



**DEFENSE LOGISTICS AGENCY
DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 3229
FT. BELVOIR, VIRGINIA 22060-6220**

IN REPLY

DNOSC-C3

April 9, 2002

Dear Valued Customer:

Attached hereto is a **draft** copy of the new Basic Ordering Agreement (BOA) for Crude Natural, Ribbed Smoked Sheet (RSS) Rubber sales , DLA-RUBBER-002, and the agenda for the upcoming Rubber Industry Meeting sponsored by the Defense National Stockpile Center (DNOSC). The BOA and agenda will soon be available on the DNOSC web site: <https://www.dnosc.dla.mil>. Please review the BOA in its entirety, as many sections are appreciably different from the previous rubber sales solicitations. Please direct any questions or concerns you may have in writing, to Patricia L. Harrison, Rubber Contract Specialist, via facsimile at (703) 767-5411, not later than April 11, 2002. Your questions will be addressed at the Industry Meeting on Tuesday, April 16, 2002. The meeting will be held from 10:00 a.m. until 1:00 p.m. at the following location:

**The New York Hilton
1335 Avenue of the Americas
New York, NY 10019
(212) 586-7000**

Thank you for your interest in the DNOSC Rubber Sales Program. Should you have any additional questions, please contact Ms. Harrison at (703) 767-5506.

Sincerely,

/S/

JENNIFER P. IRIBARREN
Contracting Officer

DRAFT

-Issued: April 8, 2002

DLA-RUBBER-002

BASIC ORDERING AGREEMENT FOR STOCKPILE RUBBER



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

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BASIC ORDERING AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND

This Agreement governing the sale of crude natural rubber, ribbed smoked sheet (RSS) under Basic Order Agreement, DLA-RUBBER-002 (the BOA), is entered into as of the _____ day of _____ 20____ between the United States of America, represented by the Contracting Officer, and _____ represented by _____.

This Agreement shall be effective upon signature by the Contracting Officer and shall incorporate the terms of the Acceptance Letter. The terms and conditions of any subsequent sale of material are as set forth in the BOA, which shall be incorporated into each contract awarded pursuant to this Agreement unless otherwise specified in the Acceptance Letter or the executed Quote/Award Form (**Section I.1**). In the event of a conflict between the BOA, the Acceptance Letter or the executed Quote/Award Form, the terms of the executed Quote/Award Form shall govern.

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

(Company Name)

United States of America

BY _____
Name and Title of Signer

BY _____
Name of Contracting Officer

Date Signed: _____

Date Signed: _____

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BASIC ORDERING AGREEMENT

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PART I – THE SCHEDULE

SECTION A – AGREEMENT/CONTRACT FORM

A.1 Introduction (JUN 99)

- a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC) is soliciting quotes for the sale of 71,636 Long Tons of crude natural rubber, ribbed smoked sheet (RSS) in Fiscal Year 2002.
- b. The outloading will be done by the Contractor at the Contractor's expense (**See F.1.a.**).
- c. This Agreement supercedes Solicitation of Offers for RSS and TSR Rubber, DLA-RUBBER-001, which is hereby cancelled.

A.2 Basic Ordering Agreement (BOA) (JUN 99)

- a. The terms and conditions of this Basic Ordering Agreement shall be incorporated in any resulting contract, unless otherwise specified in the Acceptance Letter or Quote/Award Form.
- b. Contracts awarded under this Agreement shall be fixed price contracts.
- c. An executed **Section I.1, Quote/Award Form**, signed by a Contracting Officer, together with this Agreement and the Acceptance Letter shall constitute the Contract.

A.3 Web Page (JUN 99)

All requests for quotes under this Agreement shall be posted on the DNSC web site by 11:30 a.m. local time, Ft. Belvoir, VA every Tuesday. The website is <https://www.dnsc.dla.mil>. Quoters shall check the web site to determine if DNSC is soliciting quotes that day.

A.4 Material Description (JAN 95)

- a. A list of the material available for sale is located in **Section I.2, Available Ribbed Smoked Sheet Rubber**. The material is located at the storage locations specified in **J.1, Location of Material**.
- b. The following description is furnished for general information only. Crude Natural Rubber, Ribbed Smoked Sheet (RSS) is stored in a frozen state in bales with dimensions of approximately 30 X 20 X 14 inches on wooden pallets (dunnage) with loose lumber layered between stacks of rubber. The average weight per bale is approximately 200 to 250 pounds.

- c. The grades of rubber being offered are 1, 1X, 2, and 3 Ribbed Smoked Sheets (RSS). The rubber was purchased between 1950 and 1992. The countries of origin are Indonesia, Malaysia, Thailand, Cambodia, Ceylon, and Vietnam.
- d. Government records indicate that the Ribbed Smoked Sheet (RSS) Rubber conforms to the purchase specification in Section I.5. However, no warranty or guarantee is made that the material conforms or that it will be suitable for any particular purpose.

A.5 Financial Exposure Limit (MAR 02)

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

A.6 Payment Terms (JAN 02)

The maximum acceptable payment terms are net thirty (30) days after the Government's receipt of a current, accurate, and complete shipping instruction.

A.7 Inspection (APR 02)

- a. At their own expense, Quoters or their designees may visually inspect material to be sold prior to submitting an quote. No sampling of material will be permitted, however one bale of rubber from any type to be offered may be purchased at a cost of \$100 per bale. The on-site Government personnel shall designate which bales are available for purchase. Quoters shall be responsible for outloading sample bales.
- b. Requests for an appointment to inspect the material must be made in writing or by facsimile submission on company letterhead to the point(s) of contact identified in **Section J.1, Location of Material**, at least 10 working days prior to the date of the requested inspection. Requests shall include the name and title of each individual wishing to inspect the material. The Government reserves the right to limit the number of individuals seeking access to the depot.

