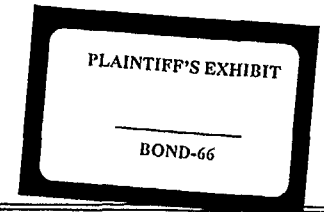




INTRA-ORGANIZATION

MEMORANDUM



FROM Julius Nemeth
TO Doug Wood
DATE June 29, 1972 SUBJECT Solicitation No. 10PR-XWS-2907 Part I
Always provide address to which reply is to be sent
Please use a separate sheet for each subject treated

Dear Doug:

Please note the attached hereto which seems to be a cost-cutting corner just set up by the government to fill out in advance the usual bid information and have it on file subject to subsequent price requests for products only. We've submitted direct from here and just want you to have this copy for your files as regards administration on any bids that we are successful in getting.

Cordially yours,

JKN/pad
Enclosure



NOTICE TO PROSPECTIVE BIDDERS

Federal Supply Service
General Services Administration
Auburn, WA 98002

Attached is Part I, Open Solicitation 10PR-XWS-2907 issued by the General Services Administration which constitutes the basic contractual terms under which various items of Federal Supply Class 8010 Paint and Related Materials will be procured on a definite quantity basis during the period specified on Page 1. If you are interested in participating as a bidder under the Part II definite quantity solicitations as may be issued from time to time, please execute one copy and return it to the address specified in Block 8 on Page 1. Part I becomes the basic contract when executed and signed by an authorized representative of your company for the entire contractual period specified. Modifications to Part I, such as time discounts for prompt payment, may be made at any time during the contractual period, providing the Contracting Officer is notified in writing.

In the interest of obtaining active and interested participants in our procurements we recommend you execute Part I only if, based on review of solicitations or procurement requests sent to your company in the past, you have found the types of materials or range of items attractive and worthwhile to bid as a potential supplier to General Services Administration.

Class: 8010, Code: 006

STANDARD FORM 33, NOV. 1969 GENERAL SERVICES ADMINISTRATION PROC. REG. (41 CFR) 1-16.101		SOLICITATION, OFFER, AND AWARD		3. CERTIFIED FOR NATIONAL DEFENSE UNDER DOSA REG. 2 AND/OR DMS REG. 1. RATING:		4. PAGE 1		OF 6	
1. CONTRACT (Proc. Inst. Ident.) NO.		2. SOLICITATION NO. 1OPR-XWS-2907 Part I ☒ ADVERTISED (IFD) ☐ NEGOTIATED (RFP)		5. DATE ISSUED 6/23/72		6. REQUISITION/PURCHASE REQUEST NO.			
7. ISSUED BY Federal Supply Service General Services Administration				8. ADDRESS OFFER TO (If other than Block 7) Business Service Center, GSA Room 1009, Federal Office Building 909 First Avenue Seattle, WA 98104					

SOLICITATION

9. Sealed offers in original ~~and~~ ~~for~~ for furnishing the supplies or services described in the Schedule will be received at the place specified in block 8, OR IF HAND-CARRIED, IN THE DEPOSITORY LOCATED IN See Block 8 until As specified in Part II of this solicitation (Time, Zone, and Date) if this is an advertised solicitation, offers will be publicly opened at that time. CAUTION—LATE OFFERS. See par. 8 of Solicitation Instructions and Conditions.

All offers are subject to the following:

1. Solicitation Instructions and Conditions, SF 33A 3/69 edition, which is attached or incorporated herein by reference.
2. The General Provisions, SF 32 11/69 edition, which is attached or incorporated herein by reference.
3. The Schedule included below and/or attached hereto.
4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference. (Attachments are listed in the Schedule.)

FOR INFORMATION CALL (Name and Telephone No.) (No collect calls.): G. Wangen 206-833-6500 Ext. 458

SCHEDULE					
10. ITEM NO.	11. SUPPLIES/SERVICES	12. QUANTITY	13. UNIT	14. UNIT PRICE	15. AMOUNT
	OPEN SOLICITATION FOR PAINT AND RELATED MATERIALS FSC Group 80, Class 8010 For the period from July 1, 1972 through June 30, 1973.				

