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DLA-FERROMANGANESE-009

SOLICITATION OF OFFERS

FOR HIGH CARBON FERROMANGANESE



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SECTION A – SOLICITATION

A.1. Introduction (AUG 14)

- a. The Defense Logistics Agency (DLA), DLA Strategic Materials, is soliciting Offers for the sale of approximately **100,000 short tons (ST)** of high carbon ferromanganese in Fiscal Years 2015 and 2016, as follows:

Fiscal Year 2015 (Oct 1, 2014 – Sep 30, 2015)	50,000 short tons
Fiscal Year 2016 (Oct 1, 2014 – Sep 30, 2016)	50,000 short tons

- b. Offers may be submitted for a quantity in Fiscal Year 2015 only or for a quantity in Fiscal Year 2015 with an additional quantity in Fiscal Year 2016. Offers for a quantity in Fiscal Year 2016 must include a quantity in Fiscal Year 2015. In the event that a contract which includes an additional quantity for Fiscal Year 2016 is awarded, the additional quantity will be accepted by both parties by execution of a modification under the contract. The execution of the contract modification for an additional quantity in Fiscal Year 2016 is subject to sales authority for high carbon ferromanganese in Fiscal Year 2016 and will not take place until after October 1, 2015.
- c. The offering will be held on **Thursday, September 18, 2014, at 2:00 p.m., local time, Fort Belvoir, VA.** Offers must be received at the address in Section **B.2.b.** In the event that DLA Strategic Materials is closed at that time, offers will be processed in accordance with Section **B.5.d.**
- d. **No award of material under this offering will be made until after October 1, 2014, when sales authority for Fiscal Year 2015 becomes effective.**
- e. Handling and outloading will be performed by and at the expense of the Contractor. (See Section **F.1.**)
- f. Offers to purchase material under this Solicitation may be made on a fixed price or formula price basis, with a thirty (30) calendar day or ninety (90) calendar day removal of material schedule for formula price Offers. For contracts awarded on a fixed price basis, the contract period shall be 30 calendar days. For offers which include fixed price and formula price items, any fixed price items awarded will be subject to the 30-calendar day contract performance and removal period. Formula price items and offers must be removed in accordance with Section **E.** All offers will be evaluated as specified in Section **B.8.**
- g. All material offered under this Solicitation for Fiscal Year 2015 is stored at the DLA Strategic Materials Depot in Warren, Ohio. All material offered under this Solicitation for Fiscal Year 2016 is stored at the DLA Strategic Materials storage facility in Point Pleasant, West Virginia.

A.2. Description (AUG 14)

- a. A description of the material offered for sale is provided in Section **I.2.** of the Solicitation. The high carbon ferromanganese, Grade B, stored at the DLA Strategic Materials Depot in Warren, Ohio, was acquired from Domestic producers and from producers in Norway, Japan, and India. The high carbon ferromanganese, Grade B, stored at the DLA Strategic Materials storage facility in Point Pleasant, West Virginia, was acquired from Domestic producers. Additional information on the storage locations is available in Section **J.1.** Analyses of the material are available in Section **J.2.** The material being offered was acquired between 1961 and 1991.
- b. Government records indicate that the material conforms to the data listed in Sections **A.2., I.2., J.2.,** and as posted at <http://www.strategicmaterials.dla.mil/Sales/Pages/Ferromanganese.aspx>; however, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose.

A.3. Financial Exposure Limit (OCT 13)

- a. DLA Strategic Materials will establish a financial exposure limit (maximum level of business the DLA Strategic Materials intends to allow) for each Offeror. The financial exposure limit shall be determined based upon the following:
 - (1) Financial Position of the Offeror
 - (2) Past Performance
 - (3) References (Suppliers, Financial Institutions)
 - (4) Credit Reports
- b. If the Contractor reaches its financial exposure limit, 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 an Offeror: (1) without the prior establishment of a financial exposure limit; or (2) at a dollar amount *which exceeds* the Offeror'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.4. Foreign Trade 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 under this Solicitation.
- 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 (SED) or file any EEI through the Automated Export System (AES) or AESDirect required by the Foreign Trade Regulations.

END OF SECTION A

SECTION B – PREPARATION AND SUBMISSION OF OFFERS

B.1. Submittals (AUG 14)

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

- a. **Section I.1. Sale of Government Property Negotiated Sales Contract (AUG 14)** with the section entitled “Execution by Contractor” completed.
- b. **Section I.2., Item Offer Page – DLA-Ferromanganese-009, FISCAL YEAR 2015 (AUG 14) or Section I.2, Item Offer Page – DLA-Ferromanganese-009, FISCAL YEAR 2016 (AUG 14).** Complete by choosing the desired price type (fixed or formula), removal schedule (thirty (30) day removal or ninety (90) day removal, formula price offers only), and formula (if applicable). The completed form should contain: (1) Offered Price (\$ per ST) column; (2) Quantity (ST) column (3) Total Offered Price (\$) column; (4) company name; (5) name and title of person authorized to sign the offer; (6) telephone number; (7) facsimile; (8) email address; and (9) signature and date blocks completed.

If an Offeror wishes to offer on a quantity of material in both Fiscal Years 2015 and 2016, the Offeror shall use the appropriate offer page and make additional copies of **Section I.2**, if needed.

- c. **Section I.3., Proposed Removal Schedule, Thirty (30) Calendar Day Removal (AUG 14) or Section I.3, Proposed Removal Schedule, Ninety (90) Calendar Day Removal (AUG 14).** This section is required only for formula price offers. The Offeror shall propose a schedule of minimum and maximum removal quantities on either a thirty (30) calendar day or ninety (90) calendar day basis. If an Offeror offers on quantities of material in both Fiscal Year 2015 and 2016, the Offeror shall use the appropriate removal schedule page and submit a separate **Section I.3, Proposed Removal Schedule** for each Fiscal Year.
- d. **Section I.4., Certificate of Independent Price Determination (JAN 14).**
- e. **Section I.5., Certification Regarding Responsibility Matters (APR 10).**
- f. **Representations, Certifications and Identifications at Section I.6. through I.10.**
- g. Copies of the most recent income statement, balance sheet, and list of credit references for the company and any other documentation that will verify the financial level of business transactions. DLA Strategic Materials may require the Contractor to submit updated information at any time.
- h. Any other terms the Offeror wishes to negotiate. (See Section **B.7.c.** and **B.9.c.**)

B.2. General Information (NOV 13)

- a.** Offers, modifications, and revisions to offers may be submitted by the electronic commerce method electronic mail (email). The only transmission method authorized by this solicitation is electronic mail (hereinafter referred to as email; see Sections **B.5.** and **B.6.**). Offers, modifications, and revisions to offers submitted by any other transmission method (i.e., facsimile, commercial delivery service, mail, or hand delivery) will **NOT** be accepted.
- b.** Offerors must submit their offers via email to SMContracting@dla.mil and include the following information:

ATTN: Directorate of Contracting
SOLICITATION OF OFFERS
DLA-Ferromanganese-009
DATE AND TIME OF OFFERING

- c.** The Offeror agrees, if its offer is accepted by the Government within **thirty (30)** working days from the date specified in the Solicitation for receipt of Offers, to purchase all material on which offers are made at the price offered and to take delivery of the material within the time specified in the executed **Section I.1. Sale of Government Property Negotiated Sales Contract (AUG 14)**.
- d.** Unless a designation of agent is on file at DLA Strategic Materials, an Offeror submitting an offer as agent for another party shall submit written proof, either prior to or with the offer, that it is authorized to act as agent and shall tender the Offer in the name of the principal.

B.3. Minimum Quantity (AUG 14)

For item numbers 0429, 0437, 0444, and 0447, the minimum offer quantity shall be for the entire item. For all other items, the minimum offer quantity shall be 2,000 short tons for each item on which an offer is submitted. An offer for less than the minimum quantity may render an Offeror ineligible for award.

B.4. Unit Pricing (AUG 14)

- a.** Prices for ferromanganese shall be expressed on a U.S. dollar and cent value per short ton to two decimal places.
- b.** The Offeror shall indicate a fixed price or formula price and removal schedule on its offer form(s), **Section I.2. Item Offer Page – DLA-Ferromanganese-009, FISCAL YEAR 2015 (AUG 14)** or **Section I.2 Item Offer Page – DLA-Ferromanganese-009, FISCAL YEAR 2016 (AUG 14)**.

- (1) If a fixed price is offered, the contract period shall not exceed 30 calendar days.
- (2) If a formula price is offered, Offerors may submit an offer on the basis of either a thirty (30) calendar day removal period or a ninety (90) calendar day removal period. In accordance with the minimum quantity requirements in Section **B.3**, above, only one removal period type (thirty (30) calendar day or ninety (90) calendar day) may be selected for the minimum quantity required for an item.
- (3) In accordance with Section **B.3.**, Offerors must express the price for the minimum quantity of an item as a single fixed price or a single formula. For items which exceed the minimum quantity requirement, Offerors may express the price for the quantity offered either as a single fixed price or by using one or more formulas.

