

NEGOTIATED SALES CONTRACT
FOR ALL MATERIALS EXCEPT RUBBER AND FIBER

GS-00-DS-(S)-92153

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OF

(Pages)

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 Contractor agrees to purchase and the Government agrees to sell the material described below in accordance with the terms specified on this page and on any continuation pages attached hereto, and General Terms and Conditions (GSA Form 2042, May 1967) and Special Terms and Conditions.

ITEM	DESCRIPTION OF PROPERTY (After each item listed below, state the time and place of delivery and applicable delivery terms)	QUANTITY (Number of units)	UNIT	UNIT PRICE	AMOUNT
	AMOSITE ASBESTOS, Grade DX, South African Origin, packaged in bags, and located at the GSA-PMDS Baton Rouge Depot, Baton Rouge, Louisiana. (Rail - Sharpe, Louisiana - Served by IC).	100	Short Ton	\$176	\$17,600.00
NOTE: THIS DOCUMENT DID NOT COME FROM PFG FILES					
THIS IS AN "AS-IS" SALE.					
Contractor as appears herein is the Purchaser.					

CONTRACTOR REPRESENTS: (Check appropriate boxes)

GSA Form 2042

- That he ☒ is, ☐ is not, a small business concern. (See / for definition of small business and small business classifications referred to in 2, below.)
- If Contractor represents he is a small business concern, he further represents his applicable classification as:
(Check one) ☐ (1) ☐ (2) ☒ (3) ☐ (4)
- (a) That he ☐ has, ☒ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract, and (b) that he ☐ has, ☒ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage, or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) of this paragraph 3 as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee", see Code of Federal Regulations, 41 CFR 101-15.313-3).

INDICATE WHETHER ☐ INDIVIDUAL; ☐ PARTNERSHIP; ☒ CORPORATION. INCORPORATED IN THE STATE OF ILLINOIS

EXECUTION BY CONTRACTOR		EXECUTION BY GOVERNMENT	
DATE	MARCH 25, 1969	DATE	66 10821
NAME OF CONTRACTOR	NORTH AMERICAN ASBESTOS CORPORATION	UNITED STATES OF AMERICA	
ADDRESS (Street, city, zone, and State. Type or print)	200 South Michigan Avenue Chicago, Illinois 60604	BY	S. D. GOODMAN
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under signature)	Robert E. Cryor, President	TITLE	Chief, Minerals and Ores Branch (Contracting Officer)
		THIS CONTRACT IS AUTHORIZED BY AND NEGOTIATED PURSUANT TO THE FOLLOWING LAW: Public Law 89-422 dated May 11, 1966.	

BB 0008879

The General Terms and Conditions for the Sale of Strategic and Critical Materials (GSA Form 2042, May 1967) are incorporated herein and made a part of this contract and shall govern to the extent that they are not modified by, or in conflict, or inconsistent with any other terms or conditions of this contract. Conditions 3, 19, and "Instructions to Bidders" of GSA Form 2042 are deleted.

SPECIAL TERMS AND CONDITIONS

NOTE: THIS DOCUMENT DID
NOT COME FROM PPG FILES

1. DELIVERY OF PROPERTY

- (a) Material shall be delivered by the Government to the Purchaser f.o.b. carrier's conveyance at the GSA-PMDS Baton Rouge Depot, Baton Rouge, Louisiana, within 30 calendar days from date of Government's execution of this contract.
- (b) The asbestos purchased hereunder shall be removed within 30 calendar days from the date of execution of the contract by the Government. Two dollars (\$2) per short ton, or fraction thereof, per month, or a fraction thereof until removed, beginning on the 31st calendar day, shall constitute the reasonable storage charges provided for in Condition 8 of the General Terms and Conditions (GSA Form 2042). Payment for storage charges shall be made by the purchaser promptly upon receipt of invoice therefor.

2. PAYMENT

Payment of the full purchase price for the material sold hereunder shall be made in accordance with the provision as set forth in Condition 4 (a), "Payment," of the General Terms and Conditions (GSA Form 2042).

3. WEIGHING

Article 11 of the General Terms and Conditions for the sale of Strategic and Critical Materials (GSA Form 2042) is hereby deleted and the following substituted therefor:

The producer's weight of record with the Government shall be final for payment purposes.

GG 13822

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