OFFER (NOTE: Reverse Must Also Be Fully Completed By Offeror)

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

16. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 on SF 33-A) ____ % 10 CALENDAR DAYS; ____ % 20 CALENDAR DAYS; <u>2</u> % 30 CALENDAR DAYS; ____ % ____ CALENDAR DAYS.		17. OFFEROR NAME & ADDRESS (Street, city, county, state, & ZIP Code) BONDEX INTERNATIONAL, INC. Box 88 Medina County Brunswick, Ohio 44212 Area Code and Telephone No.: (216) 225-3169 ☐ Check If Remittance Address Is Different From Above—Enter Such Address In Schedule.		18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) J. K. Nemeth, President	
		19. SIGNATURE		20. OFFER DATE 6/29/72	

AWARD (To Be Completed By Government)

21. ACCEPTED AS TO ITEMS NUMBERED		22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK _____		25. NEGOTIATED ☐ 10 U.S.C. 2304(e)(1) PURSUANT TO ☐ 41 U.S.C. 252(c)(1)			
26. ADMINISTERED BY (If other than block 7) CODE _____		27. PAYMENT WILL BE MADE BY CODE _____		BON - 00714	
28. NAME OF CONTRACTING OFFICER (Type or Print)		29. UNITED STATES OF AMERICA BY: _____ (Signature of Contracting Officer)		30. AWARD DATE	

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

The Offeror represents and certifies as part of his offer that: (Check or complete all applicable boxes or blocks.)

1. SMALL BUSINESS (See par. 14 on SF 33-A.)

He ☒ is, ☐ is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder ☒ will, ☐ will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. REGULAR DEALER—MANUFACTURER (Applicable only to supply contracts exceeding \$10,000.)

He is a ☐ regular dealer in, ☒ manufacturer of, the supplies offered.

3. CONTINGENT FEE (See par. 15 on SF 33-A.)

(a) He ☐ has, ☒ has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the offeror) to solicit or secure this contract; and (b) 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 offeror) 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) above, as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)

4. TYPE OF BUSINESS ORGANIZATION

He operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☒ a corporation, incorporated under the laws of the State of

OHIO

5. AFFILIATION AND IDENTIFYING DATA (Applicable only to advertised solicitations.)

Each offeror shall complete (a) and (b) if applicable, and (c) below:

(a) He ☒ is, ☐ is not, owned or controlled by a parent company. (See par. 16 on SF 33-A.)

BON - 00715

(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

Name of Parent company and main office address RPM, INC. 2628 Pearl Road Medina, Ohio 44256

(include ZIP Code)

(c) Employer's identification number (See par. 17 on SF 33-A.)

34-0674388

(Offeror's E.I. No.)

(Parent Company's E.I. No.)

6. EQUAL OPPORTUNITY

He ☒ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; that he ☒ has, ☐ has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

7. BUY AMERICAN CERTIFICATE

The offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

8. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (See par. 18 on SF 33-A.)

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement; directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

9. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities:

A Certification of Nonsegregated facilities must be submitted prior to the award of subcontracts exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ACKNOWLEDGMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
The offeror acknowledges receipt of amendments to the Solicitation for Offers and related documents numbered and dated as follows:	200	10/1/50		
	201	10/1/50		

NOTE.—Offers must set forth full, accurate, and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THE INTERIM PROVISIONS SET FORTH BELOW SUPPLEMENT AND/OR MODIFY THOSE IN STANDARD FORMS 32, 33 AND 33A, AND GSA FORM 1424, AND ARE INCORPORATED AS PAGE 3 OF THIS SOLICITATION.

