



**DEFENSE LOGISTICS AGENCY**  
DEFENSE NATIONAL STOCKPILE CENTER  
8725 JOHN J. KINGMAN ROAD, SUITE 4616  
FT. BELVOIR, VIRGINIA 22060-6223

June 20, 2000

IN REPLY  
REFER To DNSC-S2

Dear Prospective Mica Bidder:

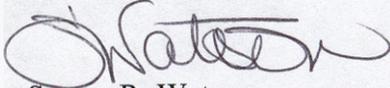
On Tuesday, July 10, 2000, at 2:00 p.m., local time, the Defense Logistics Agency, Defense National Stockpile Center, will open and consider bids for the sale of approximately 167,128 pounds of mica, muscovite block and phlogopite block under Invitation for Bids, DLA-MICA-102. Bids are to be addressed as follows:

ATTN: DNSC-L-Bid Custodian  
Defense National Stockpile Center  
8725 John J. Kingman Road  
Suite 4616 (Mail) or Suite 4528 (Hand Delivered)  
Fort Belvoir, VA 22060-6223

Facsimile bids and modifications will be accepted any time prior to the exact time set for receipt of bids. Bidders must transmit bids to facsimile number (703) 767-5541.

Thank you for your interest in the Defense National Stockpile Center's sales program. If you have any questions concerning DNSC mica sales, please contact me at (703)

Sincerely,



Stacey R. Watson  
Contract Specialist

Enclosure



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**SECTION A – INVITATION****A.1 Introduction (JUL 97)**

- a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC) is soliciting bids for the sale of approximately 167,128 pounds of mica block in Fiscal Year 2000, and additional quantities in subsequent fiscal years, on a quarterly basis. Bid openings will be held on the second Monday of January, April, July, and October. The first bid opening will be held on Monday, July 10, 2000 at 2:00 p.m., local time, Fort Belvoir, VA on. Bids must be received at the address in Section **B.2.a.** by 2:00 p.m., local time, Ft. Belvoir, VA. **In the event a day scheduled for receipt of bids is a holiday, or DNSC is otherwise closed at that time, bids for that day will be received at 2:00 p.m. local time, Fort Belvoir, VA on the next DNSC business day.**
- b. Bidders are advised to telephone the Directorate of Sales at (703) 767-6500 to ascertain the availability of material.
- c. Delivery is F.O.B. carrier's conveyance. The Government will assist with outloading. (See **F.1.e.**)
- d. This invitation supersedes Invitation For Bids DLA-MICA-001, which is hereby canceled in its entirety.

**A.2 Description (JAN 95)**

- a. A description of the material offered for sale is provided in section **I.2.**
- b. The material is muscovite block and phlogopite block and is stored in wooden crates with an approximate weight of 100 pounds per container.
- c. Government records indicate that, at the time of purchase, the mica conformed to the description listed in Section **I.2.** The Government believes that the material conforms; however, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose.

**SECTION B – PREPARATION AND SUBMISSION OF BIDS****B.1 Submittals (JAN 95)**

Bidders shall submit **all** of the following documents along with the bid unless otherwise noted:

- a. **Section I.1 Sale of Government Property Bid and Award (APR 99)** with the section entitled “Execution by Bidder” completed.
- b. **Section I.2, Item Bid Page(s) – DLA- MICA-102 (July 2000)** with the (1). unit price per lb. column, (2). pounds column, (3). total price column, (4). Company Name, (5). Name of signing official and title, and (6). Signature and date blocks completed. Where there is a discrepancy between the unit price and the total bid price, the unit price will govern. The unit price shall be expressed on a per pound basis.
- c. **Section I.3, Certificate of Independent Price Determination (JUL 97)**
- d. **Section I.4, Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97).**
- e. **Representations, Certifications and Identifications at Section I.5 through I.9.** Bidders please note: If Annual Representations, Certifications and Identifications have previously been submitted they need not be resubmitted. However, I.3 Certificate of Independent Price Determination and I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters shall be submitted with each offer.

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

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

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

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

INVITATION FOR BIDS  
DLA-MICA-102

- b. The Bidder agrees, if its bid is accepted by the Government within 15 (fifteen) working days from the date specified in the invitation for receipt of bids, to purchase any or all material on which bids are made at the price bid and to take delivery of the material within the time specified in the executed **Section I.1 Sale of Government Property Bid and Award (APR 99)**.
- c. Unless a designation of agent is on file at DNSC, a Bidder submitting a bid as agent for another party shall submit written proof, either prior to or with the bid, that it is authorized to act as agent and shall tender the bid in the name of the principal.

**B.3 Minimum Quantity (JAN 95)**

Bids shall be for the minimum quantity of 100 pounds or the entire net weight of the item number if less than 100 pounds.

**B.4 Late Submissions, Modifications, and Withdrawals of Bids (MAR 98)**

- a. Any bid received at the office designated in the solicitation after the exact time specified for receipt of bids will not be considered unless it is received before award is made and it—
  - (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to an invitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);
  - (2) Was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
  - (3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of bids. The term “working days” excludes weekends and U.S. Federal holidays; or
  - (4) Was transmitted through an electronic commerce method authorized by the solicitation and 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 bids.
- b. Notwithstanding paragraph a. of this provision, the only acceptable evidence to establish the time of receipt of a facsimile bid transmitted to a number other than that listed in Section **B.5** is the time/date stamp manually recorded by Government

personnel, other documentary evidence maintained by the installation, or oral testimony or statements of Government personnel. In no event will the time/date annotated by a facsimile machine located at a number other than that listed in Section **B.5** be acceptable evidence to establish the timeliness of a bid.

- c. Any modification of a bid is subject to the same conditions as in subparagraphs a.(1) through a.(4) of this provision.
- d. The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- e. Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- f. The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph d. of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- g. Notwithstanding paragraph a. of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- h. Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before time of bid opening. If the invitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Submissions". Bids may be withdrawn in person by a bidder or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the bid before award.
- i. If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the office designated for receipt of bids by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the invitation or other notice of an extension of the closing date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government

processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

### **B.5 Facsimile Submissions (JUL 97)**

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

- a. Definition: "Facsimile submission," as used in this Invitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- b. Bidders may submit facsimile submissions as responses to this Invitation. These responses must arrive at the place, and by the time, specified in the Invitation.
- c. Facsimile submissions that fail to furnish required representations or information, that reject any of the terms, conditions, and provisions of the Invitation, that contain garbled information, or are otherwise incomplete, may be excluded from consideration.
- d. Facsimile submissions must contain the required signatures.
- e. The Government reserves the right to make award solely on the facsimile submission. However, if requested to do so by the Contracting Officer, the apparently successful Bidder agrees to promptly submit the complete original signed submission.
- f. If the Bidder chooses to transmit a facsimile submission, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile submission including, but not limited to, the following:
  - (1) Receipt of garbled or incomplete submission.
  - (2) Availability or condition of the receiving facsimile equipment.
  - (3) Incompatibility between the sending and receiving equipment.
  - (4) Delay in transmission or receipt of submission.
  - (5) Failure of the Bidder to properly identify the submission.
  - (6) Illegibility of submission.
  - (7) Security of submission data.

