



DEFENSE LOGISTICS AGENCY  
DEFENSE NATIONAL STOCKPILE CENTER  
8725 JOHN J. KINGMAN ROAD, SUITE 3229  
FT. BELVOIR, VIRGINIA 22060-6223

IN REPLY  
REFER TO: DNSC-CC

May 8, 2009

Dear Prospective Quebracho Customer:

On Thursday, May 21, 2009, the Defense Logistics Agency, Defense National Stockpile Center (DNSC) will open and consider offers for the sale of approximately 8,246,479 pounds of quebracho vegetable tannin extract under Solicitation of Offers DLA-QUEBRACHO-001. Offers are to be addressed as follows:

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

Offers may be submitted by mail, commercial delivery service, hand delivery, or facsimile to the above address or facsimile number.

The solicitation is in the negotiated format, and your attention is directed particularly to the provisions of Sections B.1 Submittals (MAY 09); B.5 Proposed Removal Schedule (MAY 09); D.1 Payment (MAY 09); and E.1 Removal of Material (MAY 09). Offerors must submit the documentation requested in Section B.1 as part of their offers. Offerors are advised that *all* payments made on any contracts awarded under Solicitation DLA-QUEBRACHO-001 must be by wire transfer or international wire transfer only. Check payments will no longer be accepted.

Your interest in DNSC's quebracho sales program is appreciated. If you have any questions, please contact the undersigned by telephone at (703) 767-5496, or by email at: [donald.nusbaum@dla.mil](mailto:donald.nusbaum@dla.mil).

Sincerely,

/s/

DONALD NUSBAUM  
Contract Specialist

*Issue Date: May 8, 2009*

# **DLA – QUEBRACHO - 001**

## **SOLICITATION OF OFFERS**

### **FOR VEGETABLE TANNIN EXTRACTS, QUEBRACHO**



## **DEFENSE NATIONAL STOCKPILE CENTER**

**8725 John J. Kingman Road  
Suite 3229  
Fort Belvoir, Virginia 22060-6223**

**Telephone (703) 767-6500**  
<https://www.dnsc.dla.mil>

**TABLE OF CONTENTS**

<b>SECTION A – SOLICITATION.....</b>	<b>4</b>
<b>A.1 INTRODUCTION (MAY 09) .....</b>	<b>4</b>
<b>A.2 DESCRIPTION (MAY 09).....</b>	<b>4</b>
<b>A.3 FINANCIAL EXPOSURE LIMIT (JUL 06) .....</b>	<b>4</b>
<b>A.4 FOREIGN TRADE STATISTICS REGULATIONS (MAR 02).....</b>	<b>5</b>
<b>A.5 WOOD PACKAGING MATERIALS REQUIREMENTS (JUN 06) .....</b>	<b>6</b>
<b>SECTION B –PREPARATION AND SUBMISSION OF OFFERS.....</b>	<b>7</b>
<b>B.1 SUBMITTALS (MAY 09) .....</b>	<b>7</b>
<b>B.2 GENERAL INFORMATION (MAY 09) .....</b>	<b>7</b>
<b>B.3 MINIMUM QUANTITY (JAN 95).....</b>	<b>8</b>
<b>B.4 OFFER UNIT PRICE (MAY 09) .....</b>	<b>8</b>
<b>B.5 PROPOSED REMOVAL SCHEDULE (MAY 09).....</b>	<b>8</b>
<b>B.6 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF OFFERS (MAY 09) .....</b>	<b>9</b>
<b>B.7 FACSIMILE SUBMISSIONS (JUL 97).....</b>	<b>10</b>
<b>B.8 CONSIDERATION OF OFFERS (MAY 09) .....</b>	<b>11</b>
<b>B.9 EVALUATION OF OFFERS (MAY 09) .....</b>	<b>11</b>
<b>B.10 NEGOTIATION PROCEDURES (MAY 09) .....</b>	<b>12</b>
<b>B.11 DISCLOSURE OF INFORMATION (AUG 04).....</b>	<b>13</b>
<b>B.12 RESPONSIBILITY DETERMINATION (MAY 09) .....</b>	<b>13</b>
<b>B.13 CONTRACT AWARD (MAY 09).....</b>	<b>14</b>
<b>SECTION C – INSPECTION (MAY 09) .....</b>	<b>15</b>
<b>SECTION D – PAYMENT .....</b>	<b>16</b>
<b>D.1 PAYMENT (MAY 09).....</b>	<b>16</b>
<b>D.2 PAYMENT DUE DATE (OCT 05) .....</b>	<b>16</b>
<b>D.3 INTEREST (MAY 04).....</b>	<b>17</b>
<b>D.4 PENALTY AND ADMINISTRATIVE CHARGES (MAY 04).....</b>	<b>17</b>
<b>SECTION E – MATERIAL REMOVAL.....</b>	<b>18</b>
<b>E.1 REMOVAL OF MATERIAL (MAY 09).....</b>	<b>18</b>
<b>E.2 STORAGE CHARGES (JUL 97) .....</b>	<b>18</b>
<b>SECTION F – SHIPPING.....</b>	<b>20</b>
<b>F.1 REQUEST FOR SHIPMENT (MAY 09).....</b>	<b>20</b>
<b>F.2 INSURANCE REQUIREMENTS (DEC 07).....</b>	<b>21</b>
<b>F.3 WEIGHING (MAY 09).....</b>	<b>22</b>
<b>F.4 WEIGHT DISCREPANCY (JAN 95) .....</b>	<b>22</b>
<b>F.5 ASSUMPTION OF RISK AND DISCLAIMER OF LIABILITY (JAN 02) .....</b>	<b>23</b>
<b>F.6 ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT (JAN 95).....</b>	<b>23</b>
<b>F.7 ENVIRONMENTAL POLICY (MAY 09) .....</b>	<b>23</b>
<b>F.8 ENVIRONMENTAL PROTECTION (JUN 95).....</b>	<b>23</b>
<b>SECTION G – CONTRACT ADMINISTRATION DATA .....</b>	<b>26</b>
<b>G.1 AMENDMENTS AND MODIFICATIONS (JAN 95) .....</b>	<b>26</b>
<b>G.2 TITLE (JUL 02).....</b>	<b>26</b>
<b>G.3 RISK OF LOSS (JUL 02) .....</b>	<b>26</b>
<b>G.4 LIMITATION ON GOVERNMENT’S LIABILITY (JAN 95).....</b>	<b>26</b>
<b>G.5 AGENCY PROTESTS (MAY 09).....</b>	<b>27</b>
<b>G.6 DISPUTES (FEB 03).....</b>	<b>28</b>