NOTICE—Requests for Explanations or Information (See Paragraph 3, Standard Form 33A)

Oral or written requests for explanations or information regarding this solicitation should be directed to:

Chief, Procurement Division, FSS, GSA
GSA Center - 10FP
Auburn, WA 98002

Attn: (Requests should be directed to Procurement Agent
indicated on Page 1, Block 9, Standard Form 33)

IMPORTANT: Do not address offers, modifications or withdrawals to above address. Use address in Block 8, Standard Form 33 and follow instructions in Paragraph 5, Standard Form 33A.

AFFIRMATIVE ACTION PROGRAMS: The following representation will be completed in addition to that made under Paragraph 6, Page 2, Standard Form 33:

The offeror represents that (1) he ☒ has developed and has on file ☐ has not developed and does not have on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) he ☐ has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.

MARKING PROVISIONS: Clause 31 of GSA Form 1424 is modified by adding "References in GSA Form 1400 to Federal Standard 123A shall be considered references to Interim Federal Standard 00123B. References to Interim Federal Standard 00281 in Interim Federal Standard 00123B are modified to read Federal Standard 313, dated July 23, 1971 and Change Notice 1, dated November 9, 1971."

PRICE CERTIFICATION:

- (a) By submission of this offer, offeror certifies that he is in compliance and will continue to comply with the requirements of Executive Order 11640, January 26, 1972, and for the duration thereof, and further certifies that the prices offered herein either conform to the requirements of Executive Order 11640, January 26, 1972, or shall be reduced accordingly at the time of any billings that are made during the effective period of the Executive Order.
- (b) Prior to the payment of invoices under this contract, the Contractor shall place on, or attach to, each invoice submitted the following certification:
"I hereby certify that amounts invoiced herein do not exceed the lower of (1) the contract price, or (2) maximum levels established in accordance with Executive Order 11640, January 26, 1972."
- (c) The Contractor agrees to insert the substance of this clause, including this paragraph (c), in all sub-contracts for supplies or services issued under this contract.

NOTICE OF MAXIMUM PERMISSIBLE ESCALATION IN WAGE AND PRICE STANDARDS: Offerors are advised of standards established under Executive Orders 11615, 11622, and 11640 setting maximum permissible percentages of escalation in wage rates and price increases. Such standards call for wage rate increases of no more than 5.5 percent per annum unless specific exceptions have been granted by the Pay Board. The price standard established by the Price Commission has the objective of holding economy-wide price increases to 2.5 percent per annum (3 percent per annum in the case of small business firms). To achieve this target, firms are allowed to increase prices to reflect allowable costs incurred since the last price increase or since January 1, 1971, whichever was later, and such costs as firms are continuing to incur, adjusted to reflect productivity gains. These price increases may not result in profit margins on sales which exceed the firm's profit margins for the highest 2 of the last 3 fiscal years ending before August 31, 1971. Average productivity gains are estimated to be 3 percent or higher for the economy annually for 1972 and 1973.

SOLICITATION COPIES: To reduce costs, a single copy of this solicitation has been mailed to most addressees on our mailing list, except active bidders responding to previous similar solicitations from this office may receive two copies. If you wish to bid, your offer must be submitted in the original only by the date specified in the solicitation. Local reproduction of an additional copy for your file is authorized. Also, an additional copy may be obtained from the Business Service Center, GSA; Room 1009, Federal Office Building; 909 First Avenue; Seattle, WA 98104; Telephone (Area Code 206) 442-5556.

BON - 00716

10. **INCORPORATION OF FORMS:** Each of the following forms is hereby incorporated by reference and made a part of this solicitation for offers, receipt of which is acknowledged by the offeror. Copies of each form, if not enclosed, are available upon request.

- a. GSA Form 1126, Consignment Information-GSA Supply Distribution Facilities, April 1972 edition.
- b. Form R10-1203, Contractor Responsibility for FSC Group 80 Items, July 1971 edition.
- c. Federal Standard 313, Symbols for Packages and Containers for Hazardous Industrial Chemicals and Materials, July 23, 1971 edition.
- d. GSA Form 1424, GSA Supplemental Provisions, March 1972 edition.