**B.6 Consideration of Bids (FEB 98)**

- a. The Government reserves the right to --
  - (1) Reject any or all bids;
  - (2) Waive any informalities and minor irregularities in a bid;
  - (3) Unless otherwise specified by the Bidder—
    - (a) Award a quantity less than the quantity bid at the unit price bid; and
    - (b) Accept any one item or group of items in a bid, as may be in the best interest of the Government.
  - (4) Award quantities in excess of that stated as being available for sale.
- b. Bidders may submit multiple bids at various unit prices and may specify a maximum quantity.

**B.7 Evaluation of Bids (JUL 97)**

- a. Bids will be evaluated on the basis of price alone.
- b. “All or none” bids will not be accepted.

**B.8 Responsiveness of Bids (JUL 98)**

- a. To be considered eligible for award, bids must be responsive. A responsive bid is one that **fully complies** with the terms of the Invitation and one in which the intent of the Bidder is clear on its face.
- b. A bid must clearly state the unit price (fixed price only) for each line item bid.
- c. Any bid that requires the Government to exercise judgment with respect to quantity, quality, or price will render the bid nonresponsive and ineligible for award. For example, failure to fill in the unit price for **each** line on the Item Bid Page for which a bid is submitted may render the bid(s) nonresponsive and ineligible for award.
- d. Any bid submitted for less than the minimum quantity stated in the Invitation will be rendered nonresponsive.
- e. Any bid that does not include Section **I.1 Sale of Government Property Bid and Award (APR 99)** fully executed (filled out and signed) will be rendered nonresponsive unless:
  - (i) the bidder accepts all terms and conditions of the Invitation; and

- (ii) award of the bid would result in a binding contract with terms and conditions that do not vary from the terms and conditions of the Invitation.
- f. Bids that reject, modify or add any terms, conditions or provisions shall render the bid nonresponsive and ineligible for award.

**B.9 Responsibility Determination (JUN 95)**

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

**B.10 Contract Award (JUL 97)**

A written award or acceptance of a bid signed by the Contracting Officer and furnished to a successful Bidder within the time specified for acceptance shall result in a binding contract incorporating all the terms and conditions of this Invitation.

**SECTION C – INSPECTION (JUN 98)**

- a. Bidders, or their designees, at their own expense, are encouraged to visually inspect the material at the Somerville, NJ depot. The Government does not warrant any samples to be representative of the entire line item or representative of material at other depots.
- b. Requests for an appointment to visually inspect the material at the **Somerville, NJ depot only** must be made in writing or by facsimile submission on company letterhead to the Point of Contact identified in Section J.1 Storage Locations and Responsible Offices, at least five (5) working days prior to the date of the requested inspection. Requests shall include the name and title of each individual wishing to visually inspect the material. Bidders will be notified by telephone of the date the material will be available for inspection. The Government reserves the right to limit the number of individuals granted access to the depot.
- c. Bidders, their agents and representatives shall comply at all times with the rules of the storage location.

**SECTION D - PAYMENT****D.1 Payment (FEB 98)**

- a. Payment shall be made in U.S. dollars.
- b. Payment shall be made by wire transfer, U.S. Postal Service money order, or company or bank check.
  - (1) Wire transfer payment shall be made in accordance with instructions in **Section J.4**. Fees for wire transfers are the responsibility of the Contractor. If payment is by wire transfer and the wrong account number is used, shipment of material may be delayed by up to one week or the wire transfer may be returned to the sender.
  - (2) All checks must be drawn on a U.S. domestic bank or on the United States branch of an acceptable foreign bank and must be payable in United States currency. **A service charge of \$100.00 will be applied to all returned checks.**
- c. Payment shall be made to the **Defense Finance and Accounting Service - Columbus (DFAS-Columbus)**. If a check is not made payable to DFAS-Columbus, the check may be returned and the \$100.00 fee stated in **D.1.b.** charged. Payment shall be accompanied by **identifying information including the contract number, invoice number, and a description of the material purchased**. Payments without the required identification may be returned and shipment delayed. Payments shall be sent to:

ATTN: DNSC-DF, Accounts Receivable  
Defense National Stockpile Center  
8725 John J. Kingman Road  
Suite 4616 (Mail) or Suite 4528 (Hand Delivered)  
Fort Belvoir, VA 22060-6223
- d. Invoices issued for adjustments for variations in quantity or weight, storage charges, or interest shall be paid promptly.
- e. If payment is not made in full within 30 calendar days of issuance of an invoice, the Government will issue a "demand" letter, demanding payment of the outstanding amount. If all moneys due are not paid within 30 calendar days after the date of the Government's demand letter, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be released until all delinquent charges are paid. (See Sections **F.1.a.** and **G.10.**)

**D.2 Payment Due Date (JUL 97)**

- a. Unless otherwise specified in the contract, payment shall be made before shipment of material and before the time specified in the executed Section **I.1 Sale of Government Property Bid and Award (APR 1999)**. If payment is not received by 11:00 a.m., local time, on the payment due date, payment will not be credited until the next Government business day. Interest and storage charges will accrue accordingly.
- b. In the event the payment due date falls on a Saturday, Sunday, or holiday, then the payment due date will be extended to the next Government business day.

**D.3 Interest (JUL 97)**

- a. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph **b.**, below.
- b. Amounts shall be due at the earliest of the following dates:
  - (1) The final day of the contract period specified in Section **I.1 Sale of Government Property Bid and Award (APR 1999)**; or
  - (2) The date of the first written demand for payment under the contract.

**SECTION E - REMOVAL**

**E.1 Removal of Material (FEB 98)**

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

<u>Total Pounds</u>	<u>Removal Period in Calendar Days</u>
0 – 25,000	90 days
25,001 – 50,000	120 days
50,001 – 75,000	180 days
75,001 – 100,000	225 days
100,001 and above	270 days

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

**E.2 Storage Charges (JUL 97)**

- a. Storage charges shall be assessed on all material remaining after the last day of the contract period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in Section **G.7 Default** of the Invitation.
- b. The storage charge is the greater of the following:
  - (1) \$0.015 per pound (if a fraction of a pound remains, the charge will be for a full pound) per 30 day period regardless of whether the material remains in storage a period of 30 days or less than 30 days; or
  - (2) commercial storage charges, if applicable.
- c. Storage charges will be invoiced upon shipment. Payment shall be made promptly.
- d. Payment of storage charges shall not relieve the Contractor of its obligation to remove the material in a timely manner. Acceptance of storage payments by the Government is not a waiver of the Government’s right to default the Contractor for failure to remove the material (See Section **G.7 Default**).