Formula Pricing:

- c. The reference price for formula price offers shall be an average of the monthly benchmark low prices as follows:

(1) *Platts Metals Daily* high carbon ferromanganese 76% \$/gt in-warehouse US; and;

(2) *Ryan's Notes Ferrous and Nonferrous News and Prices* Ferromanganese - RN 78% Imported NA Transaction, \$/lt.

The \$ / gt (or \$ / lt) price will be converted to \$ / st as follows:

$$\$/gt \text{ (or } \$/lt) * 0.8929 = \$/st$$

The monthly average price for the *Platts Metals Daily* benchmark shall be taken directly from the published monthly low price.

The monthly average price for the *Ryan's Notes* benchmark shall be taken directly from the published monthly low price.

Summing the *Platts Metals Daily* and *Ryan's Notes* monthly low average prices and dividing by two shall determine the monthly price (i.e., the monthly reference price).

- d. Formula price offers shall be expressed as a percentage above or below the reference price, as defined in Section **B.4.c.**, above. The unit price (U.S. dollar and cent per ST) shall be calculated by multiplying the contract percentage (e.g., 110%), which includes the premium or discount, by the prior month reference price. The unit price will be rounded to the nearest whole cent.

- e. If a formula price is used with either a thirty (30) calendar day or ninety (90) calendar day removal schedule, the formula will be based on the prior calendar month average low price as indicated in Section **B.4.c**.

B.5. Late Submissions, Modifications, and Withdrawals of Offers (JAN 14)

- a. Offerors are responsible for submitting Offers, and any revisions, and modifications, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. The only transmission method authorized by this solicitation is the electronic commerce method email.
- b. (1) Any offer, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the sale and—
 - (i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (ii) There is factual evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or
 - (iii) It was the only offer received.
- (2) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- c. Acceptable evidence to establish the time of receipt at the Government installation includes documentary evidence of receipt by the electronic mail system of the installation or oral testimony or statements of Government personnel.
- d. If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first day when normal Government business resumes.
- e. Offers may be withdrawn by written notice at any time before award. The solicitation authorizes electronic mail (email) offers only. Offers may be withdrawn via email received

at any time before award, subject to the conditions specified in the solicitation concerning email offers.

- f. Offerors may submit modifications to their offer by email at any time before closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- g. Offerors may submit best and final offers (BAFOs) only if requested or allowed by the Contracting Officer.
- h. The Contracting Officer shall promptly notify any offeror if its offer, modification, or revision was received late, and inform the Offeror whether its offer will be considered.

B.6. Email Submissions (JAN 14)

Email offers, modifications, and revisions will be accepted any time prior to the exact time set for receipt of offers. Email withdrawals will be accepted any time before award. **Offerors must use the email address SMContracting@dla.mil.**

- a. Definition: “Email submission,” as used in this Solicitation, means an offer, modification, revision, or withdrawal of an offer that is transmitted to and received by the Government via the electronic commerce method electronic mail (email).
- b. Offerors may submit email submissions as responses to this Solicitation. These responses must arrive at the place, and by the time, specified in the Solicitation.
- c. Email submissions that fail to furnish required representations, certifications or information, that reject any of the terms, conditions, and provisions of the Solicitation, that contain garbled information, or are otherwise incomplete, may be excluded from consideration.
- d. Email submissions must contain the required signatures and include the required Solicitation documentation.
- e. The Government will make award solely based on the email submission.

B.7. Consideration of Offers (OCT 13)

- a. The Government reserves the right to --
 - (1) Reject any or all offers;
 - (2) Waive any informalities and minor irregularities in an offer;
 - (3) Award a quantity less than the quantity offered on at the unit price offered; and

- (4) Accept any one item or group of items in an offer, as may be in the best interest of the Government.
- b. Notwithstanding Section **B.7.a.(3)**, Offerors may submit multiple offers at various unit prices and may specify a minimum or maximum quantity. The minimum quantity specified cannot be less than the minimum quantity set forth in Section **B.3**.
- c. The Government may request specific documentation to support the offer submitted. Failure to provide the documentation, if requested, may result in the Offeror being determined to be ineligible for award.

B.8. Evaluation of Offers – High Carbon Ferromanganese (AUG 14)

- a. For award purposes, the Government will evaluate offers for quantities in both Fiscal Year 2015 and 2016.
- b. The evaluation factors are listed below in descending order of importance:
 - (1) Unit price
 - (2) Removal schedule

Offerors who request a ninety (90) calendar day removal schedule will be assessed a unit price deduction based on cost of storage and cost of money (i.e., interest) for **evaluation purposes only**. The Government will assume that the Offeror will make only one payment and one removal during the ninety (90) calendar day period and that the payment and removal will be at the end of the period. Cost of storage deductions will be calculated using the storage fee indicated in Section **E.3 Storage Charges (AUG 14)**. Cost of money deductions will be calculated using the interest rate for debts to the Government established by the Secretary of the Treasury as described in Section **D.3**. These deductions will only be used to evaluate competing offers and to compare unit prices and removal schedules. Once evaluation deductions are calculated based on removal schedule, all Offerors will be evaluated on adjusted unit prices.

- c. To be considered, offers must meet the following minimum requirements:
 - (1) Submission of the information requested in Section **B.1.**;
 - (2) Submission of minimum quantities which comply with Section **B.3.**;
 - (3) Submission of pricing which complies with the provisions of Section **B.4.**; and
 - (4) Submission of a removal schedule which meets or exceeds the provisions of Sections **E.1.** and **E.2.**

B.9. Negotiation Procedures (NOV 13)

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

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

- a. Competitive Range** – The competitive range shall be established to include the most highly rated proposals on the basis of price and other factors that are stated in the solicitation.
- b. Negotiations/Discussions** – Only Offerors within the competitive range will be contacted to schedule the day and time for discussions to be conducted. Negotiations will be conducted only with the company official signing **Section I.1 Sale of Government Property Negotiated Sales Contract (AUG 14)** or a specifically authorized individual identified in **Section I.6. Authorized Negotiators (MAR 11)**. The content and extent of the discussions is a matter of the Contracting Officer's judgment, based on the particular facts of the sale and each Offeror's initial offer.
- c. Discussion Session** – Only one discussion session per Offeror is intended. In order to facilitate meaningful discussions, Offerors should:
 - (1) Be prepared to discuss:
 - (i) All prices and terms included in the initial offer;
 - (ii) Supporting documentation and justification for the derivation of prices offered and other terms the Offeror wishes to negotiate; and
 - (iii) Removal schedule.
 - (2) Arrange to have appropriate support personnel present during discussions, i.e., Purchasing, Marketing, etc.
- d. Best and Final Offer Requests** - At the conclusion of discussions, all Offerors with which discussions were conducted will be requested to submit a best and final offer (BAFO). Oral requests for the best and final offer will be confirmed in writing. Each individual BAFO request will include the following:
 - (1) Notice that discussions are concluded;
 - (2) Time and date by which the BAFO must be submitted;
 - (3) Notice that BAFOs are subject to **Section B.5. Late Submissions, Modifications, and Withdrawals of Offers (JAN 14)**;

- (4) A record of negotiated issues and understandings between the Government and the Offeror (as applicable);
- (5) A list of remaining questions/deficiencies (if any);
- (6) A caution to Offerors to provide supporting documentation for any changes to their prior offers as revised during discussions; and
- (7) Notice that the Government intends to evaluate best and final offers and award a contract without further discussions.

- e. **Best and Final Offer Responses** – The BAFO should strictly conform to the best and final offer request. If the Offeror does not submit a BAFO, the initial offer will be considered as the best and final offer. Changes that are not fully supported by documentation may not be evaluated or considered.
- f. **Subsequent Discussions/BAFO Requests** – Generally, only one best and final offer will be requested. After receipt of best and final offers, discussions will not be reopened unless the Government determines that it is in its best interest to do so. If discussions are reopened, an additional request for best and final offers will be issued to all Offerors that remain in the competitive range.

B.10. Disclosure of Information (NOV 13)

Contractor proprietary or confidential information in offers/discussions/BAFOs will not be disclosed to the public or used by the Government except for evaluation purposes, unless required by law.

B.11. Responsibility Determination (MAR 11)

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

B.12. Contract Award (OCT 13)

A written award signed by the Contracting Officer and sent to a successful Offeror within the time specified for acceptance shall result in a binding contract incorporating all the terms and conditions of this Solicitation unless otherwise

stated in the executed Section **I.1 Sale of Government Property Negotiated Sales Contract (AUG 14)**.

