

Contract No. _____
THIS CONTRACT, entered into this _____ day of _____ 19____
by the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting
officer executing this contract, and _____

STANDARD GOVERNMENT FORM OF CONTRACT

(COAL)

a corporation organized and existing under the laws of the State of _____
a partnership consisting of _____

an individual trading as _____
of the city of _____
in the State of _____
hereinafter called the contractor, witnesseth that the parties hereto do mutually agree as follows:

ARTICLE I. Scope of this contract.—The contractor shall furnish and deliver

(Department)

(Contractor)

Contract for _____ Amount, \$ _____

Place _____
for the consideration stated

in strict accordance with the Standard Government Purchase Conditions, the Schedules

All of which are made a part hereof and designated as follows:

(READ DIRECTIONS ON BACK OF THIS FORM)

CONTRACT FOR COAL

Standard Form No. 41
Approved by the President
March 1, 1933

THIS CONTRACT, entered into this _____ day of _____, 19____, by the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting officer executing this contract, and

STANDARD GOVERNMENT FORM OF CONTRACT

a corporation organized and existing under the laws of the State of _____ a partnership consisting of

an individual trading as _____ of the city of _____, in the State of _____ hereinafter called the contractor, witnesseth that the parties hereto do mutually agree as follows:

ARTICLE 1. *Scope of this contract.*—The contractor shall furnish and deliver

(Department)

(Contractor)

Contract for _____ Amount, \$ _____ Place _____ for the consideration stated

in strict accordance with the Standard Government Purchase Conditions, the Schedules,

all of which are made a part hereof and designated as follows:

(READ DIRECTIONS ON BACK OF THIS FORM)

ARTICLE 2. *Definitions.*—(a) The term "head of department" as used herein shall mean the head of the executive department or independent establishment involved or his assistant.

(b) The term "contracting officer" as used herein shall include his duly appointed successor or his duly authorized representative.

ARTICLE 3. *Alterations.*—The following changes were made in this contract before it was signed by the parties hereto:

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

By

(Official title)

Two witnesses:

Contractor.

(Business address)

I, _____, certify that I am the

Secretary of the corporation named as contractor herein; that

who signed this contract on behalf of the contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[CORPORATE SEAL]

I hereby certify that, to the best of my knowledge and belief, based upon observation and inquiry

....., who signed this contract for the

....., had authority to execute the same, and is the indi-

vidual who signs similar contracts on behalf of this corporation with the public generally.

Contracting Officer.

Standard Form No. 41
Form 3

[COAL CONTRACT]

DIRECTIONS FOR PREPARATION OF CONTRACT

1. This form shall be used whenever a formal contract is entered into for the procurement of coal within the continental limits of the United States, except coal for marine use. It is to be completed by the inclusion of the Standard Government Purchase Conditions (Standard Form No. 43), the Schedules, and any other necessary contract papers.

2. The following additional standard forms shall be used with this contract for the purchase of coal:

*Standard Government Form of Invitation for Bids (Standard Form No. 30).

*Standard Government Form of Bid (Standard Form No. 31).

Standard Government Instructions to Bidders for Coal (Standard Form No. 42).

If bond is required—

Standard Government Form of Bid Bond (Standard Form No. 24).

or

Standard Government Form of Annual Bid Bond (Standard Form No. 34).

Standard Government Form of Performance Bond (Standard Form No. 25).

or

Standard Government Form of Annual Performance Bond (Standard Form No. 35).

3. The Standard Government Form of Invitation for Bids may be reproduced as a preface to the Schedules.

4. If a formal contract is not required to be executed and an informal contract is entered into by notice of acceptance of the bid, the foregoing standard forms including the Purchase Conditions shall likewise be used excepting this contract form (Standard Form No. 41): *Provided, however*, That in purchases of 300 tons or less or for deliveries in less than car-load lots, or in purchases for emergency use or for testing purposes, the use of any or all of these standard forms is optional, but if not used the Standard Government Short Form Contract (Standard Form No. 33) is recommended.

5. There shall be no deviation from these standard contract forms without prior approval of the Director of the Bureau of the Budget obtained through the Interdepartmental Board of Contracts and Adjustments. Where interlineations, deletions, additions, or other alterations are permitted, specific notations of the same shall be entered in the blank space following the article entitled "Alterations" before signing. This article is not to be construed as general authority to deviate from the standard form. Deletion of the descriptive matter not applicable in the preamble of this contract need not be noted in the article entitled "Alterations." Additional contract provisions and instructions deemed necessary but not inconsistent with these forms may be incorporated in the Purchase Conditions or Schedules, or other accompanying papers.