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

A.8 Foreign Trade Statistics Regulations (MAR 02)

- a. The Contractor shall determine any export license requirements, obtain any export licenses or other official authorization required for export, and carry out any US Customs formalities for the export of any material awarded under this Agreement.
- b. The Contractor shall comply with United States Bureau of Export Administration Foreign Trade Statistics and Export Administration Regulations as set forth in 15 CFR Parts 30 and 732 (as amended by 65 CFR 42556-42575, July 10, 2000 or any subsequent rule making).
- c. If the Contractor is not a United States domestic entity or does not have a physical presence in the United States, and the material is to be exported, the Contractor shall either—
 - 1. Engage a United States Forwarding Agent or other agent in accordance with 15 CFR 30.4(a) and (c); or
 - 2. Engage a United States Order Party, in accordance with 15 CFR 30.4(a)(1)(iii), to conduct all negotiations, correspondence, and arrangements for sale, and to arrange for export of the material purchased.
- d. The DNSC shall not be named as the United States Principal Party in Interest and will not execute any Shipper's Export Declaration required by the Foreign Trade Statistics regulations.

SECTION B – PREQUALIFICATION (JUN 99)

1. Quoters must be pre-qualified in order to submit quotes and be considered for award. If requested, Quoters must also be pre-approved for payment terms.
2. Quoters shall complete the following documents and submit them to the address shown in **paragraph B.4**:
 - a. **Basic Ordering Agreement**; and
 - b. **Sections I.4 through I.7.**
3. Quoters shall submit copies of the most recent income statement and balance sheet for the company and any other documentation that might verify their financial level of business transactions; e.g., a list of references.
4. Quoters shall submit the pre-qualification documentation to the following address/facsimile number:

Attn: Rubber Contract Specialist, DNSC-C1
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 3229
Fort Belvoir, Virginia 22060-6223
Fax: (703) 767-5411
5. The Government will evaluate the documentation to determine whether or not the Quoter is considered responsible and eligible for award and whether DNSC will extend payment terms. Quoters will not be pre-qualified or eligible for payment terms unless the Contracting Officer makes an affirmative determination of responsibility.
6. To be determined responsible, Quoters shall have adequate financial resources, a satisfactory performance record with DNSC, and a satisfactory record of integrity and ethics. For example, a Quoter may be determined to be non-responsible and ineligible to submit quotes under this Agreement if there is a record of poor payment (e.g., checks returned for insufficient funds) or poor performance (e.g., failure to pay for or remove material on time). In addition to looking at past performance, DNSC will also review current Dun & Bradstreet reports.
7. If the Contracting Officer determines that the Quoter is responsible, the Contracting Officer will sign the Agreement and return one copy to the Quoter. The Contracting Officer will also transmit an Acceptance Letter that will set forth the financial exposure limit and identify whether or not any payment terms have been granted.

8. Quoters will not be eligible to submit quotes until receipt of the Acceptance Letter and executed Agreement.
9. DNSC may require the Contractor to submit updated information at any time during the Agreement period.
10. Quoters shall be required to re-qualify annually.

SECTION C – QUOTES

C.1 Submission of Quotes (JUN 99)

- a. On any Tuesday on which material will be offered for sale, the Government will post the material being offered on its web site at <https://www.dnsc.dla.mil> by 11:30 a.m., local time, Ft. Belvoir, Virginia.
- b. Quotes and modifications shall be submitted via facsimile in accordance with **Section C.5, Facsimile Submissions**.
- c. Quoters shall submit quotes on **Section I.1, Quote/Award Form**. Quotes shall be sent to (703) 767-5541, Attention: Rubber Contracting Specialist.
- d. **Section I.1, Quote/Award Form** shall reference the date of the Request for Quotes and shall contain the following additional information:
 - (i) Item;
 - (ii) Commodity Description and Location;
 - (iii) Quantity;
 - (iv) Unit price;
 - (v) Total price;
 - (vi) Company name; and
 - (vii) Title and signature of authorized Contractor's representative.
- e. Quotes must be received by 4:00 p.m., local time, Ft. Belvoir, Virginia the day of the offering and shall remain valid for two business days after the time set for receipt of quotes.
- f. If its quote is accepted by the Government not later than 4 PM on the second business day after the time set for receipt of quotes, the Quoter agrees to purchase any or all material quoted on at the price quoted and to take delivery within the removal period specified in the executed **Section I.1, Quote/Award Form**.

C.2 Web Site Information (JUN 99)

- a. The Government shall not be responsible for any technical problems related to the publication of the Request for Quotes on the Internet, including but not limited to, any difficulties in accessing the site.
- b. Quoters experiencing problems accessing the web site should contact one of the following:

Alicia Turrentine (703) 767-6515
James Jenkins (703) 767-6529

- c. Quoters wishing to obtain information on sales for any given day should contact one of the following:

Patricia Harrison (703) 767-5506
Jennifer Iribarren (703) 767-5487
DNSC Contracting (703) 767-6500

- d. The Government shall not be responsible for any technical problems related to the publication of the Request for Quotes on the Internet, including, but not limited to, difficulties encountered by Contractors in attempting to access the request. Widespread access difficulties or other compromises of the quote process may provide grounds for canceling a Request for Quotes.
- e. **Note: Adobe Acrobat Reader is required to view the attachments on the web site (i.e. Basic Ordering Agreement, Quote Form.) Adobe Acrobat Reader is available to download through the Internet at www.adobe.com. There is no charge to download this program.**

C.3 Minimum Quantity (JAN 95)

The minimum quote quantity shall be a complete line item. Quotes for less than a complete line item will be considered nonresponsive and ineligible for award.

C.4 Late Submissions, and Modifications of Quotes (JUL 97)

- a. Any quote received at the office designated in the Agreement after the exact time specified for receipt of quotes will not be considered unless it is received before award is made and –
 - 1. There is acceptable evidence to establish that it was received at the activity designated for receipt of quotes and was under the Government's control prior to the time set for receipt of quotes, and the Contracting Officer determines that accepting the late quote would not unduly delay the sale; or
 - 2. It is the only quote received.

- b. Any modification to a quote, including a modification resulting from the Contracting Officer's request for confirmation, is subject to the same conditions stated in **paragraph a.** of this provision.
- c. The only acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the facsimile machine, oral testimony or statement of Government personnel.
- d. Notwithstanding **paragraph a.** of this provision, a late modification of an otherwise successful quote that makes its terms more favorable to the Government will be considered if it is received at any time prior to award and may be accepted.
- e. If an emergency or unanticipated event interrupts normal Government processes so that quotes cannot be received at the office designated for receipt of quotes by the exact time specified in the Agreement and the Government is unable to provide timely notice of an extension of the time set for receipt of quotes, the Request for Quotes for that day will be deemed cancelled.