**SECTION F - SHIPPING****F.1 Request for Shipment (JUL 97)**

- a. Delivery is F.O.B. carrier's conveyance. At least 10 working days prior to the date shipment is required to commence the Contractor shall furnish to the designated depot commercial bills of lading. Simultaneously the Contractor shall complete and fax the form in Section **J.2 Shipping Instructions (JAN 00)** to the Contracting Officer. The Government will only accept shipping instructions from those individuals designated in Section **I.8** as being authorized to request shipment of material on behalf of the Contractor. **No material will be released until all outstanding delinquent charges and payments have been satisfied.**
- b. "Shipping Instructions" shall include the following:
  - (1) Quantity of material to be released.
  - (2) Designation of type and kind of conveyance.
  - (3) Name of the carrier (please include a telephone number where this contact can be reached).
  - (4) "Ship to" location.
  - (5) Minimum load per conveyance (optional).
  - (6) Desired shipping schedule.
  - (7) Name and telephone number of an agent who can furnish additional information if needed.
  - (8) Any additional pertinent information.
- c. The shipping schedule shall allow sufficient time for the Government to reasonably meet such schedule prior to the last day of the contract period commensurate with existing loading facilities and other commitments at the Government's storage locations. Information regarding Government commitments may be obtained from the address specified in Section **J.1**.
- d. For outloading the material by truck, the Government will provide lumber and nails from available depot stock, if requested by the Contractor's designee/driver. The Contractor's designee shall perform any necessary procedure(s) to ensure the cargo is safely secured prior to leaving the depot. The Government will **not** block, chock, brace, lash, band, or in any manner secure the cargo on the Contractor's conveyance(s). The designee shall witness the loading. Any expenses over and above those normally incurred by the Government to meet the public carrier's requirements for loading like materials will be at the expense of the Contractor.
- e. The Contractor, its agent and employees shall comply with all applicable rules at the storage depot; Federal, state and local load limitations; and all safety, health, and environmental requirements.

- f. Requests for shipment shall be for a minimum of one box. Shipping instructions and information requested in paragraph c., above, are to be furnished to the following address:

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

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

### **F.2 Insurance Requirements (APR 95)**

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

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

### **F.3 Weighing (JAN 95)**

- a. No outweighing of material will be performed by the Government. The Government weights of record shall govern. If containers are not so marked, the producers weight of record shall govern. Should two weight quantities appear on any box of mica, the sum of both weights divided by two shall be final for payment purposes. The Contractor may elect to have a representative present to witness the outloading.
- b. Weight certificates shall be provided at the expense of the Government. Outbound Storage Reports will be issued by the Government and will be final for payment purposes.

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

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

- a. If the Contractor's weights for the material delivered vary from the Government's certified weights by more than one-half of one percent, the Contractor may give notice of such difference to the Contracting Officer within two (2) working days (exclusive of Saturday, Sunday, and Government holidays) after receipt of the material at destination, requesting that the material be reweighed. In that case, the Contractor shall segregate the shipment in question and hold it intact pending reweighing. The entire shipment shall be reweighed by the Contractor at its expense, in the presence of and in the manner approved by the Government representative, using scales approved by the Government's representative. If the weight varies from the Government's certified weight by greater than one-fourth of one percent, plus or minus, that weight shall govern for payment purposes. If the weight determined by reweighing does not vary from the Government's certified weight by greater than one-fourth of one percent, plus or minus, the Government's certified weight shall be final for payment purposes.
- b. No adjustment shall be considered or made, in accordance with the above paragraph, unless notice is given by the Contractor to the Contracting Officer within the time specified above and all other requirements of the paragraph are complied with.

#### **F.5 Adjustment for Variation in Quantity or Weight (JAN 95)**

The Government reserves the right to vary the quantity or weight delivered by 10 (ten) percent from the quantity or weight listed in the Invitation 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 Assumption of Risk and Disclaimer of Liability (JUL 97)**

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

**F.7 Environmental Protection (JUN 95)****a. Transportation Requirements**

- (1) The transportation of hazardous material is governed by Department of Transportation (DOT) Hazardous Materials Regulations (Title 49 Code of Federal Regulations, Parts 170-189). If the material being transported is covered by DOT Regulations, the Contractor or its agent is responsible for certifying to DOT that hazardous materials are properly classified, described, packaged, marked, and labeled and are in a condition safe to transport based on the Contractor's or its agent's own examination of the material. (See especially 49 CFR 173.7(a)(1).)
- (2) The Government reserves the right to conduct reasonable inspection of the Contractor's or its agent's transportation conveyances or other equipment utilized to effect removal of the material purchased under this Invitation. 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) Bidders 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.3**) This data provides specific toxicity and health related data for the protection of human health and the environment. Bidders 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) Bidders 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 Invitation 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 bid under this Invitation is not, in its present form, subject to EPA Hazardous Waste Regulations (40 CFR Part 260, et seq.) issued under the

Resource Conservation and Recovery Act. However, it is possible that use of this material will lead to the creation of a hazardous waste. 40 CFR Part 260, et seq., details the responsibilities of generators, transporters, treaters, storers, and disposers of hazardous waste. Failure to comply with these regulations can lead to civil and criminal penalties.

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

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 Amendments and Modifications (JAN 95)**

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

**G.2 Title (JAN 98)**

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

**G.3 Risk of Loss (JAN 98)**

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

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

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

**G.5 Protests (FEB 00)**

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

## PROCEDURES FOR FILING PROTESTS

### a. Protests Based on Alleged Solicitation Improprieties

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

### b. Other Protests

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

### c. Service of Protest

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

Attn: DNSC-S2 – Cheryl A. Deister  
Defense National Stockpile Center  
8725 John J. Kingman Road  
Suite 4616 (Mail) or Suite 4528 (Hand delivered)  
Ft. Belvoir, VA 22060-6223

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

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

- (3) Protests for decision by the GAO shall be filed in writing at the following address:

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

A copy of any such protest shall be received by the Contracting Officer at the address in paragraph c.1, above, within one day of filing the protest.

**G.6 Disputes (JAN 95)**

- a.** This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act).
- b.** Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- c.** "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph **d.(2)** below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this paragraph, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d.**
  - (1)** A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be by written decision of the Contracting Officer.
  - (2)** For Contractor claims exceeding \$100,000, the Contractor shall submit with the claim a certification that-
    - (a)** The claim is made in good faith;
    - (b)** Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and
    - (c)** The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.
  - (3)**
    - (a)** If the Contractor is an individual, the certification shall be executed by that individual.
    - (b)** If the Contractor is not an individual, the certification shall be executed by -
      - (A)** A senior company official in charge at the Contractor's plant or location involved; or
      - (B)** An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- 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. At the time a 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 means of dispute resolution. When using alternative dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph **d(2)** of this clause, and executed in accordance with paragraph **d(3)** of this clause.
- h. The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- i. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

#### **G.7 Default (JUL 97)**

- a. The Government may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -
  - (1) Make payment and remove the material within the time specified in this contract or any extension;
  - (2) Remove the material within the time specified in this contract irrespective of whether or not payment has been made;
  - (3) Make progress, so as to endanger performance of this contract; or
  - (4) Perform any of the other provisions of this contract.
- b. The Government's right to terminate this contract under (a)(1) through (a)(4) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure. If at any time prior to the expiration of this contract, the Contractor makes it clear either by words, actions or circumstances, that the Contractor is unwilling or unable to perform under this contract, the Government shall not be required to furnish the Contractor notice specifying a failure under this contract, prior to exercising its right to terminate this contract for default and seek damages.
- c. 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.

- d. If the Government terminates the contract, the Contractor shall be held liable for damages as described below. However, in no event will damages exceed the original contract price.
- e. If the Government terminates the contract for default, it may subsequently resell the material for the Contractor's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Contractor the difference between the contract price and the price obtained on resale. In no event will the Contractor be refunded any money if the Government obtains a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not succeed in reselling the material within 12 months, the Contractor may be held liable for the full contract price for the quantity of material on which the default has occurred. In order to calculate the Government's damages on contracts where the contract price is determined on a formula-price basis, the Government will establish the contract price for the quantity of material on which the default has occurred as follows: Using the pricing mechanism set forth in Section **L.1 Sale of Government Property Bid and Award (APR 99)**, 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.
- f. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **G.8 Termination for Convenience of the Government (DEC 97)**

- a. The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall only be liable for actual costs incurred by the Contractor before the effective date of termination.
- b. If a bona fide requirement for the material develops or exists prior to removal of the material from Government control, the Government may withdraw that material from the sale. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn material or such portion of the contract price as it may have received plus simple interest at the rate established by the Secretary of the Treasury.