6. The blank space of Article 1 is intended for the insertion of a statement of coal to be furnished and price, or for the enumeration of papers which contain the necessary data.

7. If approval of the contract is required before it shall become binding, the following article must be added:

ARTICLE *Approval.*—This contract shall be subject to the written approval of

..... and shall not be binding until so approved.

(Contracts subject to approval are not valid until approved by the authority designated to approve them, and the contractor's copy will not be delivered, nor any distribution made, until such approval. All changes and deletions must have been made before the contract is forwarded for approval.)

8. The number of executed copies and of certified copies, designation of disbursing officer, statement of appropriations, amount of bond, designation of place of inspection, as well as other administrative details, shall be as directed by the department to which the contract pertains.

* When Standard Form No. 30 is used, the reference in that form to Standard Form No. 22 should be changed to Standard Form No. 42. Similarly, the reference in Standard Form No. 31 to Standard Form No. 32 should be changed to Standard Form No. 41.

9. All blank spaces must be filled in or ruled out. The contract must be dated, and the bond must bear the same or subsequent date.

10. An officer of a corporation, a member of a partnership, or an agent signing for the principal, shall place his signature and title after the word "By" under the name of the principal. A contract executed by an attorney or agent on behalf of the contractor shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the contractor.

11. If the contractor is a corporation, one of the certificates following the signature of the parties must be executed. If the contract is signed by the secretary of the corporation, then the first certificate must be executed by some other officer of the corporation under the corporate seal, or the second certificate executed by the contracting officer. In lieu of either of the foregoing certificates there may be attached to the contract copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

12. The full name and business address of the contractor must be inserted, and the contract signed with his usual signature. Typewrite or print name under all signatures to contract and bond.

STANDARD GOVERNMENT PURCHASE CONDITIONS

(COAL)

1. **Size and preparation.**—Coal shall be of the size or sizes specified; shall be so prepared as to be reasonably free from slate, bone, sulphur, dirt, and fine coal, and shall be of such grade or quality as will be suitable for the particular requirements.

2. **Unit of purchase.**—The unit of purchase shall be the net ton of 2,000 pounds, unless otherwise stated in the Schedules.

3. **Wage scales.**—The contract price specified herein for the coal is based upon the wage scales in effect with mine employees on the date of opening of bids, and any increase or decrease in the cost of production of said coal caused by changes in such wage scales shall correspondingly increase or decrease the contract price of coal on any tonnage mined and shipped thereafter not in arrears at the time the change in wage scales becomes effective: *Provided, however,* That in event of any such increase in cost of production due to increase in wage scales, the claim shall be presented within 60 days and supported by the affidavit of the superintendent or corresponding officer of the mine or mines from which the coal was produced and by report of a certified public accountant showing the cost of mining the coal before the increase in the wage scales, the amount of the increase in the wage scales after the date of the opening of bids, and the amount of such increase applicable to the coal delivered under this contract after the date of such increase. The books of the contractor shall be so kept as to show the foregoing facts and shall be open to inspection by an authorized officer or employee of the Government. No increase over the contract price shall be allowed unless the claim is so presented and the books of the contractor are so kept. In event of a decrease in cost of production due to decrease in the wage scales, the decrease in the contract price shall be computed on the basis of the affidavit or affidavits of the superintendent or other corresponding officer of the mine or mines from which the coal was produced or upon other evidence. When there has been no change in the wage scales during the production of the contract coal, the contractor shall so certify on invoices or vouchers submitted for payment.

4. **Freight charges.**—The purchase price of coal, if inclusive of freight charges from point of shipment named herein, is based upon the freight rate in effect on date of opening of bids, and any increase or decrease in said freight rate shall correspondingly increase or decrease the purchase price of the coal on any tonnage shipped thereafter.

5. **Deliveries.**—The contractor shall make deliveries throughout the contract period as set forth in the Schedules. The Government shall have the right, however, to require deliveries, upon reasonable notice, at other times within the contract period in order to meet changed conditions as to storage facilities, weather, transportation, or actual requirements. When necessary to meet unloading conditions the Government shall have the right to require that shipments be made in the type or types of transportation equipment which it may specify and to reject shipments proffered in other types of equipment. When each shipment is made the contractor shall promptly notify the Government as to the date of shipment, name of mine from which shipped, and car initials and number.