C.5 Facsimile Submissions (JUL 97)

Facsimile quotes and modifications will be accepted any time prior to the exact time set for receipt of quotes. Facsimile withdrawals will be accepted any time before the time set for receipt of quotes. **Quoters must submit quotes to facsimile number (703) 767-5541.**

- a. Definition: "Facsimile submission," as used in this Agreement, means a written quote, modification of a quote, or withdrawal of a quote that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- b. Quoters must submit facsimile submissions as a response to this Agreement. These responses must arrive at the designated place, by the time specified in the Agreement.
- c. Facsimile submissions that fail to furnish required information, that reject any of the terms, conditions, and provision of the Agreement, 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 Quoter agrees to promptly submit the complete original signed submission.
- f. 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 Quoter to properly identify the submission;
 - 6. Illegibility of submission; or
 - 7. Security of submission data.

C.6 Consideration of Quotes (FEB 98)

- a. The Government reserves the right to –
 - 1. Reject any or all quotes;
 - 2. Waive any informalities and minor irregularities in a quote;
 - 3. Award a quantity less than the quantity quoted at the unit price quoted;
 - 4. Accept any one item or group of items in a quote, as may be in the best interest of the Government;
- b. Quoters may submit multiple quotes for multiple quantities at various unit prices and may specify a maximum quantity.

C.7 Evaluation of Quotes (JUN 99)

- a. Quotes will be evaluated on the basis of price alone.
- b. "All on none" quotes will not be accepted.
- c. To participate in sales and be considered for award, Quoters must be pre-qualified in accordance with **Section B**.

C.8 Responsiveness of Quotes (JUN 99)

- a. To be considered for award, quotes must be responsive. A responsive quotes is one that **fully complies** with the terms of the Agreement and in which the intent of the Quoter is clear on its face.
- b. A quote must clearly state the unit price (fixed price only) for each line item.
- c. Any quote that requires the Government to exercise judgement with respect to quantity or price will render the quote nonresponsive and ineligible for award. For example, failure to fill in the unit price for **each** line item on the Quote/Award Form for which a quote is submitted may render the quote(s) nonresponsive and ineligible for award.
- d. Any quote that does not include **I.1, Award/Quote Form** fully executed (filled out and signed) will be rendered nonresponsive unless:
 1. The Quoter accepts all terms and conditions of the Agreement; and
 2. Award on the quote would result in a binding contract with terms and conditions that do not vary from the terms and conditions of this Agreement.
- e. Quotes that reject, modify or add terms, conditions or provisions other than those set forth in the Agreement or Acceptance Letter shall render the quote nonresponsive and ineligible for award.

C.9 Sales Procedures (JUN 99)

- a. On any day on which DNSC intends to offer material, the Government will post the material being offered by 11:30 a.m., local time, Ft. Belvoir, Virginia. The Government will specify the location(s) from which material is being offered.
- b. All pre-qualified Quoters are invited to quote.

C.10 Tie Quote Procedures (JUN 99)

- a. In the event that quotes of an equal unit price are received for the same quantity of material, and there is insufficient quantity of material offered to satisfy the amount in both quotes, the quantity of material available will be divided equally among the quoters.
- b. In the event that quotes of an equal unit price are received for different amounts of material, and there is insufficient material to satisfy all of the quotes, the quote for the largest quantity will be awarded in full. The remaining material will be awarded in equal quantity to the remaining quoters.

C.11 Contract Award (JUL 97)

A written award or acceptance of a quote signed by the Contracting Officer and furnished to the successful Quoter(s) within 2 business days of the time set for receipt of quotes shall result in a binding contract incorporating all the terms and conditions of the Agreement unless otherwise stated in the executed **Section I.1, Quote/Award Form**.

C.12 Unsuccessful Quoters (FEB 98)

The Contract Specialist will notify unsuccessful Quoters telephonically at the earliest practicable time of the basis for non-award.

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, 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 a 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 **Section D.1, paragraph b (2)**, charged. Payment shall be accompanied by **identifying information including the contract number, invoice number (if any), and a description of the material purchased**. Payments without the required identification may be returned and shipment delayed. Payments shall be sent to:

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

- d. Invoices issued for material adjustments, for variations in quantity or weight, late fees, 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 monies 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 shipped until all delinquent charges are paid. (**See Sections F.1a. and G.11**).

D.2 Payment Due Date (JUN 99)

- a. Payment due dates will be applied as follows:
 1. If payment terms are not extended, payment will be made before shipment of material and before the end of the contract period specified in the executed **Section I.1, Quote/Award Form**.
 2. If payment terms are approved, the Contractor shall pay the Government the full amount of **each** shipment no later than 30 calendar days after receipt of current, accurate, and complete Shipping Instructions. If the Contractor fails to make prompt payment, the Government at its sole discretion, may revoke payment terms. DNSC will monitor payment terms closely.
- b. 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 late fees will accrue accordingly.
- c. In the event the payment due date falls on a Saturday, Sunday, or holiday, then the payment due date will be extended to the next Government business day.

D.3 Interest (JUN 99)

- 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 Quote/Award Form or
 2. The date of the first written demand for payment under the contract.

SECTION E – INSPECTION AND MATERIAL REMOVAL

E.1 Removal of Material (MAR 02)

- a. The removal period for RSS rubber shall be based on the quantity of material awarded and will commence on the date of contract award. The removal periods are as follows:

Long Tons (Pounds) Awarded	Removal Period
0-7,000 (15,680,000 lbs.)	180 Calendar Days
Over 7,000 (15,689,000 lbs.)	360 Calendar Days

- b. If the Contractor fails to pay for and remove the material on or before the last day of the contract removal period on this or any other contract the Contractor has with the DNSC, the Contractor will be considered delinquent and no material will be shipped under this or any other contract until payment has been received.
- c. The contract performance period includes Saturday, Sunday, and holidays. If the last day of the removal period is a Saturday, Sunday, 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 removal period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in **Section G.8, Default**.
- b. The storage charges are the greater of the following:
 - 1. \$0.005 per pound each 30 day period regardless of whether the material remains in storage for a period of 30 days or less than 30 days; or
 - 2. Commercial storage charges, if applicable.

