**Location Type*:** ◉ Domestic ○ International

**Attention Line:**

**Individual Title:**

**Department/Division:**

**Company Name*:**

**Address Line 1*:**

**Address Line 2:**

**City*:**

**State/Province*:** --SELECT--

**Zip/Postal Code*:**

**Telephone*:**

**Fax:**

**Email*:**

User Certified: ☐ (By checking this box, you are certifying that you accept the contents of the certification and that all input is correct.)

## I.9. Disputes: Alternative Dispute Resolution (JUL 06) [SAMPLE ONLY]

| | |
|---|---|
| a | The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute. |
| b | Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor, or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate. |
| c | If you wish to opt out of this clause, check here ☐. Alternate wording may be negotiated with the contracting officer. |

User Certified: ☐ (By checking this box, you are certifying that you accept the contents of the certification and that all input is correct.)

**END OF SECTION I**

## SECTION J – LIST OF ATTACHMENTS

J.1. Analysis of Material

J.2. Storage Locations

J.3. Shipping Instructions (OCT 13)

J.4. Material Safety Data Sheets (DEC 08)

J.5. Fedwire and International Wire Transfer Procedures (MAR 11)

## J.1. Analysis of Material

The analytical information for the chromium metal offered for sale may be found on the Quote Items listing provided on the DLA Strategic Materials Website **http://www.strategicmaterials.dla.mil**.

## J.2. Storage Locations

Information on storage locations for chromium metal may be found on the DLA Strategic Materials Website **http://www.strategicmaterials.dla.mil** by clicking on the "Resources" tab.

## J.3. Shipping Instructions (OCT 13) [SAMPLE ONLY]

| | |
|---|---|
| Solicitation:<br>DLA-Chromium Metal-006 | |
| Shipment Request Number: | |
| Contractor: | |
| Contractor Point of Contact: | Telephone Number: |
| Strategic Materials<br>Contract Number: | Commodity:<br>Chromium Metal |
| Item/Pile: | |
| Depot: | |
| Quantity: | |
| Unit Price: | Total Dollar Value: |
| Shipping Method: | |
| Carrier Name: | |
| Point of Contact: | Telephone Number: |
| Date Shipment Desired: | |
| Ship To: | |
| Minimum Load: | |
| Outloader: | Telephone Number: |
| Sampler: | Telephone Number: |
| Remarks: | |
| Electronically Submitted<br>by Account: | Date Submitted: |

## J.4. Material Safety Data Sheets – Chromium Metal (SEP 08)



ChemADVISOR® Inc.
Regulatory Compliance Products & Services

# MATERIAL SAFETY DATA SHEET

## 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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

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

**SUBSTANCE: CHROMIUM**

**TRADE NAMES/SYNONYMS:**
CHROME; CHROMIUM ELEMENT; CHROMIUM METAL; METALLIC CHROMIUM; Cr; DLA05001; RTECS GB4200000

**CHEMICAL FAMILY:** metal

**CREATION DATE:** Mar 16 1995
**REVISION DATE:** Sep 04 2008

## 2. COMPOSITION, INFORMATION ON INGREDIENTS

**COMPONENT:** CHROMIUM
**CAS NUMBER:** 7440-47-3
**EC NUMBER (EINECS):** 231-157-5
**PERCENTAGE:** 100.0

## 3. HAZARDS IDENTIFICATION

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

**EMERGENCY OVERVIEW:**
**PHYSICAL DESCRIPTION:** Odorless, steel-gray, lustrous metal in pig, ingot or tub form.
**MAJOR HEALTH HAZARDS:** No significant target effects reported.
**PHYSICAL HAZARDS:** Dust/air mixtures may ignite or explode.

**POTENTIAL HEALTH EFFECTS:**

**INHALATION:**
**SHORT TERM EXPOSURE:** irritation
**LONG TERM EXPOSURE:** digestive disorders, lung damage
**SKIN CONTACT:**
**SHORT TERM EXPOSURE:** irritation
**LONG TERM EXPOSURE:** kidney damage
**EYE CONTACT:**
**SHORT TERM EXPOSURE:** irritation
**LONG TERM EXPOSURE:** tearing
**INGESTION:**
**SHORT TERM EXPOSURE:** vomiting, stomach pain, dizziness
**LONG TERM EXPOSURE:** no information is available

**CARCINOGEN STATUS:**
**OSHA:** No
**NTP:** No
**IARC:** No

## 4. FIRST AID MEASURES

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

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

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

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

**ANTIDOTE:** dimercaprol, intramuscular.

## 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

Do not get water directly on material.