#### **G.9 Excusable Delays (MAY 95)**

- a. In the event either party should be prevented from performing under this contract by reason of any unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, sovereign acts of the United States, acts of a foreign Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, performance under the contract shall be suspended in whole or in part until the cause ceases to exist and thereafter the time for fulfillment of the contract shall be extended by the length of time during which the cause prevented performance under the contract.

- b. This section shall also apply to an excusable delay condition that prevents delivery at a consignee's plant if-
  - (1) the delay meets the criteria in paragraph a. above; and
  - (2) the identity of the consignee is known to the Government prior to commencement of the excusable delay condition.
- c. The Contractor shall notify the Contracting Officer, in writing, of the nature and extent of the excusable delay condition promptly after the commencement thereof, but in any event prior to outloading of the material from the storage location from which it is to be shipped. The Contractor shall notify the Contracting Officer, in writing, within ten (10) calendar days when the excusable delay condition ceases to exist.

### **G.10 Setoff of Funds (JUL 98)**

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

### **G.11 Indemnification Agreement (JUN 96)**

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

### **G.12 Covenant Against Contingent Fees (JAN 95)**

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

influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

- d.** "Contingent fee," as used in this paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- e.** "Improper influence," as used in this paragraph, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**SECTION H - DEFINITIONS (JUN 95)**

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

- a.** The term "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- b.** The term "small business concern" for the purpose of this Invitation, is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.
- c.** The terms "Bidder", "Purchaser", or "Contractor" may be used interchangeably.

**SECTION I - SUBMITTALS**

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

**I.1 Sale of Government Property Bid and Award (APR 99)**

**I.2 Item Bid Page - DLA-MICA-102 (JUL 2000)**

**I.3 Certificate of Independent Price Determination (JUL 97)**

**I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility (JUL 97)**

**I.5 Type of Business Organization (APR 96)**

**I.6 Small Business Concern Certification (JAN 95)**

**I.7 Clean Air and Water Certification (JUN 95)**

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

**I.9 Bidder's Billing Address (JUL 96)**



ITEM NO.	SIZE	GRADE	TYPE	ORIGIN	DEPOT	LBS	UNIT PRICE/LB	LBS	TOTAL PRICE
<b>Muscovite Block</b>									
100	1	C/SS	RUBY	AFRICA	SOMERVILLE	659.0			
101	1	C/SS	RUBY	AFRICA	BINGHAMTON	196.0			
104	1	C/SS	RUBY	BRAZIL	SOMERVILLE	2,672.0			
105	1	C/SS	RUBY	BRAZIL	BINGHAMTON	295.4			
106	1	C/SS	RUBY	BRAZIL	SCOTIA	15.0			
107	1	C/SS	NON-RUBY	INDIA	SOMERVILLE	34.0			
108	1	F/S	RUBY	AFRICA	SOMERVILLE	289.0			
109	1	F/S	RUBY	AFRICA	BINGHAMTON	54.0			
111	1	F/S	RUBY	INDIA	BINGHAMTON	517.8			
115	1	G/S	RUBY	ARGENTINA	SOMERVILLE	42.5			
118	1	G/S	RUBY	US	SOMERVILLE	27.0			
120	2	C/SS	RUBY	AFRICA	SOMERVILLE	3,182.0			
121	2	C/SS	RUBY	AFRICA	BINGHAMTON	461.07			
127	2	C/SS	NON-RUBY	INDIA	SOMERVILLE	75.3			
132	2	F/S	RUBY	BRAZIL	SOMERVILLE	7,841.2			
133	2	F/S	RUBY	BRAZIL	BINGHAMTON	515.0			
134	2	F/S	RUBY	BRAZIL	SCOTIA	45.6			
136	2	F/S	NON-RUBY	INDIA	SOMERVILLE	259.5			
145	3	C/SS	RUBY	AFRICA	SOMERVILLE	4,775.0			
146	3	C/SS	RUBY	AFRICA	BINGHAMTON	438.96			
154	3	C/SS	RUBY	US	SOMERVILLE	433.7			
155	3	C/SS	RUBY	US	NEW HAVEN	100.0			
156	3	C/SS	NON-RUBY	INDIA	SOMERVILLE	254.3			
157	3	CLEAR	RUBY	ARGENTINA	SOMERVILLE	220.0			
158	3	F/S	RUBY	AFRICA	SOMERVILLE	131.0			
162	3	F/S	NON-RUBY	US	SOMERVILLE	100.0			
167	3	F/S	NON-RUBY	US	SOMERVILLE	100.0			
168	3	G/S	RUBY	PORTUGAL	SOMERVILLE	12.0			
169	3	G/S	RUBY	PORTUGAL	NEW HAVEN	14.0			
Company Name: _____									
Name & Title: _____									
Signature & Date: _____									

ITEM NO.	SIZE	GRADE	TYPE	ORIGIN	DEPOT	LBS	UNIT PRICE/LB	LBS	TOTAL PRICE
170	3	G/S	RUBY	ARGENTINA	SOMERVILLE	603.5			
171	3	G/S	RUBY	AFRICA	SOMERVILLE	374.5			
178	3	G/S	RUBY	BRAZIL	SCOTIA	1,585.76			
179	3	G/S	RUBY	BRAZIL	SOMERVILLE	18,927.0			
180	3	G/S	RUBY	BRAZIL	BINGHAMTON	4,875.8			
181	3	G/S	RUBY	US	NEW HAVEN	300.0			
182	3	G/S	RUBY	US	SOMERVILLE	200.0			
183	3	F/S	NON-RUBY	INDIA	SOMERVILLE	6,038.0			
185	3	S/A	RUBY	US	SOMERVILLE	200.0			
186	3	A/B: HT	RUBY	US	SOMERVILLE	0.5			
191	4	C/SS	RUBY	INDIA	SOMERVILLE	805.0			
195	4	C/SS	RUBY	BRAZIL	BINGHAMTON	3,201.9			
196	4	C/SS	RUBY	BRAZIL	SCOTIA	924.8			
197	4	C/SS	RUBY	US	SOMERVILLE	800.0			
198	4	C/SS	RUBY	US	BINGHAMTON	85.0			
199	4	C/SS	RUBY	US	NEW HAVEN	200.0			
200	4	C/SS E-1	NON-RUBY	AFRICA	SOMERVILLE	100.0			
202	4	C/SS	NON-RUBY	US	SOMERVILLE	90.2			
205	4	F/S	RUBY	PORTUGAL	SOMERVILLE	21.0			
206	4	F/S	RUBY	PORTUGAL	NEW HAVEN	12.8			
207	4	F/S	RUBY	ARGENTINA	BINGHAMTON	105.0			
208	4	F/S	RUBY	ARGENTINA	SOMERVILLE	35.0			
211	4	F/S	RUBY	PERU	SOMERVILLE	29.0			
216	4	F/S	NON-RUBY	US	SOMERVILLE	42.8			
217	4	G/S	RUBY	AFRICA	SOMERVILLE	246.0			
218	4	G/S	RUBY	PORTUGAL	SOMERVILLE	57.0			
219	4	G/S	RUBY	ARGENTINA	SOMERVILLE	1,842.3			
220	4	G/S	RUBY	ARGENTINA	BINGHAMTON	96.0			
221	4	G/S	RUBY	INDIA	SOMERVILLE	220.0			
Company Name: _____									
Name & Title: _____									
Signature & Date: _____									