- c. Storage charges will be invoiced on the last working day of the month. 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.8, Default**).

SECTION F –SHIPPING

F.1 Request for Shipment (JULY 97)

a. Shipment of Material

The outloading of RSS rubber will be performed at the Contractor's expense. At least ten (10) days prior to the date the shipment is required to commence, the Contractor shall furnish commercial bills of lading to the designated depot. Simultaneously, the Contractor shall complete and fax the form in **Section J.2 Shipping Instructions** to the Contracting Officer. The Government will only accept shipping instructions from those individuals designated in **Section I.6, Persons Authorized to Request Shipment of Material**, on behalf of the Contractor. **No material will be shipped under the provisions of this contract or any other contract the Contractor has with the DNSC until all outstanding delinquent charges and payments have been satisfied.**

b. "Shipping Instructions" shall include the following:

- (i) Quantity of material to be shipped;
- (ii) Name of the carrier (please include a telephone number);
- (iii) Desired shipping schedule;
- (iv) Name and telephone number of an agent who can furnish additional shipping information if needed;
- (v) Any additional information.

c. The shipping schedule shall be commensurate with existing loading facilities and allow sufficient time for the depot to reasonably meet such schedule prior to the last day of the contract removal period considering other commitments at the depot.

d. The Contractor's designee shall perform any necessary procedure(s) to ensure 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 contractor shall provide whatever materials are necessary to ensure the cargo is safely secured prior to leaving the depot. The designee shall witness the loading.

- e. The Contractor shall be responsible for removal and disposal of all dunnage material from the storage warehouse. Accumulated dunnage material represents a fire and safety hazard and shall be removed from the warehouse daily. The dunnage material will be placed in an appropriate disposal container for removal from the depot. The disposal container will be provided by, and at the expense of, the Contractor. In no case will dunnage material be stacked or piled outside the warehouse.
- f. Requests for shipment shall be for a minimum of 640,000 pounds unless a smaller quantity is all that remains.
- g. Outloading will be performed to the extent that loading facilities and other commitments will permit. Outloading will not be performed on holidays. The Government reserves the right to schedule and coordinate the outloading and determine the order in which material is outloaded.
- h. All internal combustion powered handling equipment used in closed storage areas shall be GS rated and equipped with fire extinguishers. All handling equipment used indoors shall also be equipped with overhead guard rails.
- i. The Government will not be responsible for demurrage charges. The Contractor will be responsible for demurrage charges, damage to rail tracks and switches, or any costs associated with derailment.
- j. 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.
- k. Requests for shipment shall be faxed to the attention of: Rubber Contract Specialist at (703) 767-5494.
- l. The Contractor shall pay \$100 per day if the Contractor's conveyance fails to report to an unstaffed storage location as scheduled. See Section J.1. for identification of unstaffed locations.

F.2 Assumption of Risk and Disclaimer of Liability (JAN 02)

The Contractor and its assignees 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 for any personal injury, illness, disability or death to the Contractor, Contractor's employees or any other person subject to the 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.3 Environmental Protection (JAN 95)**a. Transportation Requirements**

1. The transportation of hazardous material is governed by the 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 Agreement. Inspection may occur prior to, during, or subsequent to removal of the material from Government storage locations. The Contractor or its agency shall provide a Government representative with access and any reasonable assistance required to conduct this inspection.

b. Material Safety Data Sheets

1. Contractors are warned that unprotected exposure to hazardous substances, hazardous materials and hazardous chemicals may significantly increase the risk of health problems. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) and any other Federal, state or local laws, codes, ordinances, and regulations (including obtaining any required licenses or permits) governing exposure to, and storage, handling, transportation, and disposition of, this material.

2. Material Safety Data Sheets as required by OSHA Hazard Communication Standard – 29 CFR 1910.1200 are incorporated herein (**See Section J.4**). This data provides specific toxicity and health related data for the protection of human health and environment. Contractors 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. Contractors shall also refer to 29 CFR 1910 Occupational Safety and Health Standards, specifically section 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 Agreement in accordance with all applicable Federal, state, local and international laws and regulations in a manner safe for the public and the environment.
 2. The material offered under this Agreement 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 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.4 Adjustment for Variation in Quantity or Weight (JAN 95)

The Government reserves the right to vary the quantity or weight delivered by 10% from the quantity or weight listed in the Agreement and the Contractor agrees to accept delivery of any quantity or weight within these limits. The contract price will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity or weight actually delivered.

F.5 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.6 Weighing (JAN 95)

- a. Conveyance (truck, van or railroad car 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 actual tare weight of trucks or vans shall be used. Weighing shall be done by and at the expense of the Contractor. All weighing shall be witnessed by a government representative, with the exception of weighing on railroad scales which will be witnessed by the railroad. Weighing shall be done on the nearest railroad scale or nearest public truck scale.
- b. A Government representative shall certify the correctness of the weighing method used and that the truck scales have been inspected and certified. The Contractor will provide certified scale tickets within (10) working days after the quantity stated in the shipping instructions has been shipped, or at the end of each week's shipment, whichever is sooner.
- c. Weight certificates shall be prepared by the Government. Scale tickets shall be provided by the purchaser to the Government representative on site. Outbound Storage Reports will be issued by the Government and will be final for payment purposes.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Effective Period (JAN 95)

This Agreement shall be in effect until withdrawn by the Government or superceded by another Agreement.

G.2 Amendments and Modifications (JAN 95)

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

G.3 Title (OCT 01)

Title to the material shall pass to the Contractor upon payment or shipment of material, whichever comes first.

G.4 Risk of Loss (MAR 02)

- a. Prior to payment or shipment of material, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.
- b. After payment or shipment, all risk of loss, damage or destruction from any cause whatsoever shall be borne by the Contractor.