**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.

**LOWER FLAMMABLE LIMIT:** 0.230 oz/ft3

## 6. ACCIDENTAL RELEASE MEASURES

**OCCUPATIONAL RELEASE:**
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).

## 7. HANDLING AND STORAGE

**STORAGE:** Store and handle in accordance with all current regulations and standards. Store in a tightly closed container. Store in a cool, dry place. Store in a well-ventilated area. Keep separated from incompatible substances.

## 8. EXPOSURE CONTROLS, PERSONAL PROTECTION

**EXPOSURE LIMITS:**
**CHROMIUM:**
1 mg(Cr)/m3 OSHA TWA (metal)
0.5 mg(Cr)/m3 ACGIH TWA (metal)
0.5 mg(Cr)/m3 NIOSH recommended TWA 8 hour(s) (metal)
2 mg/m3 EC OEL TWA (IOELV) (metal)
0.5 mg/m3 UK WEL TWA 8 hour(s) (metal)

**MEASUREMENT METHOD:** NIOSH IV # 7024, 7300, 7301, 7303, 9102; OSHA ID121, ID125G

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

**EYE PROTECTION:** Eye protection not required under normal conditions.

**CLOTHING:** Protective clothing is not required under normal conditions.

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

**RESPIRATOR:** The following respirators and maximum use concentrations are drawn from NIOSH and/or OSHA.
Measurement Element:
Chromium (Cr)
**2.5 mg/m3**
Any quarter-mask respirator.
**5 mg/m3**
Any particulate respirator equipped with an N95, R95, or P95 filter (including N95, R95, and P95 filtering facepieces) except quarter-mask respirators. The following filters may also be used: N99, R99,

P99, N100, R100 or P100.
Any supplied-air respirator.
**12.5 mg/m3**
Any supplied-air respirator operated in a continuous-flow mode.
Any powered, air-purifying respirator with a high-efficiency particulate filter.
**25 mg/m3**
Any air-purifying, full-facepiece respirator equipped with an N100, R100, or P100 filter.
Any powered, air-purifying respirator with a tight-fitting facepiece and a high-efficiency particulate filter.
Any self-contained breathing apparatus with a full facepiece.
Any supplied-air respirator with a full facepiece.
**250 mg/m3**
Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode.
Emergency or planned entry into unknown concentrations or IDLH conditions -
Any self-contained breathing apparatus that has a full facepiece and is operated in a pressure-demand or other positive-pressure mode.
Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode in combination with an auxiliary self-contained breathing apparatus operated in pressure-demand or other positive-pressure mode.
**Escape -**
Any air-purifying, full-facepiece respirator equipped with an N100, R100, or P100 filter.
Any appropriate escape-type, self-contained breathing apparatus.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

**PHYSICAL DESCRIPTION:** Odorless, steel-gray, lustrous metal in pig, ingot or tub form.
**MOLECULAR WEIGHT:** 51.996
**MOLECULAR FORMULA:** Cr
**BOILING POINT:** 4842 F (2672 C)
**MELTING POINT:** 3339-3411 F (1837-1877 C)
**VAPOR PRESSURE:** 1 mmHg @ 1616 C
**VAPOR DENSITY:** Not applicable
**SPECIFIC GRAVITY (water=1):** 7.20 @ 28 C
**WATER SOLUBILITY:** insoluble
**PH:** Not applicable
**VOLATILITY:** Not applicable
**ODOR THRESHOLD:** Not available
**EVAPORATION RATE:** Not applicable
**COEFFICIENT OF WATER/OIL DISTRIBUTION:** Not available
**SOLVENT SOLUBILITY:**
**Soluble:** dilute sulfuric acid, hydrochloric acid
**Insoluble:** nitric acid, aqua regia

## 10. STABILITY AND REACTIVITY

**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: oxides of chromium

**POLYMERIZATION:** Will not polymerize.

## 11. TOXICOLOGICAL INFORMATION

**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 (Chromium metal)
**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
**MUTAGENIC DATA:** DNA damage - human lung 1 umol/L
**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.

## 12. ECOLOGICAL INFORMATION

**ECOTOXICITY DATA:**
**FISH TOXICITY:** 14300 ug/L 96 hour(s) LC50 (Mortality) Common, mirror, colored, carp (Cyprinus carpio)

**INVERTEBRATE TOXICITY:** 2000 ug/L 0-5 hour(s) LETH (Mortality) Copepod (Tisbe holothuriae)

**ALGAL TOXICITY:** 3000-5000 ug/L NR hour(s) (Population Growth) Blue-green algae (Synechocystis aquatilis)

**PHYTOTOXICITY:** 9900 ug/L 32 week(s) EC50 (Biomass) Water-milfoil (Myriophyllum spicatum)

**FATE AND TRANSPORT:**
**BIOCONCENTRATION:** 20-40 ug/L NR week(s) BCF (Residue) Common bay mussel,blue mussel (Mytilus edulis) 100 ug/L

## 13. DISPOSAL CONSIDERATIONS

Hazardous Waste Number(s): D007. Dispose of in accordance with U.S. EPA 40 CFR 262 for concentrations at or above the Regulatory level. Regulatory level- 5.0 mg/L. Dispose in accordance with all applicable regulations.