ITEM NO.	SIZE	GRADE	TYPE	ORIGIN	DEPOT	LBS	UNIT PRICE/LB	LBS	TOTAL PRICE
222	4	G/S	RUBY	INDIA	BINGHAMTON	2,819.8			
223	4	G/S	RUBY	INDIA	NEW HAVEN	37.4			
224	4	G/S	RUBY	INDIA	SCOTIA	130.0			
228	4	S/A	RUBY	PORT. + US	NEW HAVEN	335.0			
229	4	S/A	RUBY	US	SOMERVILLE	200.0			
231	4	A/B: HT	RUBY	US	SOMERVILLE	17.0			
		CLEAR N/S,							
232	5	C/SS	RUBY	AFRICA	SOMERVILLE	3,284.0			
236	5	C/SS	RUBY	INDIA	SOMERVILLE	12,574.0			
237	5	C/SS	RUBY	INDIA	BINGHAMTON	6,192.5			
238	5	C/SS	RUBY	INDIA	SCOTIA	40.0			
239	5	C/SS	RUBY	INDIA	WARREN	265.0			
244	5	C/SS	NON-RUBY	AFRICA	SOMERVILLE	200.0			
245	5	C/SS	NON-RUBY	INDIA	SOMERVILLE	1,539.0			
252	5	F/S	RUBY	AFRICA	BINGHAMTON	40.0			
253	5	F/S	RUBY	AFRICA	SOMERVILLE	106.0			
254	5	CLEAR + F/S	RUBY	ARGENTINA	SOMERVILLE	766.0			
262	5	F/S	RUBY	US	NEW HAVEN	768.3			
263	5	F/S	RUBY	US	SOMERVILLE	400.0			
267	5	G/S	RUBY	AFRICA	BINGHAMTON	116.0			
268	5	G/S	RUBY	AFRICA	SOMERVILLE	151.0			
269	5	G/S	RUBY	PORTUGAL	SOMERVILLE	373.3			
270	5	G/S	RUBY	PORTUGAL	NEW HAVEN	40.0			
271	5	G/S	RUBY	ARGENTINA	SOMERVILLE	659.5			
275	5	G/S	RUBY	PERU	SOMERVILLE	148.0			
276	5	G/S	RUBY	BRAZIL	BINGHAMTON	3,470.8			
278	5	G/S	RUBY	US	BINGHAMTON	200.0			
279	5	G/S	RUBY	US	SOMERVILLE	600.0			
280	5	G/S	RUBY	US	NEW HAVEN	2,742.3			
282	5	G/S	NON-RUBY	INDIA	BINGHAMTON	1,220.0			
Company Name: _____									
Name & Title: _____									
Signature & Date: _____									

ITEM NO.	SIZE	GRADE	TYPE	ORIGIN	DEPOT	LBS	UNIT PRICE/LB	LBS	TOTAL PRICE
287	5	S/A	RUBY	PORTUGAL	SOMERVILLE	344.0			
288	5	S/A	RUBY	INDIA + US	NEW HAVEN	1,060.0			
289	5	A/B	RUBY	AFRICA	SOMERVILLE	1,268.0			
290	5	A/B	RUBY	INDIA	NEW HAVEN	3,369.9			
291	5.5	CLEAR N/S + C/SS	RUBY	AFRICA	SOMERVILLE	701.0			
292	5.5	C/SS	RUBY	AFRICA	BINGHAMTON	1,082.0			
293	5.5	C/SS	RUBY	PORTUGAL	SOMERVILLE	106.2			
294	5.5	C/SS	RUBY	ARGENTINA	SOMERVILLE	386.0			
295	5.5	C/SS	RUBY	ARGENTINA	BINGHAMTON	120.0			
296	5.5	C/SS	RUBY	INDIA	SOMERVILLE	189.8			
297	5.5	C/SS	RUBY	INDIA	NEW HAVEN	65.0			
298	5.5	C/SS	RUBY	INDIA	SCOTIA	50.0			
301	5.5	C/SS	RUBY	US	SOMERVILLE	2,238.1			
302	5.5	C/SS	RUBY	US	NEW HAVEN	527.8			
303	5.5	C/SS	NON-RUBY	BRAZIL	SOMERVILLE	136.0			
304	5.5	C/SS	NON-RUBY	BRAZIL	SCOTIA	44.1			
305	5.5	C/SS	NON-RUBY	US	SOMERVILLE	348.7			
306	5.5	C/SS	NON-RUBY	US	BINGHAMTON	130.0			
307	5.5	F/S	RUBY	AFRICA	SOMERVILLE	105.0			
308	5.5	F/S	RUBY	PORTUGAL	SOMERVILLE	158.3			
309	5.5	F/S	RUBY	ARGENTINA	SOMERVILLE	369.0			
310	5.5	F/S	RUBY	ARGENTINA	BINGHAMTON	58.0			
311	5.5	F/S	RUBY	INDIA	SOMERVILLE	107.0			
312	5.5	F/S	RUBY	PERU	SOMERVILLE	105.0			
317	5.5	F/S	NON-RUBY	BRAZIL	SCOTIA	40.0			
318	5.5	F/S	NON-RUBY	BRAZIL	SOMERVILLE	37.6			
319	5.5	F/S	NON-RUBY	BRAZIL	BINGHAMTON	106.0			
321	5.5	G/S	RUBY	AFRICA	BINGHAMTON	121.0			
322	5.5	G/S	RUBY	AFRICA	SCOTIA	56.9			
323	5.5	G/S	RUBY	AFRICA	SOMERVILLE	4,771.8			