G.5 Limitation on Government's Liability (JAN 95)

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

G.6 Protests (JUN 99)

- a. Companies protesting any resultant sale under this Agreement may file a protest:
 1. With the Contracting Officer (**see paragraph d.1**), or
 2. With the General Accounting Office (**see paragraph e**), or
 3. Pursuant to Executive Order 12979, with the activity for a decision at a level above the Contracting Officer (**see paragraph d.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.

b. Protests Based on Alleged Improprieties in Agreement

Protests based upon alleged improprieties in an Agreement which are apparent prior to bid opening or the time set for receipt of initial quotes shall be filed prior to bid opening or the time set for receipt of initial quotes. In procurements where quotes are requested, alleged improprieties which do not exist in the initial Agreement but which are subsequently incorporated into the Agreement must be protested not later than the next closing time for receipt of quotes following the incorporation. A protest by any person concerning the terms of this Agreement shall be filed before that person submits a completed Basic Ordering Agreement package as specified in **Section B**. Protests concerning the terms of any request for quotes hereunder shall be filed prior to the time set for receipt of quotes.

c. Other Protests

Protests other than those covered by **paragraph b** of this clause shall be filed not later than 10 calendar days after the basis of protest is known or should have been known (whichever is earlier).

d. Service of Protest

1. Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

Attn: DNSC-C – (Insert name of the Contracting Officer)
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Ft. Belvoir, Virginia 22060-6223

2. Protest shall be served on the DNSC for a decision at a level above the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

Attn: DNSC-C, Director, Directorate of
Stockpile Contracts
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 3229
Ft. Belvoir, Virginia 22060-6223

- e. Receipt of Protest

A copy of the protest shall be received in the office designated below within one (1) day of filing a protest with the GAO at the following address:

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

G.7 Disputes (FEB 01)

- a. This contract is subject to the Contract Disputes Act of 1978 (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. 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 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 by written decision of the Contracting Officer.

- (2) 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 a 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 (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.8 Default (JAN 02)

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

complete. In the event that the Government does not succeed in reselling the material within 12 months, the Contract may be held liable for the full contract price. 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 price 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 removal period or the date of the termination notice, whichever is earlier.

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

G.9 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.10 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.11 Setoff of Funds (APR 96)

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.12 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, the Contractor's employees, or any person subject to the Contractor's control in connection with this 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, the Contractor's employees, or any person subject to the Contractor's control.

G.13 Covenant Against Contingent Fees (JAN 95)

- a. The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

- b. "Bona fide agency," as used in this paragraph, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- c. "Bona fide employee," as used in the paragraph, means a person, employed 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.
- 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.

SECTION H – DEFINITIONS (JUN 95)

As used throughout this Agreement, 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 Agreement, is a concern including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is Quoting on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.
- c. The terms “Quoter”, “Purchaser”, or “Contractor” may be used interchangeably.
- d. The term “Agreement” means the BOA, Acceptance Letter, Quote/Award form executed Agreement.

SECTION I – SUBMITTALS

COMPLETE AND RETURN THE FOLLOWING:

Basic Order Agreement Cover Page

I.1 Quote/Award Form (APR 02)

I.2 Commodity Bid Page (Rubber)(APR 02)

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

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

I.5 Type of Business Organization (APR 96)

I.6 Persons Authorized to Request Shipment of Material (FEB 98)

I.7 Contractor's Billing Address (JUL 96)

I.1 Quote/Award Form

I.1 Quote/Award Form

QUOTE/AWARD FORM UNDER DLA-RUBBER-002		CONTRACT NUMBER SPO833 -S-		PAGE 1 of	
FROM: _____ _____ _____		TO: DEFENSE NATIONAL STOCKPILE CENTER ATTN: RUBBER CONTRACTING OFFICER, DNSC-C1 8725 JOHN J. KINGMAN ROAD, SUITE 3229 FORT BELVOIR, VA 22060 FAX: (703) 767-5541			
DATE OF QUOTE:	PLEASE FAX QUOTE TO THE FOLLOWING NUMBER: (703) 767-5541		INVOICE/PAYMENTS TO: ATTN: DNSC-R, ACCOUNTS RECEIVABLE DEFENSE NATIONAL STOCKPILE CENTER 8725 JOHN J. KINGMAN, SUITE 3229 FORT BELVOIR, VA 22060		
This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting Officer executing this contract and the Contractor identified below. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of the Basic Ordering Agreement (BOA), DLA-RUBBER-002. In the event of a conflict between the terms of the BOA, the Acceptance Letter and the Quote/Award form, the terms of the Quote/Award Form shall govern.					
ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY (No. of Units)	UNIT	UNIT PRICE	TOTAL
CONTRACTOR QUOTE:					
Quote was prepared in accordance with I.3 and I.4 of the solicitation _____		(Quote's initials required)			
AWARD BY THE GOVERNMENT					
CONTRACT PERIOD EXPIRES ON:					
EXECUTION BY CONTRACTOR			ACCEPTANCE BY GOVERNMENT		
DATE (Day, Month, Year)			UNITED STATES OF AMERICA BY:		DATE:
NAME/SIGNATURE OF CONTRACTOR					
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS QUOTE (Type or print name and title under signature)			NAME AND TITLE OF CONTRACTING OFFICIAL		
Telephone Number: _____			Name: _____		
Facsimile Number: _____			Title: _____		

I.2 Available Ribbed Smoked Sheet Rubber (APR 02)

OFFERS SHALL BE FOR THE ENTIRE LINE ITEM, UNLESS A SMALLER QUANTITY IS ALL THAT'S AVAILABLE.