11. **SCOPE:**

- a. The purpose of Part I is to establish terms and conditions on future recurring requirements of the General Services Administration Supply Distribution Facilities listed below for Federal Supply Class 8010 Paint and related items. Part II will consist of definite quantity items under which bids can be submitted on actual requirements.
- b. It is understood and agreed that the submission of Part I, properly executed by the offeror, constitutes an agreement that all provisions contained herein will become an enforceable part of any contract awarded pursuant to this Open Solicitation. Orders for definite quantity requirements on items offered under Part II will be rejected if Part I of the Open Solicitation is not executed and on file in GSA, PSS, Auburn, WA on or before the date and time such offers are opened.

GSA Supply Distribution Facility
Building 810
Denver Federal Center
Denver, Colorado

GSA Supply Distribution Facility
Building 412
Rough & Ready Island
Stockton, California

GSA Supply Distribution Facility
Auburn
Washington

12. **PRICES:** Definite prices are not required in Part I as these are to be submitted in solicitations to be issued from time to time under Part II.

13. **METHOD OF AWARD:** The method of award will be as set forth in the definite quantity solicitations issued under Part II.

14. **AVAILABILITY FOR INSPECTION AND TESTING AND DELIVERY:** The Government requires that the supplies listed herein be made available for inspection and testing within thirty (30) days after receipt of order and be delivered to destination within twenty-one (21) days after notice of approval and release by the appropriate Government inspection representative.

Any item awarded which is under the Quality Approved Manufacturer Program is to be delivered within fifty-one (51) calendar days after receipt of order.

If the Contractor fails to make the supplies available for inspection and testing within the number of days after receipt of order specified above, or fails to make delivery to destination within the number of days after notice of approval and release by the Government inspection representative, the Contractor shall be deemed to have failed to make delivery within the purview of Article 11(a)(1) of the General Provisions, Standard Form 32.

In the event the point of inspection is changed to destination, delivery at destination is required within fifty-one (51) days after receipt of order.

15. **COLOR CHIPS:** Color of material to be furnished under this contract must conform to those included under Federal Standard 595a and Change Notice 11 and/or other standards such as Munsell colors, ANA, etc. Color chips shall be furnished to the successful offeror by the GSA Regional Quality Control Division responsible for performing the source inspection.

16. **BILLING AND PAYMENT:** Invoices shall be submitted to and payment will be made by the General Services Administration Regional Office, which is shown on the award notice or the purchase order.

17. **PACKAGING, PACKING, AND MARKING:** Packaging, packing, and marking will be as specified in item descriptions to be included in Part II definite quantity solicitations. Bidders must also assure themselves of compliance in shipment and marking requirements with directives of the Department of Transportation, Interstate Commerce Commission or other regulatory agencies of the Federal Government.

18. **VARIATION IN QUANTITY:** Article 4, Variation in Quantity, of GSA Form 1424, GSA Supplemental Provisions, is hereby deleted in its entirety and the following substituted:

A variation in quantity when caused by the conditions specified in Article 4 of Standard Form 32 will be accepted as follows:

Less than 500 gallons - plus or minus 10 percent
501 - 1000 gallons - plus or minus 5 percent
1001 gallons or more - plus or minus 3 percent

BON - 00717

19. METHOD OF DETERMINING FILL: Fill of paint in non-pressurized containers for compliance with the gallon (volume) requirement of the solicitation for offers shall be determined as described below. In cases of conflict between the specification requirement and the method described below, or in the absence of a method for determining fill in the specification, the method below shall govern.

Sample unit - The sample unit shall be one filled container.

Sample - The size of sample shall be in accordance with MIL-STD-105, Special Inspection Level S-3, except that the sample size derived from MIL-STD-105 shall be rounded off to the next highest increment of 5. At no time shall the sample size be less than 5 containers, unless the inspection lot consists of less than 5 containers, in which case all containers shall be included in the determination of fill. Random sampling shall be used.