Company Name: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

ITEM NO.	SIZE	GRADE	TYPE	ORIGIN	DEPOT	LBS	UNIT PRICE/LB	LBS	TOTAL PRICE
324	5.5	G/S	RUBY	PORTUGAL	SOMERVILLE	65.5			
325	5.5	G/S	RUBY	INDIA	SOMERVILLE	2,946.0			
326	5.5	G/S	RUBY	INDIA	BINGHAMTON	89.0			
327	5.5	G/S	RUBY	BRAZIL	SOMERVILLE	100.0			
329	5.5	G/S	NON-RUBY	US	SOMERVILLE	2,160.4			
330	5.5	G/S	NON-RUBY	US	BINGHAMTON	500.0			
331	5.5	G/S	NON-RUBY	US	NEW HAVEN	500.0			
332	5.5	S/A	RUBY	AFRICA	SOMERVILLE	16.5			
338	6	C/SS	RUBY	AFRICA	SOMERVILLE	605.7			
339	6	C/SS	RUBY	PORTUGAL	SOMERVILLE	54.5			
340	6	C/SS	RUBY	ARGENTINA	SOMERVILLE	110.0			
341	6	C/SS	RUBY	INDIA	SOMERVILLE	1,694.5			
342	6	C/SS	RUBY	INDIA	NEW HAVEN	99.6			
345	6	C/SS	RUBY	US	SOMERVILLE	3,451.6			
346	6	C/SS	RUBY	US	BINGHAMTON	84.0			
347	6	C/SS	RUBY	US	NEW HAVEN	1,266.0			
348	6	C/SS	NON-RUBY	AFRICA	SOMERVILLE	1,922.7			
349	6	C/SS	NON-RUBY	AFRICA	BINGHAMTON	725.0			
350	6	C/SS	NON-RUBY	AFRICA	SCOTIA	124.1			
351	6	C/SS	NON-RUBY	BRAZIL	SOMERVILLE	1,287.6			
352	6	C/SS	NON-RUBY	BRAZIL	BINGHAMTON	152.0			
353	6	C/SS	NON-RUBY	BRAZIL	SCOTIA	78.0			
354	6	C/SS	NON-RUBY	US	SOMERVILLE	228.8			
355	6	C/SS	NON-RUBY	US	BINGHAMTON	100.0			
356	6	F/S	RUBY	AFRICA	BINGHAMTON	149.0			
357	6	F/S	RUBY	AFRICA	SOMERVILLE	313.0			
358	6	F/S	RUBY	PORTUGAL	SOMERVILLE	304.0			
359	6	F/S	RUBY	PORTUGAL	NEW HAVEN	25.0			
360	6	F/S	RUBY	ARGENTINA	SOMERVILLE	165.0			
361	6	F/S	RUBY	PERU	SOMERVILLE	736.0			
362	6	F/S	RUBY	US	BINGHAMTON	300.0			
363	6	F/S	RUBY	US	SOMERVILLE	100.0			
Company Name: _____									
Name & Title: _____									
Signature & Date: _____									

ITEM NO.	SIZE	GRADE	TYPE	ORIGIN	DEPOT	LBS	UNIT PRICE/LB	LBS	TOTAL PRICE
364	6	F/S	RUBY	US	NEW HAVEN	2,884.3			
365	6	F/S	NON-RUBY	AFRICA	SOMERVILLE	1,402.0			
366	6	F/S	NON-RUBY	AFRICA	BINGHAMTON	45.0			
367	6	F/S	NON-RUBY	BRAZIL	BINGHAMTON	227.0			
368	6	F/S	NON-RUBY	BRAZIL	SCOTIA	58.0			
369	6	F/S	NON-RUBY	BRAZIL	SOMERVILLE	2,975.7			
370	6	F/S	NON-RUBY	US	BINGHAMTON	400.0			
371	6	F/S	NON-RUBY	US	SOMERVILLE	397.6			
372	6	F/S	NON-RUBY	US	NEW HAVEN	100.0			
373	6	G/S	RUBY	AFRICA	SOMERVILLE	385.0			
374	6	G/S	RUBY	PORTUGAL	SOMERVILLE	143.0			
375	6	G/S	RUBY	PORTUGAL	NEW HAVEN	1,078.9			
376	6	G/S	RUBY	ARGENTINA	SOMERVILLE	1,948.0			
378	6	G/S	RUBY	INDIA	SOMERVILLE	700.0			
380	6	G/S	NON-RUBY	BRAZIL	SOMERVILLE	3,061.2			
381	6	G/S	NON-RUBY	US	SOMERVILLE	100.0			
383	6	G/S	NON-RUBY	US	NEW HAVEN	1,900.0			
384	6	S/A	RUBY	PORT/ AFRICA	SOMERVILLE	73.0			
385	6	S/A	RUBY	AFRICA	NEW HAVEN	181.5			
386	6	S/A	RUBY	BRAZIL	SCOTIA	220.46			
Company Name: _____									
Name & Title: _____									
Signature & Date: _____									

ITEM NO.	SIZE	GRADE	TYPE	ORIGIN	DEPOT	LBS	UNIT PRICE/LB	LBS	TOTAL PRICE
389	00XX-SPECIAL	F/S	RUBY	BRAZIL	SOMERVILLE	36.00			
395	0XX-SPECIAL	G/S	RUBY	US	SOMERVILLE	9.10			
396	0XX-SPECIAL	G/S	RUBY	INDIA	SOMERVILLE	17.00			
401	XX-SPECIAL	F/S	RUBY	US	SOMERVILLE	4.7			
403	XX-SPECIAL	F/S	NON-RUBY	US	SOMERVILLE	1.1			
409	X-SPECIAL	C/SS	NON-RUBY	US	SOMERVILLE	2.0			
413	X-SPECIAL	F/S	NON-RUBY	INDIA	SOMERVILLE	6.9			
414	X-SPECIAL	F/S	NON-RUBY	US	SOMERVILLE	1.7			
418	SPECIAL	C/SS	RUBY	AFRICA	SOMERVILLE	20.0			
422	SPECIAL	C/SS	RUBY	US	SOMERVILLE	32.0			
423	SPECIAL	C/SS	NON-RUBY	US	SOMERVILLE	3.4			
428	SPECIAL	F/S	NON-RUBY	US	SOMERVILLE	10.2			
432	SPECIAL	G/S	NON-RUBY	US	SOMERVILLE	33.0			
434	SPECIAL	S/A	RUBY	INDIA	SOMERVILLE	46.0			
Company Name: _____									
Name & Title: _____									
Signature & Date: _____									

ITEM NO.	SIZE	QUALITY/HEAT	ORIGIN	DEPOT	LBS	UNIT PRICE/LB	LBS	TOTAL PRICE
<b>Phlogopite Block, Amber</b>								
439	0	N/S	MADAGASCAR	SOMERVILLE	84.25			
445	Z	HH	MADAGASCAR	NEW HAVEN	396.40			
450	SPECIAL	N/S	MEXICO	SOMERVILLE	96.00			
454	1	N/S	MADAGASCAR	SOMERVILLE	880.66			
455	2	N/S	MADAGASCAR	NEW HAVEN	1,000			
460	3	N/S	MADAGASCAR	SOMERVILLE	969.67			
461	4	N/S	MADAGASCAR	NEW HAVEN	1,001.28			
462	4	N/S	MADAGASCAR	SOMERVILLE	657.46			
463	4	NON-HH	MADAGASCAR	SOMERVILLE	112.43			
464	4	N/S	MEXICO	SOMERVILLE	552.64			
465	5	N/S	MADAGASCAR	SOMERVILLE	12,245			
467	5	N/S	MEXICO	NEW HAVEN	239.00			
469	4 & 5	N/S	MEXICO	SOMERVILLE	200.61			
470	5.5	N/S	MEXICO	NEW HAVEN	437.00			
471	5.5	N/S	MEXICO	SOMERVILLE	1,673.76			
472	5 & 5.5	N/S	MEXICO	SOMERVILLE	357.00			
474	6A	N/S	MADAGASCAR	SOMERVILLE	536.36			
475	6A	NON-HH	MADAGASCAR	SOMERVILLE	110.23			
476	6B	N/S	MADAGASCAR	SOMERVILLE	88.18			
478	6C	NON-HH	MADAGASCAR	SOMERVILLE	440.90			
479	5.5 & 6	N/S	MEXICO	SOMERVILLE	1,136.41			
480	7	HH	MADAGASCAR	SOMERVILLE	881.84			
482	7	N/S	MADAGASCAR	SOMERVILLE	9,562.57			
483	7	NON-HH	MADAGASCAR	SOMERVILLE	110.23			
Company Name: _____								
Name & Title: _____								
Signature & Date: _____								