B.13. Unsuccessful Offerors (NOV 13)

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

END OF SECTION B

SECTION C – INSPECTION (AUG 14)

- a.** Offerors or their designees are encouraged to inspect the material and take a grab sample, at their own expense. Grab samples shall not exceed 50 pounds per pile. 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 samples to be representative of the entire pile. The Contractor shall provide the Government with any analysis derived from the grab samples.

- b.** Requests for an appointment to inspect and/or to sample the material must be made by submitting a Material Sampling Request through the DLA Strategic Materials website at:

http://www.strategicmaterials.dla.mil/pages/material_form.aspx

All information will be sent by email. The Government reserves the right to limit the number of individuals granted access to the depot or storage location.

- c.** The Offeror, its agents and representatives shall comply at all times with the rules of the storage location.

END OF SECTION C

SECTION D – PAYMENT

D.1. Payment (AUG 14)

- 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.6**. 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.6**. 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.12.**)
- f. For contracts that use formula pricing, the Contractor is advised to send payment for the quantity of material covered by a Declaration *only after* receiving confirmation from DLA Strategic Materials of the price to be used. DLA Strategic Materials will confirm the price within two business days of receipt of a Declaration. See Section **E.1.**, paragraphs **c.** through **g.**

D.2. Payment Due Date (NOV 13)

- a. Payment will be made before shipment of material and before the end of the contract period specified in the executed **Section I.1. Sale of Government Property Negotiated Sales Contract (AUG 14)**. 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. Amounts shall be due at the earliest of the following dates:
 - (1) The final day of the contract period specified in Section **I.1. Sale of Government Property Negotiated Sales Contract (AUG 14)** (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.
- c. 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 (NOV 13)

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 Section **D.2.b.**, above.

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 – CUSTOMER DECLARATION AND MATERIAL REMOVAL

E.1. Contract Period and Customer Declaration (AUG 14)

- a. *For fixed price contracts*, the contract period for any quantity of material awarded shall be 30 calendar days and shall begin on the date of contract award.
- b. *For formula price contracts*, the contract period is based on the quantity of material awarded and begins on the date of contract award. For contracts awarded with an additional quantity in Fiscal Year 2016, the contract period for the additional quantity will begin on the date of execution of the contract modification by the Contracting Officer. Sections **E.1.b.** through **E.1.g.** apply to formula price contracts only.

Award Quantity (Short Tons)	Contract Period (Calendar Days)
Up to 2,500	90 calendar days
2,501 – 5,000	180 calendar days
5,001 – 7,500	270 calendar days
More than 7,501	360 calendar days

For formula price contracts:

- c. In order to notify the Government of its intent to ship awarded material, the Contractor shall submit a Declaration to the DLA Strategic Materials Directorate of Contracting by email to SMContracting@dla.mil. The Declaration shall indicate the quantity of material to be priced and shipped and a calculation of the price using the Contractor's formula as stated in the contract. The Declaration email shall also include one or more completed Section **J.3 Shipping Instructions (MAR 11)** forms and a completed Section **J.4 Pricing Declaration Worksheet (AUG 14)** as attachments. The Contractor shall submit a minimum of one Declaration as detailed in Section **I.3 Proposed Removal Schedule, Thirty (30) Calendar Day Removal (AUG 14)** or Section **I.3 Proposed Removal Schedule, Ninety (90) Calendar Day Removal, (AUG 14)** each thirty (30) or ninety (90) calendar day period, as appropriate.
- d. Material shipments may be requested at any time and in any frequency during the contract period. Each request for shipment of material requires a Declaration in order to establish concurrence with DLA Strategic Materials of the unit price for the requested quantity. The material to be shipped must be for at least the minimum and for not more than the maximum quantity as detailed in Section **I.3 Proposed Removal Schedule, Thirty (30) Calendar Day Removal (AUG 14)** or Section **I.3 Proposed Removal Schedule, Ninety (90) Calendar Day Removal (AUG 14)**. The Government must receive the Declaration, **J.3 Shipping Instructions (MAR**

11), J.4 Pricing Declaration Worksheet (AUG 14) and payment for the designated removal no less than 5 working days prior to the desired date of shipment. In accordance with Section **D.1 Payment (AUG 14)**, paragraph **f.**, the Contractor is advised that DLA Strategic Materials will confirm the price within two business days of receipt of a Declaration.

- e.** If the contract has a thirty (30) calendar day removal schedule, a minimum of one Declaration must be submitted each thirty (30) calendar day period of the contract period. All material designated for each thirty (30) calendar day removal period must be shipped by the end of the thirty (30) calendar day period, except that all material awarded under the contract must be removed within the contract period.
- f.** If the contract has a ninety (90) calendar day removal schedule, a minimum of one Declaration must be submitted in each ninety (90) calendar day period as designated in the contract. Multiple Declarations may be submitted. The Contractor shall have 30 calendar days from the date that the Government confirms the pricing on the Declaration to remove the declared quantity of material, except that: (1) All material declared in a specific ninety (90) calendar day period must be removed within that period and; (2) All material awarded under the contract must be removed within the contract period.
- g.** Regardless of the removal schedule (every thirty or ninety calendar days), the Declaration's pricing formula shall be calculated using the low average prices from the calendar month prior to the Government's receipt of the Declaration, plus any premium or minus any discount, as indicated in Section **B.4.c.**, above. The Section **J.4 Pricing Declaration Worksheet** must be used in order to confirm the price with DLA Strategic Materials prior to payment.

E.2. Removal of Material (AUG 14)

- a.** For fixed price contracts, the Contractor must remove all material within 30 calendar days from the date of contract award. 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.
- b.** For formula price contracts, the schedule of minimum and maximum removal quantities shall be contained in the completed Sections **I.3 Proposed Removal Schedule, Thirty (30) Calendar Day Removal (AUG 14)** or **I.3 Proposed Removal Schedule, Ninety (90) Calendar Day Removal (AUG 14)**, as appropriate, which shall be made a part of this contract as the contract removal schedule. The Contractor must remove all material designated in a Customer Declaration as specified in Section **E.1**, paragraphs **c.** through **g.**, above.
- c.** If a Contractor is awarded a different quantity than proposed in Sections **I.3 Proposed Removal Schedule, Thirty (30) Calendar Day Removal (AUG 14)**, or

I.3 Proposed Removal Schedule, Ninety (90) Calendar Day Removal (AUG 14),
the final minimum shipping amount will be set in the awarded contract.

- d. For formula price contracts, if the Contractor fails to: (1) submit a Declaration as specified in Section **E.1** and make payment in accordance with Section **D.**; or (2) pay for and remove the minimum quantity in accordance with Section **I.3**, the Contractor will be considered delinquent and no material will be shipped until payment has been received for the minimum thirty (30) calendar day, ninety (90) calendar day, or declared quantity, as appropriate, whichever is greater. If the Contractor has failed to complete removal of all of the material on or before the last day of the removal period (or the 30-calendar day period following confirmation by DLA Strategic Materials of pricing for a Declaration, as appropriate), the Contractor will be considered delinquent and no material will be shipped until payment for all remaining material has been received for that removal period. If the Contractor has failed to complete removal of all of 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 material remaining under the contract has been received.
- e. Removal periods (thirty (30) or ninety (90) days), the contract period, and the 30-calendar day period following the confirmation of pricing for a Declaration include all calendar days. If the last day of any period is a Saturday, Sunday, or Federal holiday, or the storage location is otherwise closed on those days, the removal period, the period of contract performance or the 30-calendar day period will be extended to the next Government workday.

E.3. Storage Charges (AUG 14)

- a. Storage charges shall be assessed on (1) all material remaining unshipped from a Declaration after the end of a thirty (30) or ninety (90) calendar day removal period; after the 30-calendar day period (for a ninety (90) calendar day removal period) following the receipt of the Declaration by, and the confirmation of price by DLA Strategic Materials, as applicable; and/or (2) any and all material remaining unshipped after the last day of the contract period, as applicable. The Government reserves the right to remove any remaining material to another Government storage facility or to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. The determination of whether to move the material to a Government or commercial facility rests solely with the Government. Storage charges continue to accrue until all the material has been removed in accordance with the declaration or the end of the contract period, as applicable, or the contract is terminated for default, in which case the Contractor will be liable for damages, asset forth in Section **G.7. Default** of the Solicitation.
- b. The storage charge is the greater of the following: (1) **\$10.00 per short ton** (if a fraction of a short ton remains, the charge will be for a full short ton) per 30 day

period regardless of whether the material remains in storage a period of 30 days or less than 30 days; or (2) commercial storage charges, if applicable.