Tare - The average weight of an empty container (tare) shall be obtained by weighing 5 empty containers and determining the average of the five.

Weight per gallon - The weight per gallon shall be determined by Method 4184.1, Federal Standard 141A.

Fill of containers - Fill of containers shall be computed by the following formula:

$$\text{Average volume per container (gallon)} = \frac{\text{Gross weight of sample minus tare weight of sample}}{\text{Weight per gallon multiplied by number of containers in the sample}}$$

20. WARRANTY OF SUPPLIES (AEROSOLS):

- a. Unless otherwise specified in this solicitation, material furnished under this contract shall have a one-year unqualified guaranteed shelf life beginning with the date of acceptance and must be guaranteed usable after normal shaking. Where a shelf life of less than one year applies, the Government's warranty requirements are expressed in terms of required number of months of unqualified guaranteed shelf life from the date of acceptance of the material from the Contractor.
- b. When material is determined unusable, Contractor must either (1) replace all defective quantities at no charge, or (2) reimburse the Government for full replacement value in an amount equal to the contract price, plus transportation charges to the destination(s) in the contract if paid by the Government, whichever is ordered by the Contracting Officer. Replacement of unusable material or reimbursement will include any transportation costs included in the contract price. This is in addition to the rights reserved to the Government under Article 5 (d), General Provisions, Standard Form 32.

21. AMENDMENT OF SPECIFICATIONS: This clause is applicable to FSC 8010 items, except aerosols, solid materials, such as stick materials, and thinners and supersedes, to the extent specified, all other provisions of the specification regarding shelf life:

The contents of original unopened containers when stored at temperatures of not less than 0 Deg. F., nor more than 115 Deg. F., for one year from the date of acceptance (for purposes of this clause, date of acceptance for standby stock contracts is the date the material was authorized for placement in standby stock) shall show no skinning, livering, curdling, hard dry caking, tough gummy sediment, putrefaction and reaction with the container. After such period, the contents shall be capable of being readily mixed in a one-gallon or five-gallon container to a smooth homogeneous state within ten minutes and twenty minutes respectively. The contents shall meet all requirements of the specification except that in the case of solvent systems the viscosity shall not exceed the specified maximum by more than 10 Krebs Units unless otherwise provided for in the specification.

After visual examination for skinning, livering, curdling, hard dry caking, tough gummy sediment, putrefaction and reaction with the container, the following mixing technique shall be used in determining compliance with specification requirements:

Shake a one-gallon container for five minutes, or ten minutes for a five-gallon container, with a mechanical shaker ("Red Devil" or equivalent). Then remove the lid and pour off the supernatant liquid into a clean container. Stir any remaining paste with a clean, broad, flat paddle until uniform consistency is obtained, thoroughly incorporating any pigment which remained on the sides and bottom of the container. Return the liquid, which was originally poured off, in small increments with continuous manual stirring. The manual mixing and stirring shall be completed within five minutes for a one-gallon container and within ten minutes for a five-gallon container.