<b>G.7</b>	<b>DEFAULT (DEC 07)</b> .....	<b>30</b>
<b>G.8</b>	<b>APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (JUL 06)</b> .....	<b>31</b>
<b>G.9</b>	<b>BANKRUPTCY (JAN 07)</b> .....	<b>31</b>
<b>G.10</b>	<b>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DEC 97)</b> .....	<b>31</b>
<b>G.11</b>	<b>EXCUSABLE DELAYS (DEC 07)</b> .....	<b>31</b>
<b>G.12</b>	<b>SETOFF OF FUNDS (MAY 04)</b> .....	<b>32</b>
<b>G.13</b>	<b>INDEMNIFICATION AGREEMENT (JAN 02)</b> .....	<b>32</b>
<b>G.14</b>	<b>COVENANT AGAINST CONTINGENT FEES (JAN 95)</b> .....	<b>33</b>
<b>SECTION H – DEFINITIONS (MAY 09)</b> .....		<b>34</b>
<b>SECTION I – SUBMITTALS</b> .....		<b>35</b>
<b>I.1</b>	<b>SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT (MAY 09)</b> .....	<b>36</b>
<b>I.2</b>	<b>ITEM OFFER PAGE – DLA-QUEBRACHO-001 (MAY 09)</b> .....	<b>37</b>
<b>I.3</b>	<b>PROPOSED REMOVAL SCHEDULE (MAY 09)</b> .....	<b>38</b>
<b>I.4</b>	<b>CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (JAN 02)</b> .....	<b>39</b>
<b>I.5</b>	<b>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FEB 07)</b> .....	<b>40</b>
<b>I.6</b>	<b>AUTHORIZED NEGOTIATORS (JUN 95)</b> .....	<b>41</b>
<b>I.7</b>	<b>TYPE OF BUSINESS ORGANIZATION (APR 96)</b> .....	<b>42</b>
<b>I.8</b>	<b>PERSONS AUTHORIZED TO REQUEST SHIPMENT OF MATERIAL (MAY 09)</b> .....	<b>42</b>
<b>I.9</b>	<b>CONTRACTOR’S BILLING ADDRESS (JAN 07)</b> .....	<b>43</b>
<b>I.10</b>	<b>DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUL 06)</b> .....	<b>43</b>
<b>SECTION J – LIST OF ATTACHMENTS</b> .....		<b>44</b>
<b>J.1</b>	<b>STORAGE LOCATIONS</b> .....	<b>45</b>
<b>J.2</b>	<b>SHIPPING INSTRUCTIONS (JAN 95)</b> .....	<b>46</b>
<b>J.3</b>	<b>MATERIAL SAFETY DATA SHEETS – QUEBRACHO (DEC 08)</b> .....	<b>47</b>
<b>J.4</b>	<b>FEDWIRE AND INTERNATIONAL WIRE TRANSFER PROCEDURES (OCT 08)</b> .....	<b>54</b>

## **SECTION A – SOLICITATION**

### **A.1 Introduction (MAY 09)**

- a.** The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC), is soliciting offers in Fiscal Year 2009 for the sale of approximately **8,246,479 pounds** of quebracho vegetable tannin extract. The offering will be held at **2:00 p.m.**, local time, Fort Belvoir, VA, on **Thursday, May 21, 2009**. Offers must be received at the address in Section **B.2.a.** by 2:00 p.m., local time, Fort Belvoir, VA. In the event that DNSC is closed at that time, offers for that day will be received at 2:00 p.m., local time, Fort Belvoir, VA, on the next DNSC business day.
- b.** Delivery is F.O.B. carrier's conveyance. The Government will assist with outloading. (See Section **F.1.d.**)

### **A.2 Description (MAY 09)**

- a.** The quebracho vegetable tannin extract is located at the DNSC Depots in Scotia, New York and Warren, Ohio. The quebracho is in solid form and is packaged in burlap, cotton, or heavy paper bags. Overbagging of some material has been necessary due to bags being broken during handling and/or because of deterioration due to prolonged storage of material. The quebracho is stored in the bags on wooden pallets. DNSC records indicate that the quebracho originated in either Argentina or Paraguay.
- b.** A listing of the items offered for sale is provided in Section **I.2** of the solicitation. Government information indicates that the material conforms to the data provided in Sections **A.2** and **I.2**; however, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose.

### **A.3 Financial Exposure Limit (JUL 06)**

- a.** The Defense National Stockpile Center (DNSC) will establish a financial exposure limit (maximum level of business the DNSC intends to allow) for each Offeror. The financial exposure limit shall be determined based upon the following:
  - (1) Financial Position of the Offeror
  - (2) Past Performance
  - (3) References (Suppliers, Financial Institutions)
  - (4) Credit Reports

- b.** If the Contractor reaches its financial exposure limit, DNSC, solely at its discretion, may determine to make no subsequent awards to the firm until such time as the Contractor satisfactorily performs existing contracts or the DNSC increases the exposure limit.
- c.** All contracts awarded to a Contractor by DNSC will be applied against the Contractor's financial exposure limit.
- d.** DNSC may decide to make an award to a Offeror without the prior establishment of a financial exposure limit *only if* the Contracting Officer determines that the award is in the best interest of the Government and that waiting for the establishment of the financial exposure limit would unduly delay the sale.

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

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

#### **A.5 Wood Packaging Materials Requirements (JUN 06)**

Wood packaging materials utilized in the storage and shipment of National Defense Stockpile materials, including, but not limited to, pallets, boxes, kegs, and dunnage lumber, do not meet the requirements of U.S. Department of Agriculture Regulations at 7 CFR 319.40 or International Standards for Phytosanitary Measures (ISPM) 15, “Guidelines for Regulating Wood Packaging Materials in International Trade.” Stockpile wood packaging materials have not been heat treated or fumigated with methyl bromide and are not marked to indicate that they meet the requirements of these regulations and standards. As a result, it may not be possible to export or import these wood packaging materials.

**END OF SECTION A**

## **SECTION B –PREPARATION AND SUBMISSION OF OFFERS**

### **B.1 Submittals (MAY 09)**

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

- a. Section I.1 Sale of Government Property Negotiated Sales Contract (MAY 09)** with the section entitled “Execution by Contractor” completed.
- b. Section I.2, Item Offer Page – DLA-QUEBRACHO-001 (MAY 09)** with the (1) offer quantity column; (2) unit price per pound column (3) total offer price column; (4) company name; (5) name and title of person authorized to sign the offer; (6) signature and (7) date blocks completed.
- c. Section I.3, Proposed Removal Schedule (MAY 09).** See Section **B.5**.
- d. Section I.4, Certificate of Independent Price Determination (JAN 02).**
- e. Section I.5, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (FEB 07).**
- f. Representations, Certifications and Identifications at Section I.6 through I.10.**
- g.** Copies of the most recent income statement, balance sheet, and list of credit references for the company and any other documentation that will verify the financial level of business transactions. DNSC may require the Contractor to submit updated information at any time.
- h.** Any other terms the Offeror wishes to negotiate. (See Section **B.8.c**.)

### **B.2 General Information (MAY 09)**

- a.** Offers and modifications to offers may be submitted by facsimile in accordance with Section **B.7**. Offers and modifications may also be submitted by commercial delivery service, mail or hand delivered enclosed in a sealed envelope and addressed to:

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

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

SOLICITATION OF OFFERS  
DLA-QUEBRACHO-001

- b. The Offeror agrees, if its offer is accepted by the Government within **twenty (20)** working days from the date specified in the Solicitation for receipt of offers, to purchase any or all material on which offers are made at the price offered and to take delivery of the material within the time specified in the executed **Section I.1 Sale of Government Property Negotiated Sales Contract**.
- c. Unless a designation of agent is on file at DNSC, an Offeror submitting an offer as agent for another party shall submit written proof, either prior to or with the offer, that it is authorized to act as agent and shall tender the offer in the name of the principal.