- c. Storage charges will be invoiced upon shipment. Payment shall be 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.7. Default**).

END OF SECTION E

SECTION F – SHIPPING

F.1. Request for Shipment (JAN 14)

- a.** Handling and outloading will be by and at the expense of the Contractor. At least **five (5)** working days prior to the date shipment is required to commence, the Contractor shall furnish commercial bills of lading to the designated depot. The Contractor shall submit shipping instructions to the Contracting Officer by completing the form in Section **J.3 Shipping Instructions** and sending the completed Section **J.3** by email. The Government will only accept shipping instructions from those individuals designated in Section **I.8. Persons Authorized to Request Shipment of Material**. **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.1**. The Government shall determine the order in which the material is scheduled, coordinated, and outloaded.
- d.** The Contractor’s designee shall perform any necessary procedure(s) to ensure cargo is safely secured prior to leaving the depot.
- e.** Outloading will be accomplished by truck or an appropriate vehicle. The Contractor will be responsible for any damage to the roads at the storage location above normal wear and tear.
- f.** Upon completion of the outloading, the Contractor and/or its agent(s) and employees shall make certain that the storage site is clean and in a condition

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

- g.** The Contractor, its agents and employees shall comply with all applicable rules at the storage depot; Federal, state and local load limitations; and all safety, health, and environmental requirements, including the Environmental Safety and Occupational Health Policy of DLA Strategic Materials. See also Section **F.6. Environmental Policy (OCT 13)**.
- h.** Requests for shipment shall be for a minimum of 500 ST, or if the location balance is less than this quantity, for the balance at the storage location. Shipping instructions and information requested in Section **F.1.b.** above, are to be furnished to the following address:

DLA Strategic Materials
ATTN: FERROMANGANESE Contracting Officer
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Email: SMContracting@dla.mil

- i.** The Contractor shall pay \$100 per day if the Contractor's conveyance fails to report to an unstaffed storage location as scheduled.

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 (JAN 14)

- a.** Conveyance (truck, van, or railroad cars as applicable by location) shall be light (tare) and heavy weighed (gross), with the tare weight of the conveyance deducted to arrive at the net weight of the material. The stenciled tare weight of a railroad car and the actual tare weight of trucks or vans shall be used. Weighing shall be done by and at the expense of the contractor when public or rail scales are used. All weighing shall be witnessed by a Government representative, with the exception of weighing on railroad scales which will be witnessed by the railroad. Weighing shall be done on the nearest railroad scale or the depot truck scale, if available. If the depot truck scale is not available, then weighing shall be done on the nearest state certified public truck scale.
- b.** A Government representative shall certify the correctness of the weighing method and that the truck scales have been inspected and certified. If the depot truck scale is used for weighing, the Government will provide the certified scale tickets. If a public truck scale is used for weighing, the Contractor or its agent will provide certified scale tickets. The scale tickets will be provided by the Government or the Contractor or its agent, as applicable, within ten working days after the entire requested release quantity has been shipped, or at the end of each week's shipment, whichever is sooner.
- c.** Weight certificates shall be provided at the expense of the Government. Weight indicated on the scale tickets shall be the final determinative weight for payment purposes.

F.4. 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.5. Adjustment for Variation in Quantity or Weight (MAR 11)

The Government reserves the right to vary the quantity or weight delivered by **ten (10) 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.6. 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/Resource/>.

F.7. 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 Solicitation. Inspection may occur prior to, during, or subsequent to removal of the material from Government storage locations. The Contractor or its agent shall provide Government representatives with access and any reasonable assistance required to conduct this inspection.

b. Material Safety Data Sheets

- (1) Offerors are warned that unprotected exposure to hazardous substances, hazardous materials and hazardous chemicals may significantly increase the risk of health problems. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) and any other Federal, state or local laws, codes, ordinances, and regulations (including

obtaining any required licenses or permits) governing exposure to, and storage, handling, transportation, and disposition of, this material.

- (2) Material Safety Data Sheets as required by OSHA Hazard Communication Standard - 29 CFR 1910.1200 are incorporated herein. (See Section **J.5.**) This data provides specific toxicity and health related data for the protection of human health and the environment. Offerors should review this information carefully. It is the responsibility of the Contractor to further communicate this information to the distributor, manufacturer, user and/or transporter of this material as may be required by Federal regulations.
- (3) Offerors shall also refer to 29 CFR 1910 Occupational Safety and Health Standards, specifically sections 1910.1000 through 1050. These occupational standards set standards for permissible exposures, methods of compliance, personal protective equipment, and other measures that must be taken when working with, or in proximity to, hazardous materials, chemicals and substances in the United States and its territories and possessions.

c. Use and Disposition

- (1) The Contractor certifies that it shall use and ultimately dispose of any hazardous material purchased under this Solicitation in accordance with all applicable Federal, state, local and international laws and regulations and in a manner safe for the public and the environment.
- (2) The material offered under this Solicitation is not, in its present form, subject to EPA Hazardous Waste Regulations (40 CFR Part 260, et seq.) issued under the Resource Conservation and Recovery Act. However, it is possible that use of this material will lead to the creation of a hazardous waste. 40 CFR Part 260, et seq., details the responsibilities of generators, transporters, treaters, storers, and disposers of hazardous waste. Failure to comply with these regulations can lead to civil and criminal penalties.

F.8. Accident Reporting (AUG 09)

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

END OF SECTION F

SECTION G – CONTRACT ADMINISTRATION DATA

G.1. Amendments and Modifications (JAN 95)

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

G.2. Title (JUL 02)

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

G.3. Risk of Loss (JUL 02)

- a.** After the award of the contract and prior to receipt of payment for or shipment of the material, whichever occurs first, the Government shall be responsible for the care and protection of the material, and any loss, damage or destruction occurring during such 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.4. Limitation on Government's Liability (JAN 14)

- a.** 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, except as provided in Section **G.4.b.**
- b.** Where specifically authorized in writing by the Contracting Officer, the Contractor may recover reasonable costs of packing, loading, and transportation incurred in connection with return of material to the Government.

G.5. Agency Protests (JAN 14)

- a. General.** Companies may file a protest over sales under this Solicitation 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.** Protests based on alleged improprieties in the solicitation that are apparent prior to bid opening or the time set for receipt of initial offers shall be filed prior to bid opening or the time set for receipt of initial offers. In negotiated sales, protests based on alleged improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation must be filed not later than the next closing time set for receipt of offers following the incorporation.
- c. Post-Award Protests.** Protests after award shall be filed not later than 10 calendar days after the basis of the protest is known or should have been known, whichever is earlier, except for protests challenging a negotiated sale under which a debriefing is requested and provided. In that situation, and where the basis was not known prior to the debriefing, the initial protest shall be filed not later than 10 calendar days after the date of the debriefing.
- d. Service of Protest.**
- (1) Protests 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, Offerors 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
Ft. Belvoir, VA 22060-6223
Facsimile No.: (703) 767-4074

G.6. 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 this contract shall be resolved under this clause.
- c.** "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d.** (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- e. For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- f. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- g. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- h. The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- i. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

G.7. Default (JAN 14)

- 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 Section **G.7.a.(1)(iii)** and Section **G.7.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. In order to calculate the Government's damages on contracts where the contract price is determined on a formula-price basis, the Government will establish the contract price for the quantity of material on which the default has occurred as follows: Using the pricing mechanism set forth in the contract, the Government will set the price as though the material had been priced on the last day of the contract period or the date of the termination notice, whichever is earlier.
- d.** If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
- e.** The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

G.8. Applicable Law for Breach of Contract Claim (JUL 06)

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

G.9. 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.10. 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.11. 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.12. Setoff of Funds (MAY 04)

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

G.13. 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.14. 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 (AUG 14)

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

a. The term “benchmark” is a generally accepted, public index used to determine an approximate value that is used as a guideline in pricing a commodity. Benchmarks are determined by a publication which has surveyed industry participants on their consummated transactions. Under Solicitation **DLA-Ferromanganese-009**, the accepted benchmarks are *Platts Metals Daily* high carbon ferromanganese 76% \$/gt in-warehouse US and *Ryan’s Notes Ferrous and Nonferrous News and Prices Ferromanganese - RN 78% Imported NA Transaction, \$/lt*. For both of these publications, the reference price for formula price offers shall be an average of the monthly benchmark low prices. See Section **B.4**.

b. The following abbreviations have the meanings shown:

gt – gross ton
lt – long ton
st – short ton
RN – Ryan’s Notes
NA – North America

The abbreviations “st” and “ST” both refer to “short ton” and may be used interchangeably.

c. The term “contract period” represents the entire period of performance for the contract. For fixed price contracts, this period is 30 calendar days from the date of contract award. For formula price contracts, this period will begin on the date of contract award and the length of this period will be determined in accordance with the requirements of Section **E**. of this Solicitation.

d. The term “removal period” means the time a Contractor has to pay for, outload, and remove all designated material under each Customer Declaration. This term does not apply to fixed price contracts. For formula price contracts, a removal period will be for either thirty (30) or ninety (90) calendar days.

e. The term “Customer Declaration” means the Contractor’s notification to the Government of its intent to ship awarded material in accordance with Section **E.1**. The terms “Customer Declaration” and “Declaration” may be used interchangeably.

f. **Section J.4, Pricing Declaration Worksheet**, is the document used by the Government and the Contractor in order to confirm the price of the quantity of material on the Customer Declaration.