6. **Delays.**—If for any reason the contractor is delayed in making delivery on the date required of coal purchased f. o. b. point of shipment, or in making shipment sufficiently in advance to ordinarily permit delivery on the date required of coal purchased other than f. o. b. point of shipment, or if the contractor has knowledge that he will be unable to accomplish delivery or make shipment, as the case may be, he shall notify the Government immediately as to actual or contemplated delay, and as to the extent thereof, and the Government may suspend further shipments or deliveries or such part or parts thereof as to which there has been or the contractor has stated that there will be a delay. Upon receipt of such notice, or in the absence thereof, upon knowledge of actual delay in making delivery or shipment, as the case may be, the Government may purchase coal in the open market or secure coal by contract or otherwise and the contractor and his sureties shall be liable to the Government for any excess costs occasioned the Government thereby:

(a) *Provided, however,* That only in the event that the contractor shall have given immediate notice thereof he shall not be liable when the delay is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not restricted to acts of God, acts of the Government, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, accidents at the mine, interruptions to transportation, or shortage of rail or water transportation equipment;

(b) *Provided further,* That the contractor shall within ten days from the beginning of any delay notify the contracting officer in writing as to the cause of delay, who shall ascertain the facts and the extent of the delay, and his findings of facts thereon shall be final and conclusive on the parties hereto, subject only to appeal, within 30 days, by the contractor to the head of the department concerned, whose decision on such appeal as to the facts of delay shall be final and conclusive on the parties hereto.

7. Mines.—Coal from mines other than those stated in the Schedules shall not be furnished unless authorized by the Government in writing.

8. Weights.—For coal purchased f. o. b. point of origin or shipment, and shipped in carload lots, and for coal purchased f. o. b. destination and shipped in carload lots or delivered by barge or scow, settlement shall be based upon railroad weights for delivery by rail or upon certifications furnished by the contractor of railroad weights of cars making up cargo for delivery by barge or scow. For coal purchased under conditions which do not admit of railroad weights, settlement shall be based upon weights as determined by prevailing commercial practice.

9. Inspection.—All coal will, in so far as practicable, be inspected at the point of delivery shown in the contract. If coal is bought at dealer's place of business or at mines, inspection will be completed at that point, provided that the quantity and rate of delivery of coal will warrant the Government in making inspection at the dealer's place of business or at mines, otherwise inspection will be made at destination, whether the coal is bought f. o. b. mines or destination. Coal shipped on Government bill of lading becomes Government property at the time and place of shipment, but subject to inspection as provided herein.

10. Additional security.—Should the surety upon any bond that is furnished for the performance of this contract become unacceptable to the Government, the contractor must promptly furnish such additional security as may be required from time to time to protect the interests of the Government.

11. Officials not to benefit.—No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

12. Covenant against contingent fees.—The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

13. Convict labor.—The contractor shall not employ in the performance of this contract any person undergoing sentence of imprisonment at hard labor.

14. Unsatisfactory coal.—If coal of three or more consecutive deliveries, or of deliveries aggregating 10 per cent or more of the contracted quantity, proves to be unsatisfactory in the use for which it may have been purchased, although all other conditions of the contract have been met by the contractor, the Government may, at its option:

(a) Decline to accept additional coal from the mine or mines named herein and authorize the contractor in writing to supply coal from other mines producing coal of a quality contemplated to meet the requirements of the contract, or

(b) Terminate the contract without liability to either party.

15. Payments.—The contractor shall be paid upon the submission of properly certified invoices or vouchers at prices stipulated herein for coal delivered and accepted. Unless otherwise specified, payments will be made on deliveries accepted by the Government when the amount due on such deliveries so warrants: *Provided*, That when requested by the contractor payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 per cent of the total amount of the contract. When samples are taken, as provided in paragraph 16, 10 per cent of the amount due may be withheld pending the outcome of the analyses of the samples.

(The following paragraph shall apply only when purchases may be subject to analytical tests as will be set forth in the schedules.)