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

With the exception of Item 25 at the Scotia, New York Depot, the minimum offer quantity shall be for 40,000 pounds (20 short tons) for any line item, unless a smaller quantity is all that is available for the item. If a quantity less than 40,000 pounds (20 short tons) is all that is available for an item, then the offer must be for the complete line item. For Item 25 at Scotia, New York, the minimum offer shall be for the entire line item. An offer for less than the minimum quantity for any item may render the Offeror ineligible for award.

**B.4 Offer Unit Price (MAY 09)**

Offers shall be expressed as a fixed U.S. dollar and cent value per pound of quebracho.

**B.5 Proposed Removal Schedule (MAY 09)**

The Offeror shall submit Section **I.3 Proposed Removal Schedule (MAY 09)** as part of its offer. At a minimum the Offeror must propose a schedule which results in the removal of material as follows (see also Section **E.1**):

<u>Award Quantity</u> <u>(Pounds)</u>	<u>Removal Schedule</u> <u>(Calendar Days)</u>	<u>Minimum Requirement</u>
Up to 2,000,000	90	100% in 90 calendar days
2,000,001 to 2,800,000	120	50% every 60 calendar days
2,800,001 to 4,000,000	180	33 1/3% every 60 calendar days
4,000,001 to 6,000,000	270	33 1/3% every 90 calendar days
6,000,001 and above	360	25% every 90 calendar days

The Government will not accept a Proposed Removal Schedule which does not meet the minimum requirement.

**B.6 Late Submissions, Modifications, and Withdrawals of Offers (MAY 09)**

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

- e. Offers may be withdrawn by written notice at any time before award. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award. Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.
- f. Offerors may submit modifications to their offer at any time before closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- g. The Contracting Officer must promptly notify any offeror if its offer, modification, or revision was received late, and must inform the offeror whether its offer will be considered, unless contract award is imminent.

#### **B.7 Facsimile Submissions (JUL 97)**

Facsimile offers and modifications will be accepted any time prior to the exact time set for receipt of offers. Facsimile withdrawals will be accepted any time before award.

**Offerors must use the facsimile number: (703) 767-5541.**

- a. Definition: “Facsimile submission,” as used in this Solicitation, means an offer, modification of an offer, or withdrawal of an offer that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- b. Offerors may submit facsimile submissions as responses to this Solicitation. These responses must arrive at the place, and by the time, specified in the Solicitation.
- c. Facsimile submissions that fail to furnish required representations or information, that reject any of the terms, conditions, and provisions of the Solicitation, that contain garbled information, or are otherwise incomplete, may be excluded from consideration.
- d. Facsimile submissions must contain the required signatures.
- e. The Government reserves the right to make award solely on the facsimile submission. However, if requested to do so by the Contracting Officer, the apparently successful Offeror agrees to promptly submit the complete original signed submission.
- f. If the Offeror chooses to transmit a facsimile submission, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile submission including, but not limited to, the following:
  - (1) Receipt of garbled or incomplete submission.

- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of submission.
- (5) Failure of the Offeror to properly identify the submission.
- (6) Illegibility of submission.
- (7) Security of submission data.

**B.8 Consideration of Offers (MAY 09)**

- a. The Government reserves the right to --
  - (1) Reject any or all offers;
  - (2) Waive any informalities and minor irregularities in an offer;
  - (3) Award a quantity less than the quantity offered on at the unit price offered; and
  - (4) Accept any one item or group of items in an offer, as may be in the best interest of the Government.
- b. Offerors may submit multiple offers at various unit prices and may specify a minimum or maximum quantity.
- c. The Government may request specific documentation to support the offer submitted. Failure to provide the documentation, if requested, may result in the Offeror being determined to be ineligible for award.

**B.9 Evaluation of Offers (MAY 09)**

- a. General - The evaluation factors are listed below in descending order of importance:
  - (1) Unit price.
  - (2) Removal schedule.
- b. To be considered, offers must meet the following minimum requirements:
  - (1) Submission of the information requested in Section **B.1.**; and
  - (2) Submission of a removal schedule which meets or exceeds the provisions of Sections **B.5** and **E.1.**

## **B.10 Negotiation Procedures (MAY 09)**

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

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

- a. Competitive Range** – The competitive range shall be determined on the basis of price and other factors that are stated in the solicitation and will include all offers which comply with Section **B.9.b.** that have a reasonable chance of being selected for award. Offers not included in the competitive range will not be given further consideration.
- b. Negotiations/Discussions** – Only Offerors within the competitive range will be contacted to schedule the day and time for discussions to be conducted. Negotiations will be conducted only with the company official signing Section **I.1 Sale of Government Property Negotiated Sales Contract (MAY 09)** or a specifically authorized individual identified in Section **I.6 Authorized Negotiators (JUN 95)**. The content and extent of the discussions is a matter of the Contracting Officer's judgment, based on the particular facts of the sale and each Offeror's initial offer.
- c. Discussion Session** – Only one discussion session per Offeror is intended. In order to facilitate meaningful discussions, Offerors should:
  - (1) Be prepared to discuss:
    - (i) All prices and terms included in the initial offer;
    - (ii) Supporting documentation and justification for the derivation of prices offered and other terms the Offeror wishes to negotiate; and
    - (iii) Removal schedule
  - (2) Arrange to have appropriate support personnel present during discussions, i.e., Purchasing, Marketing, etc.
- d. Best and Final Offer Requests** - At the conclusion of discussions, all Offerors with which discussions were conducted will be requested to submit a best and final offer (BAFO). Oral requests for the best and final offer will be confirmed in writing. Each individual BAFO request will include the following:

- (1) Notice that discussions are concluded;
  - (2) Time and date by which the BAFO must be submitted;
  - (3) Notice that BAFOs are subject to Section **B.6 Late Submissions, Modifications, and Withdrawals of Offers (MAY 09)**;
  - (4) A record of negotiated issues and understandings between the Government and the Offeror (as applicable);
  - (5) A list of remaining questions/deficiencies (if any);
  - (6) A caution to Offerors to provide supporting documentation for any changes to their prior offers as revised during discussions; and
  - (7) Notice that the Government intends to evaluate best and final offers and award a contract without further discussions.
- e. Best and Final Offer Responses** – The BAFO should strictly conform to the best and final offer request. If the Offeror does not submit a BAFO, the initial offer will be considered as the best and final offer. Changes that are not fully supported by documentation may not be evaluated or considered.
- f. Subsequent Discussions/BAFO Requests** – Generally, only one best and final offer will be requested. After receipt of best and final offers, discussions will not be reopened unless the Government determines that it is in its best interest to do so. If discussions are reopened, an additional request for best and final offers will be issued to all Offerors still within the competitive range.