- g.** The term “Contracting Officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- h.** The terms “Offeror”, “Purchaser”, or “Contractor” may be used interchangeably.
- i.** The terms “shall” and “must” may be used interchangeably.
- j.** The term “electronic commerce” means electronic techniques for accomplishing business transactions including electronic mail or messaging and World Wide Web technology.
- k.** The terms “DLA Strategic Materials” and “Government” may be used interchangeably.

END OF SECTION H

SECTION I – SUBMITTALS

COMPLETE AND RETURN ALL OF THE FOLLOWING:

- I.1. Sale of Government Property Negotiated Sales Contract (AUG 14)
- I.2. Item Offer Page – DLA-Ferromanganese-009, FISCAL YEAR 2015 (AUG 14)
- I.2. Item Offer Page – DLA-Ferromanganese-009, FISCAL YEAR 2016 (AUG 14)
- I.3. Proposed Removal Schedule, Thirty (30) Calendar Day Removal (AUG 14)
- I.3. Proposed Removal Schedule, Ninety (90) Calendar Day Removal (AUG 14)
- I.4. Certificate of Independent Price Determination (JAN 14)
- I.5. Certification Regarding Responsibility Matters (APR 10)
- I.6. Authorized Negotiators (MAR 11)
- I.7. Type of Business Organization (APR 96)
- I.8. Persons Authorized to Request Shipment of Material (MAR 11)
- I.9. Contractor's Address and Billing Address (MAR 11)
- I.10. Disputes: Agreement to Use Alternative Dispute Resolution (NOV 13)

Section B Financial Information as appropriate in response to Section **B.1.**, paragraph **g**.

I.1. Sale of Government Property Negotiated Sales Contract (AUG 14)

SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT		CONTRACT NUMBER		PAGE	
		SP0833-		1 of Pages	
<p>This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting Officer executing this contract and the Contractor below identified. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of DLA-Ferromanganese-009. In the event of a conflict between the terms of the Solicitation and this Negotiated Sales Contract, the terms of the Negotiated Sales Contract govern.</p>					
ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY (No. of Unit(s))	UNIT	UNIT PRICE	AMOUNT
	<u>HIGH CARBON FERROMANGANESE</u>				
CONTRACT PERIOD EXPIRES ON:					
EXECUTION BY CONTRACTOR			EXECUTION BY GOVERNMENT		
DATE (Day, Month, Year)			UNITED STATES OF AMERICA		DATE:
NAME OF CONTRACTOR			BY:		
ADDRESS (Street, City, State & Zip Code) (Type or Print)			NAME AND TITLE OF CONTRACTING OFFICER		
Telephone Number: _____					
Facsimile Number: _____					
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under signature)			<p style="text-align: center;">_____ Contracting Officer <u>DLA Strategic Materials</u> (Agency)</p>		

I.2. Item Offer Page – DLA-Ferromanganese-009, FISCAL YEAR 2015 (AUG 14)

- a. Choose one: Fixed Price Formula Price
- b. Choose one: Thirty (30) Day Removal Ninety (90) day Removal
(for Formula Price Offers only)
- c. **Fixed Price Offer:** complete the item offer chart below. If offering on items on both fixed and formula basis, submit a separate Section I.2. for fixed price items.
- d. **Formula Price Offer:** Insert formula below and complete the item offer chart using monthly benchmarks in accordance with Section B.4. If offering on quantities using different formulas, submit a new Section I.2. form for each formula.

Formula:

Item #	Depot	Pile	Grade	Origin	(Lbs.)	(ST)	Offered Price (\$/ST)	Quantity (ST)	Total Offered Price (\$)
0429	WARREN, OH	027CB	B	JAPAN	2,290,380	1,145.19		1,145.19	
0437	WARREN, OH	025	B	NORWAY	3,485,750	1,742.88		1,742.88	
0440	WARREN, OH	028	B	INDIA	47,852,040	23,926.02			
0441	WARREN, OH	34	B	DOMESTIC	48,663,320	24,331.66			
0443	WARREN, OH	038	B	DOMESTIC	34,467,460	17,233.73			
0444	WARREN, OH	039	B	DOMESTIC	921,340	460.67		460.67	
0447	WARREN, OH	042	B	DOMESTIC	26,734,410	13,367.21		13,367.21	
					164,414,700	82,207.36			

The minimum offer quantity for Item Nos. 0429, 0437, 0444, and 0447 is the entire item. See Section B.3.

Company Name: _____

Name: _____ Title: _____

Telephone: _____ Facsimile: _____

Email: _____

Signature: _____ Date: _____

I.2. Item Offer Page – DLA-Ferromanganese-009, FISCAL YEAR 2016 (AUG 14)

- e. Choose one: Fixed Price Formula Price
- f. Choose one: Thirty (30) Day Removal Ninety (90) Day Removal
(for Formula Price Offers only)
- g. **Fixed Price Offer:** complete the item offer chart below. If offering on items on both fixed and formula basis, submit a separate Section **I.2.** for fixed price items.
- h. **Formula Price Offer:** Insert formula below and complete the item offer chart using monthly benchmarks in accordance with Section **B.4.** If offering on quantities using different formulas, submit a new Section **I.2.** form for each formula.

Formula:

Item #	Depot	Pile	Grade	Origin	(Lbs.)	(ST)	Offered Price (\$/ST)	Quantity (ST)	Total Offered Price (\$)
0431	POINT PLEASANT, WV	061	B	DOMESTIC	100,000,000	50,000.00			
					100,000,000	50,000.00			

Company Name: _____

Name: _____ **Title:** _____

Telephone: _____ **Facsimile:** _____

Email: _____

Signature: _____ **Date:** _____

**I.3. Proposed Removal Schedule, Thirty (30) Calendar Day Removal (AUG 14)
 (Formula Price Offers Only)**

Offerors must specify both a minimum and a maximum removal quantity in short tons and % of total weight offered. These percentages (%) will also be used against any weight awarded to the Offeror. Offerors must enter the appropriate fiscal year below and complete this form basis the number of thirty (30) calendar day removal periods required. The specific dates of each removal period will be identified in the awarded contract.

FISCAL YEAR _____

Minimum Removal ST and % of Total Wt.	Maximum Removal ST and % of Total Wt.	Removal By 30-Calendar Day Period
		First
		Second
		Third
		Fourth
		Fifth
		Sixth
		Seventh
		Eighth
		Ninth
		Tenth
		Eleventh
		Twelfth

**I.3. Proposed Removal Schedule, Ninety (90) Calendar Day Removal (AUG 14)
(Formula Price Offers Only)**

Offerors must specify both a minimum and a maximum removal quantity in short tons and % of total weight offered. These percentages (%) will also be used against any weight awarded to the Offeror. Offerors must enter the appropriate fiscal year below and complete this form basis the number of ninety (90) calendar day removal periods required. The specific dates of each removal period will be identified in the awarded contract.

FISCAL YEAR _____

Minimum Removal ST and % of Total Wt.	Maximum Removal ST and % of Total Wt.	Removal By 90-Calendar Day Period
		First
		Second
		Third
		Fourth

I.4. Certificate of Independent Price Determination (JAN 14)

- a.** The Offeror certifies that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- b.** Each signature on the offer is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs **I.4.a.(1)** through **I.4.a.(3)** above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs **I.4.a.(1)** through **I.4.a.(3)**, above

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

- (ii) As an authorized agent, does certify that the principals named in subparagraph **I.4.b.(2)(i)** above have not participated, and will not participate, in any action contrary to subparagraphs **I.4.a.(1)** through **I.4.a.(3)** above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs **I.4.a.(1)** through **I.4.a.(3)** above.

- c. If the Offeror deletes or modifies subparagraph a.(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.**

I.5. Certification Regarding Responsibility Matters (APR 10)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

- (i) The Offeror and/or any of its Principals—
- (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
 - (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;
 - (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.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (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 determined until all judicial appeal rights have been exhausted.
 - (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. 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.
 - (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.
 - (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.
 - (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).
- (ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- (2) “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 solicitation for default.