**I.3 Certificate of Independent Price Determination (JUL 97)**

- a.** The bidder certifies that:
- (1)** The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to:
    - (a)** those prices,
    - (b)** the intention to submit an bid, or
    - (c)** the methods or factors used to calculate the prices bid;
  - (2)** The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid invitation) 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 bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- b.** Each signature on the bid is considered to be a certification by the signatory that the signatory:
- (1)** Is the person in the bidder's organization responsible for determining the prices being bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs **a.**(1) through **a.**(3) above; or
  - (2)** **(i)** Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs **a.**(1) through **a.**(3), above
- 
- (insert full name of person(s) in the bidder's organization responsible for determining the prices bid, and the title of his or her position in the bidder's organization);*
- (ii)** As an authorized agent, does certify that the principals named in subdivision **b.**(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs **a.**(1) through **a.**(3) above; and
  - (iii)** As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs **a.**(1) through **a.**(3) above.
- c.** If the bidder deletes or modifies subparagraph **a.**(2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

**I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)**

**a (1)** The Bidder certifies, to the best of its knowledge and belief, that -

**(a)** The Bidder and/or any of its Principals -

- (i)** Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (ii)** Have  have not , within a three-year period preceding this bid, 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 bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- (iii)** Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision **a. (1)(i)(B)** of this provision.
- (iv)** Are  are not  presently indicted for or otherwise criminally or civilly charged by a Federal, state or local entity with violation of any environmental laws;
- (v)** Have  have not  within the three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for violation of a Federal, state or local environmental statute or regulation.

**(b)** The Bidder has  has not , within a three-year period preceding this bid, had one or more contracts terminated for default by any Federal agency.

**(2)** "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

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

- b. The Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder 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 Invitation. However, the certification will be considered in connection with a determination of the Bidder’s responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Bidder nonresponsible.
- d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph a. of this provision. The knowledge and information of a Bidder 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 Bidder knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this Invitation for default.

**I.5 Type of Business Organization (APR 96)**

The Bidder 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 Bidder is a foreign entity, it operates as  an individual,  a partnership,
- c.  a nonprofit organization,  a joint venture, or  a corporation registered for business in \_\_\_\_\_(country),
- d. If the Bidder 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).
- e. If the Bidder is owned or controlled by another, state the relationship (e.g., wholly owned subsidiary, etc.): \_\_\_\_\_.
- f. The Bidder agrees to provide additional information relating to the above representations if requested to do so by the Contracting Officer.

**I.6 Small Business Concern Certification (JAN 95)**

The Bidder represents and certifies as part of its bid that it  is,  is not a small business concern. (See Section **H.b.**, for the definition of a small business concern.)

**I.7 Clean Air and Water Certification (JUN 95)**

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

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

The Bidder shall provide the name(s), title(s), signature(s), and telephone number(s) of representative(s) authorized to sign Section **J.2 Shipping Instructions (JAN 00)**:

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone

**I.9 Bidder's Billing Address (JUL 96)**

The Bidder shall provide its billing address and billing facsimile number below, if different from the address in Section **I.1 Sale of Government Property Bid and Award (APR 99)**.

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**SECTION J – LIST OF ATTACHMENTS**

**J.1 Storage Locations and Responsible Offices**

**J.2 Shipping Instructions**

**J.3 Material Safety Data Sheets**

**J.4 Fedwire Procedures**

## **J.1 Storage Locations and Responsible Offices**

### **Somerville Depot**

152 U.S. Highway 206 South  
Somerville, NJ 08876-4135  
Depot Manager: James Farley  
(908) 707-4356

**Outloading Hours** : Monday – Thursday: 0700 – 1500  
Friday: 0800 – 1500

### **Scotia Depot**

Route 5, Bldg. #2  
Scotia, NY 12302-9463  
Depot Manager: Dennis Wesolowski  
(518) 370-3347

**Outloading Hours** : Monday – Thursday: 0700 – 1500  
Friday: 0800 – 1500

### **Binghamton Depot**

Hoyt Avenue  
Binghamton, NY 13901 – 1699  
Depot Manager: William Guiton  
(607) 773-2602

**Outloading Hours** : Monday – Thursday: 0700 – 1500  
Friday: 0800 – 1500

### **New Haven Depot**

State Route 14  
New Haven, IN 46774-9644  
Depot Manager: Fred Brooks  
(219) 749-5953

**Outloading Hours** : Monday – Thursday: 0715 – 1515  
Friday: 0815 – 1515

### **Warren Depot**

Pine Street Extension  
Warren, OH 44482-9999  
Depot Manager: John Pittano  
(330) 652-1456

**Outloading Hours** : Monday – Thursday: 0715 – 1515  
Friday: 0815 – 1515

Requests for inspection should be made in writing or by facsimile submission on company letterhead to:

Ms. Mary Jackson  
Defense National Stockpile Center  
8725 John J Kingman Road, Suite 4616  
Fort Belvoir, VA 22060-6223  
(703) 767-7606  
Facsimile: (703) 767-7613

**J.2 Shipping Instructions**

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

**SHIPPING INSTRUCTIONS**

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

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

2. a. DNSC Contract No.: SP0833- \_\_\_\_\_ b. Commodity: \_\_\_\_\_

3. Item/Pile: \_\_\_\_\_

4. Depot: \_\_\_\_\_

5. a. Quantity: \_\_\_\_\_

b. Unit Price: \_\_\_\_\_ c. Total Dollar Value: \_\_\_\_\_

6. Shipping Method: \_\_\_\_\_

7. a. Carrier Name: \_\_\_\_\_

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

8. Date Shipment Desired: \_\_\_\_\_

9. Ship To: \_\_\_\_\_

10. Minimum Load: \_\_\_\_\_

11. a. Outloader: \_\_\_\_\_ b. Telephone No.: \_\_\_\_\_

12. a. Sampler: \_\_\_\_\_ b. Telephone No.: \_\_\_\_\_

13. Copy of Payment Attached: Yes  No

14. Remarks: \_\_\_\_\_

15. Contractor's Signature: \_\_\_\_\_

Date

Telephone

16. Shipment Approved and Authorized: \_\_\_\_\_

Contracting Officer

Date

### J.3 Material Safety Data Sheets

DLA15020

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#### SECTION 1 CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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

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

SUBSTANCE: MICA

#### TRADE NAMES/SYNONYMS:

MUSCOVITE; PHLOGOPITE; BIOTITE; HEPIDOLITE; ZINNWALDITE; ROSCOELITE; AMBER  
MICA; SILICATE, MICA; MICA POWDER (DAJAC); EPOCAST 88778 D (FURANE PRODUCTS);  
DLA15020; RTECS VV8760000

CHEMICAL FAMILY: mineral

CREATION DATE: Jul 01 1992  
REVISION DATE: Jun 02 1999

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#### SECTION 2 COMPOSITION, INFORMATION ON INGREDIENTS

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COMPONENT: MICA  
CAS NUMBER: 12001-26-2  
EC NUMBER: Not assigned.  
PERCENTAGE: 100.0

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#### SECTION 3 HAZARDS IDENTIFICATION

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

EC CLASSIFICATION (CALCULATED): Not determined.