#### **B.11 Disclosure of Information (AUG 04)**

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

#### **B.12 Responsibility Determination (MAY 09)**

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

**B.13 Contract Award (MAY 09)**

A written award signed by the Contracting Officer and furnished to a successful Offeror within the time specified for acceptance shall result in a binding contract incorporating all the terms and conditions of this Solicitation unless otherwise stated in the executed Section **I.1 Sale of Government Property Negotiated Sales Contract (MAY 09)**.

**END OF SECTION B**

**SECTION C – INSPECTION (MAY 09)**

1. The Offeror may, at its own expense, inspect the material onsite and take a maximum five (5) pound grab sample per brand or line item of quebracho. Alternatively, the Offeror may request a sample be packaged and shipped by Government personnel via a commercial delivery service (i.e., Federal Express (FEDEX), United Parcel Service (UPS), etc.), at the Offeror's expense. The Government does not warrant any samples of the material to be representative of an entire brand or an entire line item being offered under this Solicitation.
2. Requests to inspect the material or obtain a sample must be made in writing or by facsimile submission to the point of contact identified below. If the Offeror requests that the Government ship a sample, the request should include the Offeror's account number for the preferred delivery service and the name and title of the individual receiving the sample. Government personnel require a minimum of five (5) working days to package and ship requested samples.

Point of Contact: Mr. Gary Porter  
Chief, Operations and Logistics (DNSC-MO)  
Defense National Stockpile Center  
8725 John J. Kingman Road, Suite 3229  
Fort Belvoir, VA 22060-6223  
Telephone: (703) 767-7607  
Facsimile: (703) 767-7608

3. The Offeror, its agents and representatives shall comply at all times with the rules of the storage locations.

**END OF SECTION C**

## **SECTION D – PAYMENT**

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

- a. Payment shall be made in U.S. dollars.
- b. *All payments* shall be made *only* by wire transfer (Fedwire for domestic, within U.S. wire payment; or International wire transfer for wire payments from outside the U.S.). This includes payments for material, adjustments for variations in quantity or weight of material shipped, storage charges, interest, penalty charges, administrative charges, or any other charges. If attempted payments are made by check, the payment will be returned to the sender. The Contractor will incur charges if payments are delinquent.
- c. Payment by wire transfer (Fedwire or International).
  - (1) Wire transfer payment shall be made in accordance with instructions in **Section J.4**. Fees for wire transfers are the responsibility of the Contractor. Payment shall be accompanied by **identifying information including the contract number; modification number (if applicable); invoice number (if applicable); and the name of the material purchased.**
  - (2) If wire transfer payment is not made in accordance with the instructions in **Section J.4**, or if identifying information is not provided, shipment of material may be delayed by up to one week, the wire transfer may be returned to the sender or a Contractor may incur charges if payments are delinquent.
- d. Invoices issued for adjustments for variations in quantity or weight, storage charges, interest, penalty charges, or administrative charges shall be paid promptly.
- e. If payment is not made in full within 30 calendar days of issuance of an invoice as specified in **D.1.d.**, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be released until all delinquent charges are paid. (See Sections **F.1.a.** and **G.12.**)

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

- a. Payment will be made before shipment of material and before the end of the contract period specified in the executed **Section I.1 Sale of Government Property Negotiated Sales Contract (MAY 09)**. If payment is not received by 2:00 p.m., local time Fort Belvoir, VA, on the payment due date, payment will not be credited until the next Government business day. Interest and penalty charges will accrue accordingly.
- b. In the event the payment due date falls on a Saturday, Sunday, or Federal holiday, then the payment due date will be extended to the next Government business day.

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

- a. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph **b.**, below.
- b. Amounts shall be due at the earliest of the following dates:
  - (1) The final day of the contract period specified in Section **I.1 Sale of Government Property Negotiated Sales Contract (MAY 09)** (with or without the issuance of an invoice by the Government); or
  - (2) The date of the first written demand for payment under the contract, including any demand resulting from a default termination, unless paid within 30 days of becoming due.

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

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

**END OF SECTION D**

## **SECTION E – MATERIAL REMOVAL**

### **E.1 Removal of Material (MAY 09)**

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

<u>Award Quantity (Pounds)</u>	<u>Contract Period (Calendar Days)</u>
Up to 2,000,000	90
2,000,001 to 2,800,000	120
2,800,001 to 4,000,000	180
4,000,001 to 6,000,000	270
6,000,001 and above	360

The Section **I.3 Proposed Removal Schedule (MAY 09)** which the Offeror submits with its offer shall be subject to negotiation and the final negotiated schedule shall be incorporated into the contract. The final Removal Schedule incorporated into the contract shall meet the requirements of Section **B.5**.

- b. If the Contractor fails to pay for and remove the material in accordance with paragraph **a.**, above, and the final negotiated removal schedule, the Contractor will be considered delinquent and the Government will immediately proceed to terminate the contract for default in accordance with Section **G.7 Default**.
- c. The contract period includes Saturdays, Sundays, and Federal holidays. If the last day of the contract period is a Saturday, Sunday, or Federal holiday, or the storage location is otherwise closed that day, the period of contract performance will be extended to the next Government workday.

### **E.2 Storage Charges (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 Solicitation.
- b. The storage charge is the greater of the following: (1) \$0.005 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**).

**END OF SECTION E**

## **SECTION F – SHIPPING**

### **F.1 Request for Shipment (MAY 09)**

- a.** Delivery is F.O.B. carrier's conveyance. The Government will assist with outloading. At least **five (5)** working 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 submit shipping instructions to the Contracting Officer by completing and faxing the form in **Section J.2 Shipping Instructions**. The Government will only accept shipping instructions from those individuals designated in **Section I.8, Persons Authorized to Request Shipment of Material**. **No material will be shipped under the provisions of this contract or any other contract the Contractor has with DNSC until all outstanding delinquent charges and payments have been satisfied.**
- b.** "Shipping Instructions" shall include the following:

  - (1) Quantity of material to be released, unit price and total dollar value.
  - (2) Designation of type and kind of conveyance.
  - (3) Name of the carrier (including a telephone number where contact can be reached).
  - (4) "Ship to" location.
  - (5) Minimum load per conveyance (optional)
  - (6) Desired shipping schedule.
  - (7) Name and telephone number of an agent who can furnish additional shipping information if needed.
  - (8) Any additional pertinent information.
- 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.** Outloading will be accomplished 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, including the Environmental Safety and Occupational Health Policy of the Defense National Stockpile Center. See also Section **F.7 Environmental Policy (MAY 09)**.
- f. Requests for shipment shall be for a minimum of 40,000 pounds or if the location balance is less than this quantity, for the balance at that particular location. Shipping instructions and information requested in paragraph **b.**, above, are to be furnished to the following address:

Defense National Stockpile Center  
ATTN: DNSC-CC, Quebracho Contracting Officer  
8725 John J. Kingman Road  
Suite 3229  
Ft. Belvoir, VA 22060-6223  
Facsimile Number: (703) 767-5494 or (703) 767-5484

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

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

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

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

### **F.3 Weighing (MAY 09)**

Weighing procedures are dependent on the storage location and shall be performed as follows:

#### **For items at the Scotia, New York Depot**

- a. Weight of the material sold hereunder shall be determined as follows: The material has been draft weighed on platform scales with an appropriate allowance for any tare weight established by the Government.
- b. Weighing has been performed by and at the expense of the Government.
- c. Weight certificates shall be prepared by the Government and will be final for payment purposes.