I.6. Authorized Negotiators (MAR 11)

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

Name	Email Address
------	---------------

Title	Telephone
-------	-----------

Name	Email Address
------	---------------

Title	Telephone
-------	-----------

I.7. Type of Business Organization (APR 96)

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.

I.8. Persons Authorized to Request Shipment of Material (MAR 11)

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

_____ Typed Name	_____ Title
_____ Signature	_____ Telephone Email Address
_____ Typed Name	_____ Title
_____ Signature	_____ Telephone Email Address
_____ Typed Name	_____ Title
_____ Signature	_____ Telephone Email Address

I.9. Contractor's Address and Billing Address (MAR 11)

The Contractor shall provide its address, telephone number, facsimile number, and email address in the space provided below:

The Contractor shall provide its billing address, billing telephone number, billing facsimile number, and billing email address below, if different from the address information shown above.

I.10. Disputes: Agreement to Use Alternative Dispute Resolution (ADR) (NOV 13)

- 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 (see Section **G.6.** of this Solicitation **DLA-Ferromanganese-009**), 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.** The Offeror should check here to opt out of this clause:

[] Alternate wording may be negotiated with the contracting officer.

END OF SECTION I

SECTION J – LIST OF ATTACHMENTS

- J.1. Storage Locations
- J.2. Analysis
- J.3. Shipping Instructions (MAR 11)
- J.4. Pricing Declaration Worksheet (AUG 14)
- J.5. Material Safety Data Sheet (DEC 08)
- J.6. Fedwire and International Wire Transfer Procedures (AUG 14)

J.1. Storage Locations

Ferromanganese is available at the DLA Strategic Materials Warren, OH Depot for Fiscal Year 2015 and at the DLA Strategic Materials storage location in Point Pleasant, West Virginia for Fiscal Year 2016. Information on these locations is available on the DLA Strategic Materials website at:

<http://www.strategicmaterials.dla.mil/Resource/Pages/DepotInformation.aspx>.

J.2. Analysis

A complete inventory analysis for ferromanganese is available on the DLA Strategic Materials website at:

<http://www.strategicmaterials.dla.mil/Sales/Pages/Ferromanganese.aspx>

J.3. Shipping Instructions (MAR 11)

Shipping Request Number: _____

SHIPPING INSTRUCTIONS

1. a. Contractor: _____

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

2. a. DLA Contract No _____ b. Commodity: _____

3. Item/Pile: _____

4. Depot: _____

5. a. Quantity: _____

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

6. Shipping Method: _____

7. a. Carrier Name: _____

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

8. Date Shipment Desired: _____

9. Ship To: _____

10. Minimum Load: _____

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

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

13. Copy of Payment Attached: Yes _____ No _____

14. Remarks: _____

15. Contractor's Signature: _____

Date

Telephone

16. Release Approved and Authorized: _____

Contracting Officer

Date

J.4. Pricing Declaration Worksheet (AUG 14)

CONTRACT NO. SP0833-_____
NAME OF CONTRACTOR

DATE: _____

1. Awarded Formula:

2. Prior Month Average of the Benchmark(s)
(Based on Awarded Formula): \$ _____

3. Benchmark(s) plus Premium/minus Discount: \$ _____ Unit _____

4. Calculated Unit Price as \$/Short Ton
(See Section **B.4.c.** of the contract) \$ _____

5. Quantity Declared: _____

6. Payment Amount: (Line 4 x Line 5)*: \$ _____

*DLA Strategic Materials will also calculate the value of the declared quantity to confirm the payment amount due.

NOTE: The material must be removed in accordance with the terms of the awarded contract.

SUBMITTED BY: _____
(INSERT NAME, TITLE) **DATE**
NAME OF CONTRACTOR

REVIEWED BY: _____
DLA STRATEGIC MATERIALS **DATE**
CONTRACT SPECIALIST

DLA STRATEGIC MATERIALS **DATE**
MARKET ANALYST

J.5. Material Safety Data Sheet – Ferromanganese, High Carbon (DEC 08)

Page 1 of 11



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: FERROMANGANESE, HIGH CARBON

TRADE NAMES/SYNONYMS:
DLANA389

REVISION DATE: Jul 24 1992
REVISION DATE: Dec 11 2008

2. COMPOSITION, INFORMATION ON INGREDIENTS

COMPONENT: MANGANESE
CAS NUMBER: 7439-96-5
EC NUMBER (EINECS): 231-105-1
PERCENTAGE: 76.0-78.0

COMPONENT: CARBON
CAS NUMBER: 7440-44-0
EC NUMBER (EINECS): 231-153-3
PERCENTAGE: <7.50

COMPONENT: SILICON
CAS NUMBER: 7440-21-3
EC NUMBER (EINECS): 231-130-8
PERCENTAGE: <1.00

COMPONENT: PHOSPHORUS, WHITE
CAS NUMBER: 7723-14-0
EC NUMBER (EINECS): 231-768-7
PERCENTAGE: <0.95

COMPONENT: ARSENIC
CAS NUMBER: 7440-38-2
NUMBER (EINECS): 231-148-6
PERCENTAGE: <0.90

COMPONENT: CHROMIUM
CAS NUMBER: 7440-47-3
EC NUMBER (EINECS): 231-157-5
PERCENTAGE: <0.50

COMPONENT: OXYGEN, COMPRESSED GAS
CAS NUMBER: 7782-44-7
EC NUMBER (EINECS): 231-956-9
PERCENTAGE: <0.50

COMPONENT: SULFUR
CAS NUMBER: 7704-34-9
EC NUMBER (EINECS): 231-722-6
PERCENTAGE: <0.05

COMPONENT: LEAD
CAS NUMBER: 7439-92-1
EC NUMBER (EINECS): 231-100-4
PERCENTAGE: <0.05

COMPONENT: TIN
CAS NUMBER: 7440-31-5
EC NUMBER (EINECS): 231-141-8
PERCENTAGE: <0.02

3. HAZARDS IDENTIFICATION

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



EMERGENCY OVERVIEW:

PHYSICAL DESCRIPTION: Hard, dense lumps.

MAJOR HEALTH HAZARDS: nerve damage, cancer hazard (in humans)

PHYSICAL HAZARDS: Negligible fire and explosion hazard in bulk form. Dust/air mixtures may ignite or explode. Contact with water or moist air may generate flammable and/or toxic gases.

POTENTIAL HEALTH EFFECTS:

INHALATION:

SHORT TERM EXPOSURE: irritation, changes in body temperature, nausea, vomiting, diarrhea, headache

LONG TERM EXPOSURE: irritation, loss of appetite, difficulty breathing, disorientation, difficulty speaking, sleep disturbances, emotional disturbances, hallucinations, mood swings, tremors, muscle cramps, loss of coordination, hearing loss, visual disturbances, lung damage, blood disorders, kidney damage, liver damage, nerve damage, cancer

SKIN CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: irritation, cancer

EYE CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: irritation

INGESTION:

SHORT TERM EXPOSURE: gastrointestinal irritation, nausea, vomiting, diarrhea

LONG TERM EXPOSURE: drowsiness, cancer

CARCINOGEN STATUS:

OSHA: Yes

NTP: Yes

IARC: Yes

4. FIRST AID MEASURES

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

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

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

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

FIRE FIGHTING MEASURES

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

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

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

6. ACCIDENTAL RELEASE MEASURES

WATER RELEASE:

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

OCCUPATIONAL RELEASE:

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

7. HANDLING AND STORAGE

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

HANDLING: Use methods to minimize dust.

8. EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS:

MANGANESE:

MANGANESE AND COMPOUNDS (as Mn):

- 5 mg/m³ OSHA ceiling (metal) (fume) (compounds)
- 1 mg/m³ OSHA TWA (particulate) (vacated by 58 FR 35338, June 30, 1993)
- 3 mg/m³ OSHA STEL (particulate) (vacated by 58 FR 35338, June 30, 1993)
- 0.2 mg/m³ ACGIH TWA (metal and inorganic compounds)
- 1 mg/m³ NIOSH recommended TWA 10 hour(s) (metal) (fume) (compounds)
- 3 mg/m³ NIOSH recommended STEL (metal) (fume) (compounds)
- 0.5 mg/m³ DFG MAK (inhalable fraction) (metal and inorganic compounds)
- 0.5 mg/m³ UK WEL TWA (metal) (inorganic compounds)

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

SENIC:

- 10 ug(As)/m³ OSHA TWA
- 5 ug(As)/m³ OSHA action level
- 0.01 mg/m³ ACGIH TWA
- 0.002 mg/m³ NIOSH recommended ceiling 15 minute(s)
- 0.1 mg/m³ UK WEL TWA

MEASUREMENT METHOD: NIOSH IV # 7300, 7301, 7303, 7900, 9102; OSHA ID105

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

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

CLOTHING: Wear appropriate chemical resistant clothing.