#### EMERGENCY OVERVIEW:

PHYSICAL DESCRIPTION: Colorless to slight red or brown to greenish yellow,  
soft, translucent solid.

MAJOR HEALTH HAZARDS: No significant target effects reported.

POTENTIAL HEALTH EFFECTS:

#### INHALATION:

SHORT TERM EXPOSURE: no information is available

LONG TERM EXPOSURE: difficulty breathing, lung damage

#### SKIN CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: no information is available

#### EYE CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: no information is available

INGESTION:

SHORT TERM EXPOSURE: no information is available

LONG TERM EXPOSURE: no information on significant adverse effects

CARCINOGEN STATUS:

OSHA: N

NTP: N

IARC: N

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SECTION 4 FIRST AID MEASURES  
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INHALATION: Remove from exposure immediately. Use a bag valve mask or similar device to perform artificial respiration (rescue breathing) if needed. Get medical attention.

SKIN CONTACT: Remove contaminated clothing, jewelry, and shoes immediately. Wash with soap or mild detergent and large amounts of water until no evidence of chemical remains (at least 15-20 minutes). Get medical attention, if needed.

EYE CONTACT: Wash eyes immediately with large amounts of water or normal saline, occasionally lifting upper and lower lids, until no evidence of chemical remains. Get medical attention immediately.

INGESTION: If vomiting occurs, keep head lower than hips to help prevent aspiration. Get medical attention, if needed.

-----  
SECTION 5 FIRE FIGHTING MEASURES  
-----

FIRE AND EXPLOSION HAZARDS: Negligible fire hazard.

EXTINGUISHING MEDIA: Use extinguishing agents appropriate for surrounding fire.

FIRE FIGHTING: Move container from fire area if it can be done without risk. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

-----  
SECTION 6 ACCIDENTAL RELEASE MEASURES  
-----

OCCUPATIONAL RELEASE:

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

-----  
SECTION 7 HANDLING AND STORAGE  
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Store and handle in accordance with all current regulations and standards.

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SECTION 8 EXPOSURE CONTROLS, PERSONAL PROTECTION

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## EXPOSURE LIMITS:

## MICA:

20 mppcf OSHA TWA (respirable particulate) (<1% crystalline silica)  
3 mg/m<sup>3</sup> OSHA TWA (respirable particulate) (<1% crystalline silica)  
(vacated by 58 FR 35338, June 30, 1993)  
3 mg/m<sup>3</sup> ACGIH TWA (respirable particulate)  
10 mg/m<sup>3</sup> ACGIH TWA (total particulate)  
3 mg/m<sup>3</sup> NIOSH recommended TWA 10 hour(s) (respirable particulate)  
10 mg/m<sup>3</sup> UK OES TWA (total inhalable dust)  
0.8 mg/m<sup>3</sup> UK OES TWA (respirable dust)

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

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

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

CLOTHING: Wear appropriate chemical resistant clothing.

GLOVES: Wear appropriate chemical resistant gloves.

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

15 mg/m<sup>3</sup>

Any dust and mist respirator.

30 mg/m<sup>3</sup>

Any dust and mist respirator.

Any supplied-air respirator.

75 mg/m<sup>3</sup>

Any supplied-air respirator.

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

150 mg/m<sup>3</sup>

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

Any supplied-air respirator with a full facepiece.

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

Any self-contained breathing apparatus with a full facepiece.

Any supplied-air respirator with a full facepiece.

1,500 mg/m<sup>3</sup>

Any supplied-air respirator operated in a pressure-demand or other positive-pressure mode.

Escape -

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

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

For Unknown Concentrations or Immediately Dangerous to Life or Health -

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

Any self-contained breathing apparatus with a full facepiece.

-----  
SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES  
-----

PHYSICAL DESCRIPTION: Colorless to slight red or brown to greenish yellow, soft, translucent solid.

BOILING POINT: Not applicable

MELTING POINT: Not available

VAPOR PRESSURE: Not applicable

VAPOR DENSITY: Not applicable

SPECIFIC GRAVITY (water=1): 2.6-3.2

WATER SOLUBILITY: insoluble

PH: Not applicable

VOLATILITY: Not applicable

ODOR THRESHOLD: Not available

EVAPORATION RATE: Not applicable

COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available

-----  
SECTION 10 STABILITY AND REACTIVITY  
-----

REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: Avoid generating dust.

INCOMPATIBILITIES:

MICA:

No data available.

HAZARDOUS DECOMPOSITION:

Thermal decomposition products: miscellaneous decomposition products

POLYMERIZATION: Will not polymerize.

-----  
SECTION 11 TOXICOLOGICAL INFORMATION  
-----

MICA:

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: respiratory disorders

HEALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE:

MICA: No data available.

CHRONIC EXPOSURE:

MICA: Evidence has been found to indicate that prolonged inhalation of mica may cause pneumoconiosis especially if the inhaled concentration is above 20 mppcf and the length of exposure is over five years. Symptoms may include a progressive dry cough, shortness of breath on exertion,

decreased chest expansion, weakness and weight loss. As the disease progresses, the cough becomes productive of stringy mucous, vital capacity decreases further, and shortness of breath becomes more severe.

SKIN CONTACT:

ACUTE EXPOSURE:

MICA: May cause skin irritation.

CHRONIC EXPOSURE:

MICA: No data available.

EYE CONTACT:

ACUTE EXPOSURE:

MICA: May cause irritation.

CHRONIC EXPOSURE:

MICA: No data available.

INGESTION:

ACUTE EXPOSURE:

MICA: No data available.

CHRONIC EXPOSURE:

MICA: Rats were fed a diet containing up to 5% of a titanium dioxide coated mica, 28% titanium dioxide and 72% mica, for up to 130 weeks. No toxicologic or carcinogenic effects were noted.

-----  
SECTION 12 ECOLOGICAL INFORMATION  
-----

Not available

-----  
SECTION 13 DISPOSAL CONSIDERATIONS  
-----

Dispose in accordance with all applicable regulations.

-----  
SECTION 14 TRANSPORT INFORMATION  
-----

No classification assigned.

LAND TRANSPORT ADR/RID: No classification assigned.

AIR TRANSPORT IATA/ICAO: No classification assigned.

MARITIME TRANSPORT IMDG: No classification assigned.

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SECTION 15 REGULATORY INFORMATION

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U.S. REGULATIONS:

TSCA INVENTORY STATUS: N

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

CERCLA SECTION 103 (40CFR302.4): N

SARA SECTION 302 (40CFR355.30): N

SARA SECTION 304 (40CFR355.40): N

SARA SECTION 313 (40CFR372.65): N

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

ACUTE: N

CHRONIC: Y

FIRE: N

REACTIVE: N

SUDDEN RELEASE: N

OSHA PROCESS SAFETY (29CFR1910.119): N

STATE REGULATIONS:

California Proposition 65: N

EUROPEAN REGULATIONS:

EC NUMBER: Not assigned.

GERMAN REGULATIONS:

WATER HAZARD CLASS (WGK): 0 (Self Classification by Manufacturers and Distributors)

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SECTION 16 OTHER INFORMATION

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MSDS SUMMARY OF CHANGES

SECTION 3 HAZARDS IDENTIFICATION

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## J.4 Fedwire Procedures

### FEDWIRE PROCEDURES (JUL 97)

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

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

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

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