#### **For items at the Warren, Ohio Depot**

- d. Conveyance (truck or van) shall be weighed both light (to determine tare) and heavy (after loading), with the tare weight deducted to arrive at the gross weight of the material. The net weight of the material will be determined by deducting 168 pounds per pallet and 1.75 pounds per bag (3.5 pounds for over bags) from the gross weight of the material.
- e. Weighing shall be done by and at the expense of the Government.
- f. Weight certificates shall be issued by the Government and will be final for payment purposes.

### **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 **five (5)** working days (exclusive of Saturdays, Sundays, and Federal holidays) after receipt of the material at destination, requesting that the material be reweighed. In that case, the Contractor shall segregate the shipment in question and hold it intact pending reweighing. The entire shipment shall be reweighed by the Contractor at its expense, in the presence of and in the manner approved by a Government representative, using scales approved by the Government representative. If the weight varies from the Government's certified weight by greater than one-fourth of one percent, plus or minus, that weight shall govern for payment purposes. If the weight determined by reweighing does not vary from the Government's certified weight by greater than one-fourth of one percent, plus or minus, the Government's certified weight shall be final for payment purposes.

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

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

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

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

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

#### **F.7 Environmental Policy (MAY 09)**

The Contractor, its agents and employees shall comply with the Environmental Safety and Occupational Health Policy of the Defense National Stockpile Center while on storage facilities where stockpile material is stored. The Contractor shall review information on DNSC's Environmental Safety and Occupational Health Policy on the DNSC Website at <https://www.dnsc.dla.mil/iamthekey>. DNSC's Environmental Safety and Occupational Health Policy may be found in Interpretive Guidance Document 1001, Environmental, Safety and Occupational Health Policy, Section 2.1, on the website.

#### **F.8 Environmental Protection (JUN 95)**

##### **a. Transportation Requirements**

- (1) The transportation of hazardous material is governed by Department of Transportation (DOT) Hazardous Materials Regulations (Title 49 Code of Federal Regulations, Parts 170-189). If the material being transported is covered by DOT Regulations, the Contractor or its agent is responsible for certifying to DOT that hazardous materials are properly classified, described, packaged, marked, and labeled and are in a condition safe to transport based on

the Contractor's or its agent's own examination of the material. (See especially 49 CFR 173.7(a) (1).)

- (2) The Government reserves the right to conduct reasonable inspection of the Contractor's or its agent's transportation conveyances or other equipment utilized to effect removal of the material purchased under this Solicitation. Inspection may occur prior to, during, or subsequent to removal of the material from Government storage locations. The Contractor or its agent shall provide Government representatives with access and any reasonable assistance required to conduct this inspection.

**b. Material Safety Data Sheets**

- (1) Offerors are warned that unprotected exposure to hazardous substances, hazardous materials and hazardous chemicals may significantly increase the risk of health problems. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) and any other Federal, state or local laws, codes, ordinances, and regulations (including obtaining any required licenses or permits) governing exposure to, and storage, handling, transportation, and disposition of, this material.
- (2) Material Safety Data Sheets as required by OSHA Hazard Communication Standard - 29 CFR 1910.1200 are incorporated herein. (See Section **J.3.**) This data provides specific toxicity and health related data for the protection of human health and the environment. Offerors should review this information carefully. It is the responsibility of the Contractor to further communicate this information to the distributor, manufacturer, user and/or transporter of this material as may be required by Federal regulations.
- (3) Offerors shall also refer to 29 CFR 1910 Occupational Safety and Health Standards, specifically sections 1910.1000 through 1050. These occupational standards set standards for permissible exposures, methods of compliance, personal protective equipment, and other measures that must be taken when working with, or in proximity to, hazardous materials, chemicals and substances in the United States and its territories and possessions.

**c. Use and Disposition**

- (1) The Contractor certifies that it shall use and ultimately dispose of any hazardous material purchased under this Solicitation in accordance with all applicable Federal, state, local and international laws and regulations and in a manner safe for the public and the environment.
- (2) The material offered under this Solicitation is not, in its present form, subject to EPA Hazardous Waste Regulations (40 CFR Part 260, et seq.) issued under the Resource Conservation and Recovery Act. However, it is possible that use

of this material will lead to the creation of a hazardous waste. 40 CFR Part 260, et seq., details the responsibilities of generators, transporters, treaters, storers, and disposers of hazardous waste. Failure to comply with these regulations can lead to civil and criminal penalties.

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

**END OF SECTION F**

## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.1 Amendments and Modifications (JAN 95)**

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

### **G.2 Title (JUL 02)**

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

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

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

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

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

## G.5 Agency Protests (MAY 09)

a. **General.** Companies may file a protest over sales under this Solicitation with the –

- (1) Contracting Officer;
- (2) Director, Directorate of Stockpile Contracts and Marketing, DNSC, for a decision at a level above the Contracting Officer;
- (3) Government Accountability Office (GAO);

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

b. **Pre-Award Protests.** Protests based on alleged improprieties in a solicitation that are apparent prior to bid opening or the time set for receipt of initial offers shall be filed prior to bid opening or the time set for receipt of initial offers. In negotiated sales, protests based on alleged improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation must be filed not later than the next closing time set for receipt of offers following the incorporation.

c. **Post-Award Protests.** Protests after award shall be filed not later than 10 calendar days after the basis of the protest is known or should have been known, whichever is earlier, except for protests challenging a negotiated sale under which a debriefing is requested and provided. In that situation, and where the basis was not known prior to the debriefing, the initial protest shall be filed not later than 10 calendar days after the date of the debriefing.

d. **Service of Protest.**

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

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

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

protest shall be served in writing at the following address and may be filed by mail, hand delivery, commercial delivery service, or facsimile:

Attn: DNSC-C, Director, Directorate of Stockpile  
Contracts and Marketing  
Defense National Stockpile Center  
8725 John J. Kingman Road, Suite 3229  
Ft. Belvoir, VA 22060-6223  
Facsimile No.: (703) 767-5494

- (3) Protests to the Government Accountability Office shall be filed in writing, in accordance with 4 CFR 21, at the following address:

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

A copy of any protest to the GAO shall be served on the Contracting Officer at the address in (1) above, within one day of filing the protest. Firms seeking to file a protest with GAO are advised to consult the GAO regulations at 4 CFR 21 and the GAO publication, **Bid Protests at GAO: A Descriptive Guide (Ninth Edition 2009)**. Copies of these documents are available from the Government Accountability Office.