GLOVES: Wear appropriate chemical resistant gloves.

RESPIRATOR: Under conditions of frequent use or heavy exposure, respiratory protection may be needed. Respiratory protection is ranked in order from minimum to maximum. Consider warning properties before use. Any 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 air-purifying full-facepiece respirator equipped with an N95, R95, or P95 filter. The following filters may also be used: N99, R99, P99, N100, R100 or P100.

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

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

Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode.
For Unknown Concentrations or Immediately Dangerous to Life or Health -
/ 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.
Any self-contained breathing apparatus that has a full facepiece and is operated in a pressure-demand or other positive-pressure mode.

9. PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL DESCRIPTION: Hard, dense lumps.
BOILING POINT: Not applicable
MELTING POINT: Not available
VAPOR PRESSURE: Not applicable
VAPOR DENSITY: Not applicable
SPECIFIC GRAVITY: Not available
WATER SOLUBILITY: Not available
PH: Not applicable
VOLATILITY: Not applicable
ODOR THRESHOLD: Not available
EVAPORATION RATE: Not applicable
COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available

STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure. Contact with water or moist air may form flammable and/or toxic gases or vapors.

CONDITIONS TO AVOID: None reported.

INCOMPATIBILITIES: metals, oxidizing materials, halogens, peroxides, combustible materials, acids, reducing agents

MANGANESE:

ALUMINUM (DUST): Forms explosive mixtures with air.
AMMONIUM NITRATE (FUSED): Violent or explosive reaction.
BROMINE PENTAFLUORIDE: Violent reaction and possible ignition.
CARBON DIOXIDE: Ignites.
CHLORINE: Ignites.
FLUORINE: Incandescent reaction.
HYDROGEN PEROXIDE: Violent decomposition and/or ignition.
NITRIC ACID: Incandescent reaction and feeble explosion.
NITROGEN DIOXIDE: Ignition.
OXIDIZERS (STRONG): Fire and explosion hazard.
PHOSPHORUS: Incandescent reaction when heated.
SULFUR DIOXIDE: Burns brilliantly on warming.

CARBON:

ALKALI METALS: Contact may result in an exothermic reaction with ignition

or an explosion.

AMMONIUM NITRATE: Possible explosion when heated.

AMMONIUM PERCHLORATE: Possible explosion on heating.

BROMATES: Contact is likely to result in ignition or an explosion.

CALCIUM HYPOCHLORITE: Possible explosion on heating.

CHLORATES: Contact is likely to result in ignition or an explosion.

CHLORINE MONOXIDE: Explodes.

CHROMATES: Incompatible.

DICHLORINE OXIDE: Explosion reaction.

HALOGENS: Contact of carbon with any halogen is liable to result in ignition or an explosion.

INTERHALOGENS: Contact of carbon with any interhalogen is liable to result in ignition or an explosion.

IODATES: Contact is likely to result in ignition or an explosion.

IODINE PENTOXIDE: Explodes when warmed.

METAL NITRATES: Contact is likely to result in ignition or an explosion.

NITRIC ACID: Violent reaction.

NITROGEN OXIDE: Ignition with incandescence.

NITROGEN TRIFLUORIDE: Explosion at reduced temperatures.

OILS (UNSATURATED): Fire and explosion hazard.

OXIDES: Contact with many oxides is likely to result in ignition or an explosion.

OXIDIZERS (STRONG): Fire and explosion hazard.

OXOSALTS: Contact is likely to result in ignition or an explosion.

OXYGEN: May result in ignition or an explosion.

OXYGEN DIFLUORIDE: Possible explosion.

OZONE: Fire hazard.

PEROXIDES: Contact is likely to result in ignition or an explosion.

PEROXYFORMIC ACID: Violent oxidation.

PEROXYFUROIC ACID: Explosive decomposition.

POTASSIUM PERMANGANATE: Ignition on heating.

SODIUM SULFIDE: May undergo spontaneous heating.

TRIOXYGEN DIFLUORIDE: Ignition with possible explosion.

HAZARDOUS DECOMPOSITION:

Thermal decomposition products: miscellaneous decomposition products

POLYMERIZATION: Will not polymerize.

11. TOXICOLOGICAL INFORMATION

MANGANESE:

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

TOXICITY DATA: 2300 ug/m³ inhalation-man TCLo; 9 gm/kg oral-rat LD50; 3709 mg/m³/6 hour(s)-13 week(s) intermittent inhalation-rat TCLo; 180 mg/kg/30 day(s) intermittent intraperitoneal-rat TDLo; 210 ug/m³/5 year(s) intermittent inhalation-man TCLo; 0.3 mg/m³/5 hour(s)-26 week(s) intermittent inhalation-rat TCLo; 0.3 mg/m³/5 r(s)-26 week(s) intermittent inhalation-monkey TCLo; 0.7 mg/m³/24 hour(s)-22 week(s) continuous inhalation-rat TCLo; 0.7 mg/m³/24 hour(s)-22 week(s) continuous inhalation-mouse TCLo; 250 mg/m³/1 year(s) intermittent inhalation-human TCLo; 0.5 mg/m³/39 week(s) intermittent inhalation-human TCLo; 200 mg/kg/20 day(s) intermittent

oral-rat TDLo; 216 mg/kg/15 week(s) intermittent intraperitoneal-rat TDLo; 144 mg/kg/5 week(s) intermittent intraperitoneal-rat TDLo; 24 mg/kg/5 week(s) intermittent unreported-rat TDLo; 72 mg/kg/5 week(s) intermittent unreported-rat TDLo; 57.6 mg/kg/4 week(s) intermittent intraperitoneal-rat TDLo; 0.71 mg/m³/2 hour(s)-10 day(s) intermittent inhalation-rat; 5.25 mg/kg/21 day(s) intermittent oral-rat; 185 mg/kg/37 day(s) continuous oral-rat TDLo

ACUTE TOXICITY LEVEL:

Slightly Toxic: ingestion

TARGET ORGANS: nervous system

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: history of alcoholism, blood system disorders, liver disorders, nervous system disorders, respiratory disorders

TUMORIGENIC DATA: 400 mg/kg intramuscular-rat TDLo/1 year(s) intermittent

MUTAGENIC DATA: dominant lethal test - rat intraperitoneal 25 mg/kg

REPRODUCTIVE EFFECTS DATA: 50 mg/kg oral-rat TDLo 20 day(s) post pregnancy continuous; 322.5 mg/kg oral-mouse TDLo 43 day(s) male; 1290 mg/kg oral-mouse TDLo 43 day(s) male; 0.71 mg/m³ inhalation-rat TDLo 15-16 day(s) pregnant female continuous; 0.71 mg/m³ inhalation-rat TDLo multigenerations; 90 mg/kg oral-rat TDLo 18 day(s) post pregnancy continuous

ADDITIONAL DATA: Symptoms may depend on a combination of contributing factors including genetic predisposition, age, nutrition, anemia or alcohol.

CARBON:

TOXICITY DATA: >5 gm/kg oral-rat LD; >5 gm/kg intraperitoneal-rat LD; >5 gm/kg subcutaneous-rat LD; >5 gm/kg oral-mouse LD; >5 gm/kg intraperitoneal-mouse LD; >5 gm/kg subcutaneous-mouse LD; 440 mg/kg intravenous-mouse LD50; >5 gm/kg oral-dog LD; >5 gm/kg intraperitoneal-dog LD; >5 gm/kg subcutaneous-dog LD

REPRODUCTIVE EFFECTS DATA: 167 mg/kg subcutaneous-rat TDLo 8 day(s) pregnant female continuous

ARSENIC:

TOXICITY DATA: 7857 mg/kg/55 year(s) oral-man TDLo; 4 mg/kg oral-child TDLo; 763 mg/kg oral-rat LD50; 13390 ug/kg intraperitoneal-rat LD50; 145 mg/kg oral-mouse LD50; 46200 ug/kg intraperitoneal-mouse LD50; 300 mg/kg subcutaneous-rabbit LDLo; 10 mg/kg intraperitoneal-guinea pig LDLo; 300 mg/kg subcutaneous-guinea pig LDLo; 144 mg/kg oral-mouse LD50; 1000 mg/kg intraperitoneal-mouse LD50; 5 mg/kg oral-rat TDLo; 1360 mg/kg/17 day(s) intermittent oral-rat TDLo; 280 mg/kg/4 week(s) continuous oral-mouse TDLo; 0.35 mg/kg/5 week(s) continuous oral-mouse TDLo

CARCINOGEN STATUS: OSHA: Carcinogen; NTP: Known Human Carcinogen; IARC: Human Sufficient Evidence, Animal Limited Evidence, Group 1; ACGIH: A1 -Confirmed Human Carcinogen

An increased incidence of urinary bladder, skin, lung, liver, and kidney cancer has been associated with inorganic arsenic compounds through medical treatment, contaminated drinking water, arsenical pesticide residues or occupational exposure. Cancers at other sites have also been reported, but a clear association has not been confirmed.