22. WARRANTY OF SUPPLIES: This clause is applicable to FSC 8010 items, except aerosols:

- a. Notwithstanding inspection and acceptance by the Government for products furnished under this contract or any provisions of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of one year from the date of acceptance of the item the material will comply with the specifications; except in the case of solvent systems, the viscosity may exceed the specified maximum to the extent of 10 Krebs Units, unless otherwise specified.
- b. The Regional Quality Control Representative, as the Contracting Officer's Representative, shall request the Contractor to replace any deficient material covered by this warranty immediately (but not later than three (3) weeks from receipt of the request). The request shall contain information concerning the deficiencies found, the location of the material, and the quantity which is involved.
- c. If Contractor fails to replace or to make a firm commitment for the replacement of the deficient material within the time specified in (b) above, the Contracting Officer, having been advised by the Quality Control Division of the Contractor's refusal or inability to make timely replacement of any deficient materials, shall give written notice of breach of warranty to the Contractor. The Contracting Officer's notice shall require that Contractor either:
 - (1) Correct or replace any product or part thereof that does not conform with the requirements of this contract within the meaning of paragraph (a) of this warranty, or,
 - (2) Furnish prompt refund to the Government in an amount equal to the contract price, including transportation charges to the destination(s) in the contract if paid by the Government.
- d. If the Contractor fails or refuses to correct or replace the nonconforming supplies or refund the purchase price within a period of thirty(30) days after receipt of notice from the Contracting Officer, the Contracting Officer may, by contract or otherwise, correct or replace them with similar supplies and charge to the Contractor the cost occasioned to the Government thereby. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplies.
- e. Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered.
- f. Failure to agree upon any determination made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.
- g. The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

23. ACCEPTABLE AGE OF MATERIAL: If an item shows an acceptable age requirement in its description, the Contractor shall not furnish material that is older. In the event material is furnished which exceeds the acceptable age requirement, the Government may exercise the rights reserved to it under Article 5 (b), General Provisions (Supply Contract), Standard Form 32.

24. IDENTIFICATION OF SUBCONTRACTORS: Offerors shall list below known subcontractors whose subcontracts will exceed \$50,000.00:

Name of Subcontractor

Address

25. CONTACT FOR CONTRACT ADMINISTRATION: In the event your firm receives a contract as a result of this solicitation, designate a person we may contact for prompt contract administration, showing:

Name: Douglas Wood

Title: Vice President

Area Code: 314

Telephone No: 225-5001

Address: 3616 Scarlet Oak Boulevard St. Louis, Missouri

Zip Code: 63122

PART II

BON - 00719

This part will consist of actual solicitations issued from time to time for definite quantities of paint and related materials under various Federal and Military Specifications or purchase descriptions.

ANNOUNCEMENTS PUBLICIZING SPECIAL HIRING PROGRAMS

WAR ON POVERTY

In support of the Nation's war on poverty, your firm may be interested in the availability of qualified employees through the Job Corps Placement Program and the Neighborhood Youth Corps. By actively participating in these programs it will be helping the war on poverty. If you are interested and desire details, please write to the Placement Division, Job Corps, Office of Economic Opportunity, Washington, D.C. 20506, or to "JOBS", Neighborhood Youth Corps, U.S. Department of Labor, Washington, D.C. 20036. THIS IS NOT A CONTRACT REQUIREMENT.

PRESIDENT'S YOUTH OPPORTUNITY CAMPAIGN

In the summer season we face the prospect of two million or more young Americans, 16 through 21, looking for work with little hope of finding it. For many no job in the summer will mean no school in the fall. Others will be trying to start their careers. Private employers have been urged to hire extra youth in the summer. Support the President's Youth Opportunity Campaign by calling your local State Employment Service office today or by writing to Summer Jobs, Secretary of Commerce, Youth Opportunity Campaign, Washington, D.C. 20230. THIS IS NOT A CONTRACT REQUIREMENT.

BUSINESSMEN TACKLE PROBLEM OF HARDCORE UNEMPLOYED

Business leaders have formed a partnership with Government to seek to solve the problem of hardcore unemployment in the 50 largest U.S. cities. An organization, the National Alliance of Businessmen, has been established with headquarters in Washington, D.C., and branches in each of the 50 cities. Alliance goals are to have 500,000 hardcore unemployed on the job by 1971 (100,000 by June 1969) and to find 200,000 summer jobs for needy youth of the inner cities. Government funds are available to reimburse employers for the excess costs of training the hardcore unemployed.

We encourage you to participate in this program, and to pledge JOBS for and hire hardcore personnel who might otherwise be unemployed. Pledges may be made through your local office of the State Employment Service. For additional information, including information about the local availability of qualified employees, contact the manager of the local office of the State Employment Service nearest you. THIS IS NOT A CONTRACT REQUIREMENT.