LINE ITEM	LOCATION	GRADE	QUANTITY LONG TONS		QUANTITY POUNDS OFFERED	QUANTITY OFFERED POUNDS	OFFERED UNIT PRICE	TOTAL ITEM PRICE
001	BINGHAMTON, NY	IRSS	15,761	LT	35,304,138			
002	FLAGSTAFF, AZ	1 X RSS			35,176			
	FLAGSTAFF, AZ	1 RSS			61,477,660			
	FLAGSTAFF, AZ	2 RSS	27,936	LT	62,576,696			
003	NEW HAVEN, IN	1 X RSS			65,397			
	NEW HAVEN, IN	1 RSS	2,132	LT	4,709,198			
					4,774,595			
004	SOMERVILLE, NJ	1 RSS			32,253,786			
	SOMERVILLE, NJ	3 RSS	14,403	LT	8,715			
					32,262,501			
005	TOPEKA, KS	1 RSS			6,166,783			
	TOPEKA, KS	2 RSS	2,823	LT	157,499			
					6,324,282			
006	WARREN, OH	1 RSS			19,084,173			
	WARREN, OH	2 RSS			67,374			
	WARREN, OH	3 RSS	8,581	LT	70,299			
					19,221,846			
GRAND TOTAL			71,636	LT	160,464,058			

COMPANY NAME _____

SIGNATURE _____

NAME AND TITLE _____ DATE _____

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

- a. The Contractor certifies that:
 - (1) The prices in each quote have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Quoters or competitor relating to (i) each quote, (ii) the intention to submit a quote, or (iii) the methods or factors used to calculate the price quoted;
 - (2) The prices in each quote have not been and will not be knowingly disclosed by the Quoter, directly or indirectly, to any other Quoter or competitor before contract award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Quoter to induce any other concern to submit or not to submit a quote for purposes of restricting competition.

- b. Each signature on the quote is considered to be a certification by the signatory that the signatory:
 - (1) Is the person in the Quoter's organization responsible for determining the prices being quoted, and that the signatory has not participated and will not participate in any action contrary to subparagraph a.(1) through a.(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent;

(ii) As an authorized agent, does certify that the principals have not participated, and will not participate, in any action contrary to **subparagraphs a.(1) through a.(3)** above.

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

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

- a. (1) The Contractor certifies, to the best of its knowledge and belief, that –
 - (i) The Contractor and/or any of its Principals –
 - (A) Is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgement 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 Quotes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statement, or receiving stolen property; and
 - (C) Is not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in **subdivision a.(i)(i)(B)** of this provision.
 - (D) Is not presently indicted for or otherwise criminally or civilly charged by a Federal, State or local entity with violation of any environmental laws;
 - (E) Is not within the three-year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for violation of a Federal, State or local environmental statute or regulation.
 - (ii) The Contractor has not, within a three-year period preceding this Agreement, 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 any of the statements in **a.(1)** above are not true at the time the Quoter

submits the documents required under **Section B.** for pre-qualification, the Quoter shall include with those documents an explanation of the circumstances, including the outcome.

- (4) If any of the circumstances change, the Quoter shall notify the Government in writing, of the event that gave rise to the changed circumstances. The Quoter shall provide this notification within five business days of the event causing the change or with the submission of its next Quote, whichever comes first.

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 Contractor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Contractor 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 Agreement. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Contracting officer may render the Contractor 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 Contractor 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 Contractor 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 Agreement for default.

I.5 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.6 Persons Authorized to Request Shipment of Material (JUL 95)

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

Typed Name

Title

Signature

Telephone

Typed Name

Title

Signature

Telephone

Typed Name

Title

Signature

Telephone

I.7 Contractor's Billing Address (JUL 96)

The Contractor shall provide its billing address and billing facsimile number below, if different from the address in **Section I.1, Quote/Award Form**.

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SECTION J – LIST OF ATTACHMENTS

J.1 Location of Material (APR 02)

J.2 Shipping Instructions (JAN 95)

J.3 Material Safety Data Sheets

J.4 Fedwire Procedures (JAN 95)

J.5 Purchase Specification (APR 02)

J.1 Location of Material (APR 02)

Points of Contact:

Flagstaff, AZ.

Mr. Leonard Dillon, Depot Manager
DNSC Clearfield Depot
Freeport Station Bldg. D-5
Clearfield, UT 84016
Telephone: (801) 825-2749
Facsimile: (801) 825-2967

Binghamton, N. Y.

Mr. William Guiton, Depot Manager
Mr. Clifford Jones, Storage Specialist
DNSC Binghamton Depot
Hoyt Avenue
Binghamton, NY 13901-1699
Telephone: (607) 773-2602
Facsimile: (607) 773-2722

Topeka, KS

Mr. John Olszewski, Depot Manager
DNSC Hammond Depot
3200 Sheffield Avenue
Hammond, IN 46327-1003
Telephone: (219) 937-5383 Ext. 104
Facsimile: (219) 937-5284

New Haven, IN

Mr. John Olszewski, Depot Manager
Phone: (219) 937-5383 Ext 104
Ms Lois Huddleston, Storage Specialist
DNSC New Haven Depot
15411 Dawkins Road
New Haven, IN 46744-9644
Telephone: (260) 749-9544
Facsimile: (260-749-8467

Somerville, NJ

Mr. James Farley, Depot Manager
Ms. Anna Marie Ruggeri, Storage Specialist
Mr. David Miller, Storage Specialist
DNSC Somerville Depot
152 U. S. Highway 206 South
Hillsborough, NJ 08844-4135
Telephone: (908) 725-6400
Facsimile: (908) 707-4350

Warren, OH

Mr. John Pittano, Depot Manager
Ms Sally Tryon, Storage Specialist
Mr. Leon Morrison, Storage Specialist
DNSC Warren Depot
Pine Street Extension
Warren OH 4482-999
Telephone: (330) 62-1456
Facsimile: (330) 652-5167

Mr. Robert Clark
DNSC-OL/Operations & Logistics Division
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, Virginia 22060-6223
Telephone: (703) 767-7614
Facsimile: (703) 767-7608

J.1 Location of Material (Continued)(APR 02)

<u>Depot</u>	<u>Shipping Hours</u>	<u>Days</u>	<u>Available Transportation</u>
Binghamton, NY	0700 - 1430 0800 - 1430	Monday - Thursday Friday	Truck / Rail

Note 1: Rail not accessible to warehouse # 14.

Flagstaff, AZ*	0700 - 1500	Monday - Friday	Truck / Rail
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Note 1: Flagstaff, AZ is an **un-staffed** location, prior arrangements required before material can be shipped.

Note 2: Depot responsible for shipments from Flagstaff, AZ is Clearfield, UT.