LOCAL EFFECTS:

Irritant: inhalation, skin, eye

ACUTE TOXICITY LEVEL:

Moderately Toxic: ingestion

TARGET ORGANS: immune system (sensitizer), nervous system

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: diabetes, heart or cardiovascular disorders, immune system disorders or allergies, kidney disorders, liver disorders, nervous system disorders, skin disorders and allergies

TUMORIGENIC DATA: 76 mg/kg oral-man TDLo/12 year(s) intermittent; 75 mg/kg implant-rabbit TDLo

MUTAGENIC DATA: cytogenetic analysis - human unreported 4286 ug/kg; cytogenetic analysis - mouse oral 280 mg/kg 8 week(s); sister chromatid exchange - human oral 0.211 mg/L 15 year(s); cytogenetic analysis - human oral 0.211 mg/L 15 year(s); DNA damage - human lung 5 umol/L; cytogenetic analysis - human lung 5 umol/L; DNA damage - mouse fibroblast 5 nmol/L 24 hour(s); cytogenetic analysis - human lymphocyte 131.90 ug/L; micronucleus - other fish multiple 451.40 ppb 15 day(s)-continuous

REPRODUCTIVE EFFECTS DATA: 605 ug/kg oral-rat TDLo 35 week(s) pre pregnancy continuous; 580 ug/kg oral-rat TDLo 30 week(s) pre pregnancy/1-20 day(s) pregnant female continuous; 187 mg/kg oral-mouse TDLo 8-18

day(s) pregnant female continuous

ALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE:

MANGANESE: Dust or fumes may be irritating to the mucous membranes. Occupational exposure to dust or fumes has been reported to cause upper respiratory tract problems, black mucous membrane discharge from the nose, and neurological damage. Metal fume fever, an influenza-like illness, may occur due to the inhalation of freshly formed metal oxide particles sized below 1.5 microns and usually between 0.02-0.05 microns. Symptoms may be delayed 4-12 hours and begin with a sudden onset of thirst, and a sweet, metallic or foul taste in the mouth. Other symptoms may include upper respiratory tract irritation accompanied by coughing and a dryness of the mucous membranes, lassitude and a generalized feeling of malaise. Fever, chills, muscular pain, mild to severe headache, nausea, occasional vomiting, exaggerated mental activity, profuse sweating, excessive urination, diarrhea and prostration may also occur. Tolerance to fumes develops rapidly, but is quickly lost. All symptoms usually subside within 24-36 hours.

CARBON: Inhalation of dust may cause slight mucous membrane irritation.

CHRONIC EXPOSURE:

MANGANESE: If sufficient quantities of manganese dust or fumes are inhaled and absorbed, systemic poisoning known as "manganism", a Parkinsonian-like syndrome may occur. It is characterized initially by anorexia, asthenia, headache, insomnia or somnolence, irritability, restlessness, and spasm or pain in the muscles. Manganese psychosis may follow with uncontrollable behavior, unaccountable laughing or crying, visual hallucinations, confusion and euphoria. Sexual excitement followed by impotence may occur. These symptoms may disappear with the onset of true neurological manifestations of slow, slurred and irregular speech, monotonous tone, double vision, impaired hearing, difficulty with fine motor movements, and disturbances in gait and balance with frequent propulsion or retropulsion.

sk-like face, decreased movement of the eyelids and eyes and tremors of the upper extremities and head may also occur. Other signs and symptoms may include urinary bladder disturbances, excessive salivation and sweating, hematological changes, vasomotor disorders, decreased pulmonary function, kidney and possibly liver damage. Removal from exposure shortly after onset of symptoms usually results in improvement, although there may be residual disturbances in gait and speech. Once manganism is well established it becomes irreversible and progressive, but not fatal. An increased incidence of bronchitis and pneumonitis has been reported in studies of workers exposed to manganese dust and fume, and although these effects have been confirmed by animal experiments, they may represent an aggravation of a pre-existing condition. Allergic diseases of the respiratory tract have also been reported in one study.

CARBON: Repeated or prolonged exposure may cause irritation and pulmonary disorders. Lung damage may result if sufficient exposure occurs.

SKIN CONTACT:

ACUTE EXPOSURE:

MANGANESE: 500 mg applied to the skin of rabbits caused mild irritation.

CARBON: Contact may cause irritation.

CHRONIC EXPOSURE:

MANGANESE: Sensitization has been reported in guinea pigs.

CARBON: Repeated or prolonged contact may cause mechanical irritation.

EYE CONTACT:

ACUTE EXPOSURE:

MANGANESE: Dust or fumes may be irritating to the eyes. 500 mg applied to the eyes of rabbits caused mild irritation.

CARBON: Contact with dust may cause mechanical irritation. May also cause conjunctivitis.

CHRONIC EXPOSURE:

MANGANESE: Fumes may cause conjunctivitis.

CARBON: Repeated or prolonged exposure may cause mechanical irritation.

INGESTION:

ACUTE EXPOSURE:

MANGANESE: Extremely large doses may cause gastrointestinal irritation and possibly systemic toxicity.

CARBON: Extremely large doses may produce gastrointestinal disturbances.

CHRONIC EXPOSURE:

MANGANESE: Manganese poisoning has been reported in persons drinking manganese-contaminated well water. Prolonged ingestion of manganese in water has produced lethargy, edema, and decreased movement of the eyes and eyelids.

CARBON: No data available.

12. ECOLOGICAL INFORMATION

Not available

13. DISPOSAL CONSIDERATIONS

Dispose in accordance with all applicable regulations.

14. TRANSPORT INFORMATION

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

CANADIAN TRANSPORTATION OF DANGEROUS GOODS: No classification assigned.

LAND TRANSPORT ADR: No classification assigned.

LAND TRANSPORT RID: No classification assigned.

AIR TRANSPORT IATA: No classification assigned.

AIR TRANSPORT ICAO: No classification assigned.

WORLDWIDE TRANSPORT IMDG: No classification assigned.

15. REGULATORY INFORMATION

. REGULATIONS:

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

ARSENIC: 1 LBS RQ (solid metal particles < 100 micrometer diameter (0.004 inches))

PHOSPHORUS, WHITE: 1 LBS RQ

CHROMIUM: 5000 LBS RQ (solid metal particles < 100 micrometer diameter (0.004 inches))

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

SARA TITLE III SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355 Subpart B): Not regulated.

SARA TITLE III SECTION 304 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355 Subpart C): Not regulated.

SARA TITLE III SARA SECTIONS 311/312 HAZARDOUS CATEGORIES (40 CFR 370 Subparts B and C):

ACUTE: No

CHRONIC: Yes

FIRE: No

REACTIVE: Yes

SUDDEN RELEASE: No

SARA TITLE III SECTION 313 (40 CFR 372.65):

ARSENIC

MANGANESE AND COMPOUNDS (as Mn)

OSHA PROCESS SAFETY (29 CFR 1910.119): Not regulated.

STATE REGULATIONS:

California Proposition 65:

Known to the state of California to cause the following:

ARSENIC

Cancer (Feb 27, 1987)

LEAD

Cancer (Oct 01, 1992)

Developmental toxicity (Feb 27, 1987)

Male reproductive toxicity (Feb 27, 1987)

Female reproductive toxicity (Feb 27, 1987)

CANADIAN REGULATIONS:

WHMIS CLASSIFICATION: Not determined.

EUROPEAN REGULATIONS:

EC CLASSIFICATION (CALCULATED): Not determined.

NATIONAL INVENTORY STATUS:

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

CA 12(b) EXPORT NOTIFICATION: Not listed.

16. OTHER INFORMATION

DS SUMMARY OF CHANGES

15. REGULATORY INFORMATION

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J.6. Fedwire and International Wire Transfer Procedures (AUG 14)

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: 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, above, the number 00006355 is the ALC = Agency Location Code (this is the same as account number)

International Wire Payment (USD) via the SWIFT Network

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

1. Bank Name (Line 57A): TREAS NYC
Bank Address (Line 50K): 33 Liberty ST, NY, NY 10045
Receiving Bank Identifier (Line 57D): //FW021030004
ABA Number (Line 57D): 021030004
Account Name (Line 57D): TREAS NYC
Account Number (Line 59): **00006355**
Line 71A: OUR
2. Amount of funds (USD) to be transferred (Line 32A).
3. Invoice Number/Contract Number (Line 70).

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

ALC00006355DOD Columbus/DLA Strategic Materials