## 14. TRANSPORT INFORMATION

**U.S. DOT 49 CFR 172.101:**
**PROPER SHIPPING NAME:** RQ Environmentally hazardous substances, solid, n.o.s. (CHROMIUM)

**ID NUMBER:** UN3077
**HAZARD CLASS OR DIVISION:** 9
**PACKING GROUP:** III
**LABELING REQUIREMENTS:** 9

**CANADIAN TRANSPORTATION OF DANGEROUS GOODS:**
**SHIPPING NAME:** Environmentally hazardous substance, solid, n.o.s. (CHROMIUM)
**UN NUMBER:** UN3077
**CLASS:** 9
**PACKING GROUP/CATEGORY:** III

**LAND TRANSPORT ADR:**
**PROPER SHIPPING NAME:** Environmentally hazardous substance, solid, n.o.s. (CHROMIUM)
**UN NUMBER:** UN3077
**CLASS:** 9
**CLASSIFICATION CODE:** M7
**PACKING GROUP:** III
**LABELS:** 9

**LAND TRANSPORT RID:**
**PROPER SHIPPING NAME:** Environmentally hazardous substance, solid, n.o.s. (CHROMIUM)
**UN NUMBER:** UN3077
**CLASS:** 9
**CLASSIFICATION CODE:** M7
**PACKING GROUP:** III
**LABELS:** 9

**AIR TRANSPORT IATA:**
**PROPER SHIPPING NAME:** Environmentally hazardous substance, solid, n.o.s. (CHROMIUM)
**UN/ID NUMBER:** UN3077
**CLASS OR DIVISION:** 9
**HAZARD LABELS:** 9
**PACKING GROUP:** III

**AIR TRANSPORT ICAO:**
**PROPER SHIPPING NAME:** Environmentally hazardous substance, solid, n.o.s. (CHROMIUM)
**UN NUMBER:** UN3077
**CLASS OR DIVISION:** 9
**LABELS:** 9
**UN PACKING GROUP:** III

**MARITIME TRANSPORT IMDG:**
**PROPER SHIPPING NAME:** Environmentally hazardous substance, solid, n.o.s. (CHROMIUM)
**UN NUMBER:** UN3077
**CLASS OR DIVISION:** 9
**PACKING GROUP:** III

## 15. REGULATORY INFORMATION

**U.S. REGULATIONS:**

**CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):**
**CHROMIUM:** 5000 LBS RQ (solid metal particles < 100 micrometer diameter (0.004 inches))

**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.

**EC RISK AND SAFETY PHRASES:**

| | |
|---|---|
| R 64 | May cause harm to breastfed babies. |

**GERMAN REGULATIONS:**
**WATER HAZARD CLASS (WGK):**
**STATE OF CLASSIFICATION:** VwVwS
**CLASSIFICATION UNDER HAZARD TO WATER:** 0

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

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

## 16. OTHER INFORMATION

**MSDS SUMMARY OF CHANGES**
14. TRANSPORT INFORMATION

"RTECS®" is a United States trademark owned and licensed under authority of the U.S. Government,

by and through Symyx Software, Inc. Portions ©Copyright 2001, U.S. Government. All rights reserved.

©Copyright 1984-2008 ChemADVISOR, Inc. All rights reserved.

## J.5. Fedwire and International Wire Transfer Procedures (MAR 11)

### Fedwire (domestic wire transfer)

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

To ensure the funds are credited to DLA Strategic Materials the following information is required for any wire transfer of funds.

1. Bank Name, Location, and Routing Number.

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

2. Amount of funds to be transferred.

3. Beneficiary Identifier: 00006355
   Beneficiary Name: DFAS/STRATEGIC MATERIALS

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

NOTE:
Under Item 3, the number 00006355 is the ALC = Agency Location Code (this is the same as account number)

### International Wire Payment

The following information is required for payments made through international wire payment.

1. Bank Name, Bank Address, Swift Code, Account Number, ABA Number, Account Name.

   Bank Name: Citibank
   Bank Address: 388 Greenwich Street, New York, NY 10013
   Swift Code: CITIUS33XXX
   Account Number: **36838868**
   ABA Number: 021000089
   Account Name: **Federal Reserve Bank of New York/ITS**

   **IMPORTANT NOTE:** All international wire payments must include the following reference for payments to post to the Defense Finance and Accounting Service (DFAS) account:

   **ITSALC00006355DOD Columbus**

2. Amount of funds to be transferred.

3. Addendum Information: Payment for Contract No._____
   Invoice No._____