New Haven, IN	0730 - 1500	Monday - Friday	Truck / Rail
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Somerville, NJ	0700 - 1430	Monday - Friday	Truck / Rail
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Topeka, KS*	0700 - 1630	Monday – Friday	Truck Only
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Note 1: Topeka, KS is an **un-staffed** location, prior arrangements required before material can be shipped.

Note 2: Depot responsible for shipments from Topeka, KS is Hammond, IN.

Warren, OH	0730 - 1430	Monday - Friday	Truck / Rail
-------------------	--------------------	------------------------	---------------------

Please contact the Depot Manager before attempting to gain access to the depot.

Note * Asterisk represent un-staffed depot sites.

J.2 Shipping Instructions (JAN 95)

1. a. Company Name: _____

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

2. a. DNSC Contract No.: SP0833-_____ b. Commodity: _____

3. Item: _____

4. Depot: _____

5. a. Quantity: _____ b. Unit Price: \$ _____

c. Total Value: \$ _____

6. Shipping Method: _____

7. a. Carrier Name: _____

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

8. Date Shipment Desired: _____

9. Ship To: _____

10. Remarks: _____

11. Authorized Personnel to Request Shipment of Material:

Name (Printed)

Signature

Date

SECTION 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: NATURAL RUBBER

TRADE NAMES/SYNONYMS:
NAFKA KRISTALGOM; CAOUTCHOUC; GUM NAFKACRYSTAL; NAFKA; NAFKA CRYSTAL GUM;
RUBBER; RUBBER, NATURAL; DLA26715; RTECS VL8020000

CREATION DATE: Jul 01 1992
REVISION DATE: Dec 11 2001

SECTION 2 COMPOSITION, INFORMATION ON INGREDIENTS

COMPONENT: NATURAL RUBBER
CAS NUMBER: 9006-04-6
EC NUMBER (EINECS): 232-689-0
PERCENTAGE: 100

SECTION 3 HAZARDS IDENTIFICATION

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

EMERGENCY OVERVIEW:
PHYSICAL DESCRIPTION: Colorless to yellow, thin, transparent, elastic,
amorphous layers which are odorless and tasteless.
MAJOR HEALTH HAZARDS: No significant target effects reported.

POTENTIAL HEALTH EFFECTS:

INHALATION:

SHORT TERM EXPOSURE: irritation
LONG TERM EXPOSURE: no information is available

SKIN CONTACT:

SHORT TERM EXPOSURE: no information is available
LONG TERM EXPOSURE: no information is available

EYE CONTACT:

SHORT TERM EXPOSURE: irritation
LONG TERM EXPOSURE: no information is available

INGESTION:

SHORT TERM EXPOSURE: vomiting, digestive disorders
LONG TERM EXPOSURE: no information on significant adverse effects

CARCINOGEN STATUS:

OSHA: No

NTP: No
IARC: No

SECTION 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.

SECTION 5 FIRE FIGHTING MEASURES

FIRE AND EXPLOSION HAZARDS: Slight fire hazard.

EXTINGUISHING MEDIA: regular dry chemical, carbon dioxide, water, regular foam

Large fires: Use regular foam or flood with fine water spray.

FIRE FIGHTING: Move container from fire area if it can be done without risk. Do not scatter spilled material with high-pressure water streams. Dike for later disposal. Use extinguishing agents appropriate for surrounding fire. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

SECTION 6 ACCIDENTAL RELEASE MEASURES

OCCUPATIONAL RELEASE:
Collect spilled material in appropriate container for disposal. Keep out of water supplies and sewers. Keep unnecessary people away, isolate hazard area and deny entry.

SECTION 7 HANDLING AND STORAGE

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

SECTION 8 EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS:

NATURAL RUBBER:

No occupational exposure limits established.

VENTILATION: Provide local exhaust ventilation system. Ventilation equipment should be explosion-resistant if explosive concentrations of material are present. Ensure compliance with applicable exposure limits.

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

CLOTHING: Wear appropriate chemical resistant clothing.

GLOVES: Wear appropriate chemical resistant gloves.

RESPIRATOR: Under conditions of frequent use or heavy exposure, respiratory protection may be needed. Respiratory protection is ranked in order from minimum to maximum. Consider warning properties before use.

Any dust, mist, and fume respirator.

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

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

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

For Unknown Concentrations or Immediately Dangerous to Life or Health -

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

Any self-contained breathing apparatus with a full facepiece.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL DESCRIPTION: Colorless to yellow, thin, transparent, elastic, amorphous layers which are odorless and tasteless.

MOLECULAR FORMULA: (C5-H8)X

BOILING POINT: Not applicable

MELTING POINT: Not available

DECOMPOSITION POINT: 248 F (120 C)

VAPOR PRESSURE: Not applicable

VAPOR DENSITY: Not applicable

SPECIFIC GRAVITY (water=1): 0.92

WATER SOLUBILITY: insoluble

PH: Not applicable

VOLATILITY: Not applicable

ODOR THRESHOLD: Not available

EVAPORATION RATE: Not applicable

COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available

SOLVENT SOLUBILITY:

Soluble: carbon disulfide, absolute ether, chloroform, fixed & volatile oils, petroleum ether, benzene, oil of turpentine

Insoluble: alcohol, dilute acids, dilute alkali

SECTION 10 STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure.

INCOMPATIBILITIES: oxidizing materials, halogens, metals

NATURAL RUBBER:

CHLORINE: Rubber will burn in chlorine.
CHLORINE TRIFLUORIDE: Violent reaction.
IODINE MONOCHLORIDE: Vigorous reaction.
LITHIUM: Molten lithium will attack rubber.

HAZARDOUS DECOMPOSITION:

Thermal decomposition products: oxides of carbon

POLYMERIZATION: Will not polymerize.

SECTION 11 TOXICOLOGICAL INFORMATION

NATURAL RUBBER:

CARCINOGEN STATUS: Specific rubber compounds have not been evaluated by IARC. However, occupational exposure in the rubber industry has been evaluated by IARC as Group 1 (Human Sufficient Evidence, Animal Inadequate Evidence). An excess of various cancers has been reported for workers in the rubber industry.