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

- a.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- b.** Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- c.** "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- d.** (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

  - (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

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

- i.** The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

**G.7 Default (DEC 07)**

- a.** (1) The Government may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to –
  - (i) Make payment and remove the material within the time specified in this contract or any extension;
  - (ii) Remove the material within the time specified in this contract whether or not payment has been made;
  - (iii) Make progress, so as to endanger performance of this contract; or
  - (iv) Perform any of the other provisions of this contract.
- (2) The Government's right to terminate this contract under a.(1)(iii) and a.(1)(iv) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure. Upon the Contractor's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Contractor shall lose all right, title and interest which it might otherwise have acquired in and to the material as to which a default has occurred.
- (3) If at any time prior to the expiration of this contract, the Contractor makes it clear either by words, actions, or circumstances, that the Contractor is unwilling or unable to perform under this contract, the Government shall not be required to furnish the Contractor notice specifying the failure under this contract prior to exercising its right to terminate this contract for default and seek damages.
- b.** If the contract is terminated, the Contractor could be held liable for damages resulting from the resale of the material, as described below. The Contractor may also be liable for additional charges including, not limited to: interest, storage charges, penalty charges, consideration fees, and administrative charges relating to the termination.
- c.** If the Government terminates the contract for default, it may subsequently resell the material for the Contractor's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Contractor the difference between the contract price and the price obtained on resale. In no event will the Contractor be refunded any money if the Government obtains a greater price on

resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not resell the material within 12 months, the Contractor may be held liable for the full contract price for the quantity of material on which the default has occurred.

- d. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
- e. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

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

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

#### **G.9 Bankruptcy (JAN 07)**

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the contracting officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed and the identity of the court in which the bankruptcy petition was filed.

#### **G.10 Termination for Convenience of the Government (DEC 97)**

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

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

- a. In the event either party should be prevented from performing under this contract by reason of any unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy,

sovereign acts of the United States, acts of a foreign Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, performance under the contract shall be suspended in whole or in part until the cause ceases to exist and thereafter the time for fulfillment of the contract shall be extended by the length of time during which the cause prevented performance under the contract.

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

#### **G.12 Setoff of Funds (MAY 04)**

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

#### **G.13 Indemnification Agreement (JAN 02)**

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

alleged to have arisen from the acts or omissions of the Contractor, Contractor's employees, or any person subject to the Contractor's control.

**G.14 Covenant Against Contingent Fees (JAN 95)**

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

**END OF SECTION G**

**SECTION H – DEFINITIONS (MAY 09)**

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

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

**END OF SECTION H**

**SECTION I – SUBMITTALS**

**COMPLETE AND RETURN ALL OF THE FOLLOWING:**

- I.1 Sale of Government Property Negotiated Sales Contract (MAY 09)
- I.2 Item Offer Page – DLA-QUEBRACHO-001 (MAY 09)
- I.3 Proposed Removal Schedule (MAY 09)
- I.4 Certificate of Independent Price Determination (JAN 02)
- I.5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (FEB 07)
- I.6 Authorized Negotiators (JUN 95)
- I.7 Type of Business Organization (APR 96)
- I.8 Persons Authorized to Request Shipment of Material (MAY 09)
- I.9 Contractor’s Billing Address (JAN 07)
- I.10 Disputes: Agreement to Use Alternative Dispute Resolution (JUL 06)

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

**I.1 Sale of Government Property Negotiated Sales Contract (MAY 09)**

<b>SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT</b>		<b>CONTRACT NUMBER</b> SPO833-		<b>PAGE</b> 1 of Pages	
<p>This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting Officer executing this contract and the Contractor below identified. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of DLA-QUEBRACHO-001. In the event of a conflict between the terms of the Solicitation and this Negotiated Sales Contract, the terms of the Negotiated Sales Contract govern.</p>					
<i>ITEM</i>	<i>PROPERTY DESCRIPTION AND LOCATION</i>	<i>QUANTITY (No. of Unit(s))</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT</i>
	<p>CONTRACT PERIOD EXPIRES ON:</p>				
<b>EXECUTION BY CONTRACTOR</b>			<b>EXECUTION BY GOVERNMENT</b>		
<i>DATE (Day, Month, Year)</i>			<i>UNITED STATES OF AMERICA</i>		<i>DATE:</i>
<i>NAME OF CONTRACTOR</i>			<i>BY:</i>		
<i>ADDRESS (Street, City, State &amp; Zip Code) (Type or Print)</i>			<i>NAME AND TITLE OF CONTRACTING OFFICER</i>		
<p>Telephone Number: _____</p> <p>Facsimile Number: _____</p>			<p>_____</p> <p><b>Contracting Officer</b>                      <b>DNSC-C</b></p> <p style="text-align:right;">(Agency)</p>		
<i>SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under signature)</i>					

**I.2 Item Offer Page – DLA-QUEBRACHO-001 (MAY 09)**

ITEM NO.	STORAGE LOCATION	BRAND	WEIGHT IN LBS	OFFER QUANTITY	UNIT PRICE PER POUND	TOTAL OFFER PRICE
<b>SCOTIA, NY</b>						
25	Scotia, NY	SOLID - SAMUHI	99,529		\$	\$
Depot Total			<b>99,529</b>			
<b>WARREN, OH</b>						
149	Warren, OH	SOLID - MIXED	2,772,420		\$	\$
512	Warren, OH	SOLID - LACRUZ	4,833,280		\$	\$
514	Warren, OH	SOLID - SAMUHI	67,350		\$	\$
515	Warren, OH	SOLID - FA	473,900		\$	\$
Depot Total			<b>8,146,950</b>			

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



#### **I.4 Certificate of Independent Price Determination (JAN 02)**

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

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

- (ii) As an authorized agent, does certify that the principals named in subparagraph **b.(2)(i)** above have not participated, and will not participate, in any action contrary to subparagraphs **a.(1)** through **a.(3)** above; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs **a.(1)** through **a.(3)** above.
- c. If the offeror deletes or modifies subparagraph a.(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.**

**I.5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (FEB 07)**

- a.(1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
    - (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph a.(1)(i)(B) of this provision.
  - (ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.**

- b. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. A certification that any of the items in paragraph a. of this provision exists will not necessarily result in withholding of an award under this solicitation.

However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

- d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph a. of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- e. The certification in paragraph a. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

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

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Name

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Title

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Telephone

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Name

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Title

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Telephone

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

The Contractor represents that –

- a. It operates as ( ) a corporation incorporated under the laws of the State of \_\_\_\_\_, ( ) an individual, ( ) a partnership, ( ) a nonprofit organization, or ( ) a joint venture.
- b. If the Contractor is a foreign entity, it operates as ( ) an individual, ( ) a partnership, ( ) a nonprofit organization, ( ) a joint venture, or ( ) a corporation registered for business in \_\_\_\_\_ (country).
- c. If the Contractor is a corporation, it is ( ) independent (not owned or controlled by another company), ( ) owned or controlled by \_\_\_\_\_ corporation company registered for business in \_\_\_\_\_ (state/country).
- d. If the Contractor is owned or controlled by another, state the relationship (e.g., wholly owned subsidiary, etc.): \_\_\_\_\_
- e. The Contractor agrees to provide additional information relating to the above representations if requested to do so by the Contracting Officer.

**I.8 Persons Authorized to Request Shipment of Material (MAY 09)**

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.9 Contractor's Billing Address (JAN 07)**

The Contractor shall provide its billing address and billing facsimile number below, if different from the address in Section **I.1 Sale of Government Property Negotiated Sales Contract**.