16. Sampling.—All coal may be regularly and continuously sampled, or only part or parts thereof may be sampled, as the Government may elect, and in the latter event the analysis of a sample or samples shall be used as representing only the tonnage actually sampled. The collecting and preparing of samples shall be in accordance with Technical Paper No. 133 of the United States Bureau of Mines or any revision thereof. The contractor may be present at the taking of samples, but the Government shall be under no obligation to notify the contractor to be present. Samples shall be analyzed by the United States Bureau of Mines and the analysis shall be final and conclusive on the parties hereto. Coal not sampled and coal sampled and found by analysis not to show a percentage of ash 2 per cent or more in excess of the ash content specified by the contractor, shall be accepted and paid for at the contract price. If, however, the percentage of ash is shown by analysis to be 2 per cent or more in excess of the ash content specified by the contractor, the Government may, at its option:

- (a) Exercise its right to reject the coal, and require that all or any part thereof shall be removed by and at the expense of the contractor promptly after notification of rejection; or
- (b) Retain the coal, in which event a reduction in price shall be computed by multiplying the value of the coal (as determined by the contract price if it is purchased for delivery at destination, or otherwise as determined by the contract price plus freight charges by common carrier to destination) by the difference between the percentage of ash by analysis and the percentage of ash specified by the contractor. The resultant product computed to the nearest cent, shall then be deducted from the contract price.

Provided, however, That should the analyses of samples representing three or more deliveries, or of deliveries aggregating 10 per cent or more of the contracted quantity, show the coal to be in any way inferior to contract requirements, the Government may, at its option:

- (a) Decline to accept additional coal from the mine or mines named herein and authorize the contractor in writing to supply coal from other mines producing coal of a quality contemplated to meet the limits specified by the contractor; or
- (b) Decline to accept additional coal from the mine or mines named herein or subsequently authorized and purchase coal in the open market, in which event the contractor and his sureties shall be liable to the Government for any excess costs occasioned thereby.

(These purchase conditions are to be incorporated in the contract)

PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

D. O. Vou. No. _____

Bu. Vou. No. _____

**GENERAL ACCOUNTING
 OFFICE PREAUDIT**

Certified for payment in the
 sum of \$ _____

Comptroller General of the
 United States

By _____

U. S. _____
 (Department, bureau, or establishment)

Voucher prepared at _____
 (Give place and date)

THE UNITED STATES, Dr.,

To _____
 (Payee)

Address _____

Payee's Account No. _____

PAID BY

(For use of Paying Office)

No. and Date of Order	Date of Delivery or Service	Articles or Services (Enter description, item number of contract or general supply schedule, and other information deemed necessary) Terms _____ % Discount Cash _____ days	Quantity	UNIT PRICE		AMOUNT	
				Cost	Per	Dollars	Cts.
Brought forward from continuation sheet(s)							

Shipped from _____ to _____ Weight _____ Government B/L No. _____ Total _____

I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been complied with; and that State or local sales taxes are not included in the amounts billed.

(Payee must NOT use this space)

Differences _____

 Account verified; correct for _____
 (Signature or initials) _____

*Payee _____ (Sign original only)
 (This certificate not required when a like certificate is made by payee on attached bill or bills)

Per _____ Title _____

Contract No. _____ Date _____ Req. No. _____ Date _____ Invoice Rec'd _____

Pursuant to authority vested in me, I certify that the above articles were received in good condition, after due inspection, acceptance, and delivery prior to payment as required by law, or the services were performed as stated; that they were procured under the contract numbered above or the unnumbered contract attached hereto, or that they were procured without written contract, in open market, and with or without advertising, under the circumstances stated in No. _____ of "Method of or Absence of Advertising" shown on reverse hereof, and were necessary for the public service; and that the prices charged are just and reasonable and in accordance with the agreement.

† Approved for \$ _____ (Sign original only) _____

Title _____

ACCOUNTING CLASSIFICATION (for completion by Administrative Office)

Appropriation, limitation, or project symbol	Appropriation title		Limit'n or Proj't Amount	Appropriation Amount	
				Dollars	Cts.
Allotment symbol	Amount	Obligations liquidated	COST ACCOUNT		OBJECTIVE CLASSIFICATION
			Symbol	Amount	Symbol

Paid by { Check No. _____ dated _____, 19____, for \$ _____ } on Treasurer of the United States in favor of
 { Cash, \$ _____ on _____, 19____, Payee. }
 (Sign original only)

Per _____
 Title _____

* When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.
 † If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the blank space below "Approved for \$ _____", and over his official title.