MUTAGENIC DATA:

mutation in microorganisms - Salmonella typhimurium 100 mg/plate (-S9)

HEALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE:

NATURAL RUBBER: Rubber particles may cause irritation by mechanical friction of the mucous membranes.

CHRONIC EXPOSURE:

NATURAL RUBBER: No data available.

SKIN CONTACT:

ACUTE EXPOSURE:

NATURAL RUBBER: No data available.

CHRONIC EXPOSURE:

NATURAL RUBBER: No data available.

EYE CONTACT:

ACUTE EXPOSURE:

NATURAL RUBBER: Rubber particles may cause irritation by mechanical friction with the eye.

CHRONIC EXPOSURE:

NATURAL RUBBER: No data available.

INGESTION:

ACUTE EXPOSURE:

NATURAL RUBBER: Ingestion of large quantities may cause mild gastrointestinal disturbances such as vomiting and diarrhea due to the bulk of the material.

CHRONIC EXPOSURE:

NATURAL RUBBER: Natural rubber is recognized by the FDA as an approved component of chewing gum base. No reports of systemic toxicity have been reported in this use.

SECTION 12 ECOLOGICAL INFORMATION

Not available

SECTION 13 DISPOSAL CONSIDERATIONS

Dispose in accordance with all applicable regulations.

SECTION 14 TRANSPORT INFORMATION

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

CANADIAN TRANSPORTATION OF DANGEROUS GOODS: No classification assigned.

LAND TRANSPORT ADR/RID: No classification assigned.

AIR TRANSPORT IATA/ICAO: No classification assigned.

MARITIME TRANSPORT IMDG: No classification assigned.

SECTION 15 REGULATORY INFORMATION

U.S. REGULATIONS:

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

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

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

SARA TITLE III SARA SECTIONS 311/312 HAZARDOUS CATEGORIES (40 CFR 370.21):
ACUTE: No
CHRONIC: No
FIRE: No

REACTIVE: No

SUDDEN RELEASE: No

SARA TITLE III SECTION 313 (40 CFR 372.65): Not regulated.

OSHA PROCESS SAFETY (29CFR1910.119): Not regulated.

STATE REGULATIONS:

California Proposition 65: Not regulated.

CANADIAN REGULATIONS:

WHMIS CLASSIFICATION: Not determined.

EUROPEAN REGULATIONS:

EC CLASSIFICATION (CALCULATED): Not determined.

NATIONAL INVENTORY STATUS:

U.S. INVENTORY (TSCA): Not listed on inventory.

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

SECTION 16 OTHER INFORMATION

MSDS SUMMARY OF CHANGES

SECTION 5 FIRE FIGHTING MEASURES

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

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J.4 Fedwire Procedures(JAN 95)

The Sender should use a bank that quotes 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.

NATIONAL STOCKPILE
PURCHASE SPECIFICATION

P-48a-R5
10/19/77
(Supersedes
P-48a-R4
7/27/60)

Published by
U. S. Department of Commerce

With Approval of
Federal Preparedness Agency
General Services Administration

RUBBER - CRUDE NATURAL

I. DESCRIPTION

These specifications cover the following grades of crude natural rubber.

- No. 1 RSS - Standard Quality Ribbed Smoked Sheets
- No. 2 RSS - Good Fair Average Quality Ribbed Smoked Sheets
- No. 3 RSS - Fair Average Quality Ribbed Smoked Sheets

II. QUALITY REQUIREMENTS

All crude natural rubber purchased under these specifications shall conform to the requirements of the International Rubber Quality and Packing Conferences and the Rubber Manufacturers Association, Inc. as to type and quality described in the pamphlet "International Standards of Quality and Packing for Natural Rubber Grades" ("The Green Book") published by the Rubber Manufacturers Association, Inc., latest revision.

In making the grades of ribbed smoked sheets listed in section I, nothing but coagulated rubber sheets, properly dried and smoked, shall be used. Strict adherence to the standards of each type and grade of crude natural rubber shall be observed.

III. PACKAGING, MARKING, IDENTIFICATION AND SHIPPING

A. Packaging:

All crude natural rubber of the types and grades specified in these specifications shall be packed in bales normally weighing 250 pounds in accordance with the instructions in the Rubber Manufacturers Association, Inc., pamphlet "International Standards of Quality and Packing for Natural Rubber Grades" ("The Green Book"), latest revision.

B. Marking:

Each bale of crude natural rubber shall be marked in accordance with the instructions in the Rubber Manufacturers Association, Inc. pamphlet "International Standards of Quality and Packing for Natural Rubber Grades" ("The Green Book"), latest revision.

In addition to the above, all bales will be remarked at the point of entry with the General Services Administration contract number (countermark number).

C. Identification:

Appropriate shipping documents and weight certificates, written in English, shall accompany each shipment. In addition, the countermark number appearing on each bale will appear on the shipping documents and weight certificates.

D. Shipping:

All bales of crude natural rubber shall be loaded, braced and blocked in the carrier's closed conveyance in compliance with applicable rules and regulations set forth in the carrier's classifications and other tariffs. For rail shipments, the applicable rules and regulations published by the Association of American Railroads (AAR), such as Pamphlet No. 14 and Circular 42, latest revision, shall be followed.

In addition, all carriers' equipment selected for loading shall be clean and free from stains, rust, dirt, oils, grease, residues of copper and manganese ore, and loose or protruding nails or other foreign objects. Equipment must have sound roofs, smooth floors, sides and end walls, and tight-fitting doors.

IV. SAMPLING, INSPECTION AND TESTING

Each lot of crude natural rubber shall be subject to sampling, inspection, and testing by the recipient Government agency or its designee.

v. WEIGHING

Rubber purchased by the Government will be tendered on the basis of a ten percent (10%) test net or one hundred percent (100%) gross weight basis, Government option; except that if tendered on a ten percent (10%) test net basis, and the bales or packages so weighed vary in weight from each other more than one percent(1%), the net weight of the rubber purchased by the Government shall be determined by one hundred percent (100%) gross weighing and at least ten percent (10%) test taring. All weighing shall be performed by certified public (rubber) weighers, unless the contractor and the Government mutually agree that weighing by other than public (rubber) weighers is acceptable.