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Email Address:

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**I.10 Disputes: Agreement to Use Alternative Dispute Resolution (JUL 06)**

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

**END OF SECTION I**

**SECTION J – LIST OF ATTACHMENTS**

- J.1 Storage Locations
- J.2 Shipping Instructions (JAN 95)
- J.3 Material Safety Data Sheets (DEC 08)
- J.4 Fedwire Procedures (OCT 08)

## **J.1 Storage Locations**

### **Scotia Depot, Defense Logistics Agency / DNSC-MOSC**

**Route 5, Building # 12**

**Scotia, NY 12302-9463**

<b>Depot Manager:</b>	John Eller
<b>General Supply Specialist:</b>	Frank Day
<b>Telephone:</b>	(518) 370-3347
<b>Facsimile:</b>	(518) 370-0323
<b>Outloading Hours:</b>	7:30 AM - 2:30 PM MONDAY - FRIDAY Scale is not available
<b>Truck:</b>	YES
<b>Rail/Barge:</b>	NO

### **Warren Depot, Defense Logistics Agency / DNSC-MOWA**

**Pine Street Extension**

**Warren, OH 44482-9999**

<b>Depot Manager:</b>	Jack Pittano
<b>General Supply Specialist:</b>	Sally Miller
<b>Telephone:</b>	(330) 652-1456
<b>Facsimile:</b>	(330) 652-5167
<b>Outloading Hours:</b>	7:30 AM - 2:30 PM MONDAY - FRIDAY Truck / Rail scale is available (Weight Capacity - 300,000 lbs)
<b>Truck:</b>	YES
<b>Rail/Barge</b>	NO

### **DLA/DNSC Headquarters Contact:**

Mr. Kenneth Ference  
Operations and Logistics Division (DNSC-MO)  
Defense National Stockpile Center  
8725 John J. Kingman Road, Suite 3229  
Fort Belvoir, VA 22060-6223

Telephone: (703) 767-6526  
Facsimile: (703) 767-7608

**J.2 Shipping Instructions (JAN 95)**

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

**SHIPPING INSTRUCTIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Copy of Payment Attached: Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Date

Telephone

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

Contracting Officer

Date

### J.3 Material Safety Data Sheets – Quebracho (DEC 08)

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#### 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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

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

SUBSTANCE: QUEBRACHO

TRADE NAMES/SYNONYMS:

TANNIN; TANNINS; GALLOTANNIN; GALLOTANNIC ACID; DIGALLIC ACID; CHINESE TANNIN;  
GLYCERITE; TANNIC ACID; A-308; A-310; DLA22410; RTECS WW5075000

CHEMICAL FAMILY: carboxylic acids, aliphatic

CREATION DATE: Sep 10 1992

REVISION DATE: Dec 11 2008

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#### 2. COMPOSITION, INFORMATION ON INGREDIENTS

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COMPONENT: QUEBRACHO  
CAS NUMBER: 1401-55-4  
EC NUMBER (EINECS): 215-753-2  
PERCENTAGE: 100.0

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#### 3. HAZARDS IDENTIFICATION

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NFPA RATINGS (SCALE 0-4): HEALTH=2 FIRE=1 REACTIVITY=0

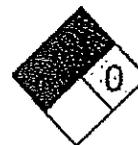
EMERGENCY OVERVIEW:

PHYSICAL DESCRIPTION: Yellowish-white to light brown amorphous bulky powder, flakes,  
glistening scales or spongy mass; darkens on exposure to light or air.

MAJOR HEALTH HAZARDS: eye irritation

PHYSICAL HAZARDS: Dust/air mixtures may ignite or explode.

POTENTIAL HEALTH EFFECTS:



**INHALATION:**

**SHORT TERM EXPOSURE:** irritation, kidney damage, liver damage

**LONG TERM EXPOSURE:** same as effects reported in short term exposure

**SKIN CONTACT:**

**SHORT TERM EXPOSURE:** irritation, liver damage

**LONG TERM EXPOSURE:** same as effects reported in short term exposure

**EYE CONTACT:**

**SHORT TERM EXPOSURE:** irritation

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

**INGESTION:**

**SHORT TERM EXPOSURE:** digestive disorders, liver damage

**LONG TERM EXPOSURE:** same as effects reported in short term exposure

**CARCINOGEN STATUS:**

**OSHA:** No

**NTP:** No

**IARC:** No

---

**4. FIRST AID MEASURES**

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

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

**EYE CONTACT:** Immediately 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.

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**5. FIRE FIGHTING MEASURES**

**FIRE AND EXPLOSION HAZARDS:** Slight fire hazard. Dust/air mixtures may ignite or explode.

**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. Water or foam may cause frothing.

**FLASH POINT:** 390 F (199 C) (CC)

**AUTOIGNITION:** 981 F (527 C)

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**6. ACCIDENTAL RELEASE MEASURES**

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**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.

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**7. HANDLING AND STORAGE**

**STORAGE:** Store and handle in accordance with all current regulations and standards. Store in a tightly closed container. Avoid contact with air or light. Keep separated from incompatible substances.

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**8. EXPOSURE CONTROLS, PERSONAL PROTECTION**

**EXPOSURE LIMITS:**

**QUEBRACHO:**

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 particulate respirator equipped with an N95, R95, or P95 filter (including N95, R95, and P95 filtering facepieces) except quarter-mask respirators. The following filters may also be used: N99, R99, P99, N100, R100 or P100.

Any air-purifying full-facepiece respirator equipped with an N95, R95, or P95 filter. The following filters may also be used: N99, R99, P99, N100, R100 or P100.

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

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

Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode. **For Unknown Concentrations or Immediately Dangerous to Life or Health -**

Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode in combination with an auxiliary self-contained breathing apparatus operated in pressure-demand or other positive-pressure mode.

Any self-contained breathing apparatus that has a full facepiece and is operated in a pressure-demand or other positive-pressure mode.

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**9. PHYSICAL AND CHEMICAL PROPERTIES**

**PHYSICAL DESCRIPTION:** Yellowish-white to light brown amorphous bulky powder, flakes, glistening scales or stringy mass; darkens on exposure to light or air.

**BOILING POINT:** Not applicable

**MELTING POINT:** Not available

**DECOMPOSITION POINT:** 392 F (200 C)  
**VAPOR PRESSURE:** Not applicable  
**POR DENSITY:** Not applicable  
**SPECIFIC GRAVITY (water=1):** >1  
**WATER SOLUBILITY:** soluble  
**PH:** weakly acidic  
**VOLATILITY:** Not applicable  
**ODOR THRESHOLD:** Not available  
**EVAPORATION RATE:** Not applicable  
**COEFFICIENT OF WATER/OIL DISTRIBUTION:** Not available  
**SOLVENT SOLUBILITY:**  
Soluble: acetone, alcohol, ethanol, warm glycerol  
Practically Insoluble: benzene, chloroform, ether, petroleum ether, carbon disulfide, carbon tetrachloride

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## 10. STABILITY AND REACTIVITY

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

**CONDITIONS TO AVOID:** Avoid heat, flames, sparks and other sources of ignition. Avoid contact with incompatible materials.

**INCOMPATIBILITIES:** combustible materials, bases, oxidizing materials, metal salts

**TANNIC ACID:**

BUMIN: Incompatible.

ALKALOIDS: Incompatible.

GELATIN: Incompatible.

LIME WATER: Incompatible.

OXIDIZERS (STRONG): Fire and explosion hazard.

SALTS OF HEAVY METALS: Incompatible.

SPIRIT NITROUS ETHER: Incompatible.

STARCH: Incompatible.

**HAZARDOUS DECOMPOSITION:**

Thermal decomposition products: miscellaneous decomposition products, various organic fragments, oxides of carbon

**POLYMERIZATION:** Will not polymerize.

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## 11. TOXICOLOGICAL INFORMATION

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**QUEBRACHO:**

**TOXICITY DATA:** 2260 mg/kg oral-rat LD50; 200 mg/kg subcutaneous-rat LDLo; 1400 mg/kg parenteral-rat LDLo; 2 gm/kg oral-mouse LDLo; 120 mg/kg intraperitoneal-mouse LD50; 75 mg/kg subcutaneous-mouse LDLo; 10 mg/kg intravenous-mouse LDLo; 350 mg/kg intramuscular-mouse LD50; 5 gm/kg oral-rabbit LD50; 40 mg/kg intravenous-guinea pig LDLo; 1 gm/kg oral-domestic animal LDLo; 1 gm/kg intraperitoneal-domestic animal LDLo; 250 mg/kg oral-rat TDLo; 20 mg/kg intraperitoneal-mouse TDLo; 5 gm/kg oral-rat LD50; 6 gm/kg oral-mouse LD50; 88 kg/44 day(s) continuous oral-rat TDLo; 18200 mg/kg/13 week(s) continuous oral-rat TDLo; 102 gm/kg/18 day(s) continuous oral-guinea pig TDLo; 6 gm/kg/3 day(s) intermittent oral-domestic animal TDLo; 4050 mg/kg/270 day(s) continuous oral-mouse TDLo

**CARCINOGEN STATUS:** IARC: Animal Limited Evidence, Group 3  
Tannic acid produced liver tumors in rats following subcutaneous administration.

**CAL EFFECTS:**

Irritant: eye

**ACUTE TOXICITY LEVEL:**

Moderately Toxic: ingestion

**TARGET ORGANS:** liver

**TUMORIGENIC DATA:** 4450 mg/kg subcutaneous-rat TDLo/17 week(s) intermittent; 476 ug/kg skin-mouse TDLo/17 day(s) intermittent; 750 mg/kg subcutaneous-mouse TDLo/12 week(s) intermittent; 3750 mg/kg subcutaneous-rat TD; 4250 mg/kg subcutaneous-rat TD/17 week(s) intermittent; 4286 mg/kg subcutaneous-rat TD/20 week(s) intermittent

**MUTAGENIC DATA:** unscheduled DNA synthesis - rat oral 25 gm/kg; unscheduled DNA synthesis - rat subcutaneous 375 mg/kg; DNA inhibition - mouse intraperitoneal 76 mg/kg; other mutation test systems - rat oral 2 gm/kg; DNA damage - non-mammalian species other cell types 10 umol/L 1 hour(s); DNA damage - hamster other cell types 15 umol/L 1 hour(s); DNA damage - salmon embryo 100 umol/L 1 hour(s); DNA damage - non-mammalian species other cell types 30 umol/L 1 hour(s)

**REPRODUCTIVE EFFECTS DATA:** 112 gm/kg oral-rat TDLo 49 day(s) pre pregnancy/1-21 day(s) pregnant female continuous; 5 mg/kg subcutaneous-rat TDLo 1 day(s) pre pregnancy continuous; 1478 gm/kg oral-mouse TDLo 11 week(s) male week(s) pre pregnancy/11 week(s) continuous

**HEALTH EFFECTS:**

**INHALATION:**

**ACUTE EXPOSURE:**

**TANNIC ACID:** May cause irritation. Sufficient amounts may be absorbed through mucous membranes to cause severe centralobular necrosis of the liver and kidney damage.

**CHRONIC EXPOSURE:**

**TANNIC ACID:** Prolonged or repeated exposure may result in liver damage as in acute poisoning.

**SKIN CONTACT:**

**ACUTE EXPOSURE:**

**TANNIC ACID:** May cause irritation and discoloration of the skin. Sufficient amounts may be absorbed through denuded skin to cause severe centralobular necrosis of the liver.

**CHRONIC EXPOSURE:**

**TANNIC ACID:** Prolonged or repeated application may result in liver damage as in acute poisoning.

**EYE CONTACT:**

**ACUTE EXPOSURE:**

**TANNIC ACID:** Solutions may cause mild to severe irritation.

**CHRONIC EXPOSURE:**

**TANNIC ACID:** Prolonged or repeated application may cause discoloration.

**INGESTION:**

**ACUTE EXPOSURE:**

**TANNIC ACID:** Ingestion of large doses may cause the rapid onset of respiratory failure. Death from hepatic necrosis may be delayed for up to 38 hours. Other pathological findings may include gastritis and nephritis.

**CHRONIC EXPOSURE:**

**TANNIC ACID:** Prolonged or repeated administration may result in liver damage. Administration to male and female

rats prior to mating, and to female rats during gestation resulted in adverse effects on newborns.

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## 12. ECOLOGICAL INFORMATION

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### **ECOTOXICITY DATA:**

**FISH TOXICITY:** 37000 ug/L 96 hour(s) LC50 (Mortality) Mosquitofish (*Gambusia affinis*)

**INVERTEBRATE TOXICITY:** <26000 ug/L 0.25 week(s) (Locomotor) Water flea (*Daphnia magna*)

**ENVIRONMENTAL SUMMARY:** Moderately toxic to aquatic life.

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## 13. DISPOSAL CONSIDERATIONS

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Dispose in accordance with all applicable regulations.

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## 14. TRANSPORT INFORMATION

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

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

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

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

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

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

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

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## 15. REGULATORY INFORMATION

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### **U.S. REGULATIONS:**

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

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

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

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

**ACUTE:** Yes

**CHRONIC:** Yes

**FLAME:** No

**REACTIVE:** No

SUDDEN RELEASE: No

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

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

STATE REGULATIONS:

California Proposition 65: Not regulated.

CANADIAN REGULATIONS:

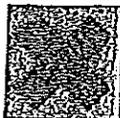
WHMIS CLASSIFICATION: Not determined.

EUROPEAN REGULATIONS:

EC CLASSIFICATION (CALCULATED):

Xi Irritant

DANGER/HAZARD SYMBOL:



Xi

EC RISK AND SAFETY PHRASES:

R 36	Irritating to eyes.
2	Keep out of the reach of children.
S 24	Avoid contact with skin.
S 25	Avoid contact with eyes.
S 26	In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
S 46	If swallowed, seek medical advice immediately and show this container or label.

GERMAN REGULATIONS:

WATER HAZARD CLASS (WGK):

STATE OF CLASSIFICATION: Annex 3

CLASSIFICATION UNDER HAZARD TO WATER: 1

NATIONAL INVENTORY STATUS:

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

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

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16. OTHER INFORMATION

MSDS SUMMARY OF CHANGES

15. REGULATORY INFORMATION

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