



INTRA-ORGANIZATION

MEMORANDUM

PLAINTIFF'S EXHIBIT

BOND-60

FROM Julius Nemeth
TO Doug Wood
DATE May 1, 1972 SUBJECT Solicitation No. 3FP-BB-R-3085-3-21-72
Always provide address to which reply is to be sent
Please use a separate sheet for each subject treated

Dear Doug:

Please note the government contract award herewith for an indefinite period of time and covering a small group of products shown on page 17.

We've listed you as contract administrator and shipping point as St. Louis, but undoubtedly if we get any for the Franconia, Virginia address, you will want to relay to Toms River for handling there. Just for your files in the event orders do come through on this.

Cordially yours,

JKN/pad
Enclosure

STANDARD FORM 33, NOV. 1969 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101		SOLICITATION, OFFER, AND AWARD		3. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING: DOK-1		4. PAGE 1		OF 27	
1. CONTRACT (Proc. Inst. Ident.) NO. GS-03S-38050		2. SOLICITATION NO. 3FP-BB-R- 3085-3-21-72 ☒ ADVERTISED (IFB) ☐ NEGOTIATED (RFP)		5. DATE ISSUED 3-2-72		6. REQUISITION/PURCHASE REQUEST NO. ☒			
7. ISSUED BY Federal Supply Service General Services Administration		CODE 3FPI		8. ADDRESS OFFER TO (If other than Block 7) GSA, Region 3, Business Service Center 7th & D Sts., S. W., Attn: Bid Room 1701 Washington, D. C. 20407 IFB No.: 3FP-BB-R-3085-3-21-72					

SOLICITATION

9. Sealed offers in original and one copies 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 10:30 A.M., 3-21-72, local time at the place of bid opening. 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. The attached Solicitation Instructions and Conditions, SF 33-A.
 2. The General Provisions, SF 32-1-69 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.):
 K. Martin (Area Code 202) 962-6040

SCHEDULE

10. ITEM NO.	11. SUPPLIES/SERVICES	12. QUANTITY	13. UNIT	14. UNIT PRICE	15. AMOUNT
X	REQUIREMENTS CONTRACT FOR FSC CLASS 8010 - PAINT, MISCELLANEOUS SPECIFICATIONS For the period: April 1, 1972 (For Items 1 thru 36 and 58 thru 76) and May 1, 1972 (For Items 37 thru 57) or date of award, whichever is later through October 31, 1972.				

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; 2 % 30 CALENDAR DAYS; _____ % _____ CALENDAR DAYS.

17. OFFEROR NAME & ADDRESS The Reardon Company Box 88 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, Pres. 19. SIGNATURE 20. OFFER DATE 3/7/72	
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AWARD (To Be Completed By Government)

21. ACCEPTED AS TO ITEMS NUMBERED encircled in red,		22. AMOUNT Indefinite		23. ACCOUNTING AND APPROPRIATION DATA SEE BLOCK 27	
24. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK <u>27</u>		25. NEGOTIATED ☐ 10 U.S.C. 2304(a)(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 TO BE SHOWN ON ORDERS ISSUED UNDER THIS CONTRACT.	
28. NAME OF CONTRACTING OFFICER (Type or Print) W. L. Tesh, Jr.		29. UNITED STATES OF AMERICA BY: <i>W. L. Tesh, Jr.</i> (Signature of Contracting Officer)		30. AWARD DATE APR 14 1972	

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS.

As used herein:

(a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.

(b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.

(c) For purposes of this solicitation and Block 2 of Standard Form 33, the term "advertised" includes Small Business Restricted Advertising and other types of restricted advertising.

2. PREPARATION OF OFFERS.

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

(g) Code boxes are for Government use only.

3. EXPLANATION TO OFFERORS. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS. Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the reverse of Standard Form 33, or (c) by letter or telegram. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

5. SUBMISSION OF OFFERS.

(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see par. 8.)

(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

6. FAILURE TO SUBMIT OFFER. If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

7. MODIFICATION OR WITHDRAWAL OF OFFERS.

(a) If this solicitation is advertised, offers may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. (However, see par. 8.)

(b) If this solicitation is negotiated, offers may be modified (subject to par. 8, when applicable) or withdrawn by written or telegraphic notice received at any time prior to award. Offers may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer prior to award.

8. LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS. (This paragraph applies to all advertised solicitations. In the case of Department of Defense negotiated solicitations, it shall also apply to late offers and modifications (other than the normal revisions of offers by selected offerors during the usual conduct of negotiations with such offerors) but not to withdrawals of offers. Unless otherwise provided, this paragraph does not apply to negotiated solicitations issued by civilian agencies.)

(a) Offers and modifications of offers (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless: (1) they are received before award is made; and either (2) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the Government that the late receipt was due solely to delay in the mails for which the offeror was not responsible; or (3) if submitted by mail (or by telegram if authorized) it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; provided, that timely receipt at such installation is established upon examination of an appropriate date or time stamp (if any) of such installation, or of other documentary evidence of receipt (if readily available) within the control of such installation or of the post office serving it. However, a modification of an offer which makes the terms of an otherwise successful offer more favorable to the Government will be considered at any time it is received and may thereafter be accepted.

(b) Offerors using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late offer was timely mailed.

(c) The time of mailing of late offers submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the offeror furnishes evidence from the post office station of mailing which establishes an earlier time. In the case of certified mail, the only acceptable evidence is as follows: (1) where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the offeror which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item, and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the offer shall not be considered.

9. DISCOUNTS. (a) Notwithstanding the fact that a blank is provided for a ten (10) day discount, prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and

NOTICE - Requests for Explanations or Information (See Paragraph 3, SF 33A.)

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

Procurement Division, F.S.S., GSA
7th and D Streets, S. W.
Washington, D. C. 20407
Attn.: K. Martin (3FPI)
Telephone: (Area Code 202) 962-6040

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

INCORPORATION OF FORMS: Each of the following forms, receipt of which is acknowledged by the bidder, is hereby incorporated by reference and made a part of this solicitation. Copies of each form, if not enclosed, are available upon request from the Issuing Office shown on Page 5 of this solicitation or from any General Services Administration Business Service Center:

- (a) GSA Form 1424, Supplemental Provisions (Supply Contract), July 1971 edition, with the following modifications:

Marking Provisions - Clause 31 of GSA Form 1424 is modified by changing "Federal Standard 123A" to "Interim Federal Standard No. 00123B".
References in GSA Form 1400 to Federal Standard 123A shall be considered references to Interim Federal Standard No. 00123B.

Notice of Shipment - Clause 37 is supplemented as follows:

For all carload shipments for delivery to GSA Supply Distribution Facilities, the Contractor shall furnish the GSA Depot Manager at the receiving depot by telegram (TWX or Niteletter), on the day of shipment the following information: Car number, routing, date of shipment, estimated arrival date and purchase order number.

Variation in Quantity - Article 4, Variation in Quantity, 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, provided that such variation is not in excess of ten percent of the quantity ordered.

Add following:

UTILIZATION OF MINORITY BUSINESS ENTERPRISES

- (1) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

- (c) The Contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts for supplies or services issued under this contract.

CONTRACTOR AND SUBCONTRACTOR LISTING REQUIREMENTS

- (1) As provided by 41 CFR 50-250, the Contractor agrees that all employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by the contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall, to the maximum extent feasible, be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such periodic reports to such local office regarding employment openings and hires as may be required: Provided, that this provision shall not apply to openings which the Contractor fills from within the Contractor's organization or are filled pursuant to a customary and traditional employer-union hiring arrangement and that the listing of employment openings shall involve only the normal obligations which attach to the placing of job orders.
- (2) The Contractor agrees further to place the above provision in any subcontract directly under this contract.
- (c) GSA Form 1126, Consignment Information - GSA Supply Distribution Facilities, June 1971 edition.

SPECIAL PROVISIONS

1. SCOPE OF CONTRACT: This contract provides for the normal supply requirements of the General Services Administration Supply Distribution Facilities as identified herein during the period shown on page 1. The General Services Administration is obligated, except in exigencies or as may be otherwise provided herein, to purchase hereunder such quantities as may be needed from time to time to fill any such supply distribution facilities requirement determined in accordance with the currently applicable procurement and supply procedures. Except as otherwise provided herein, the Contractor is obligated to deliver hereunder all such quantities as may be so ordered from time to time. The quantities shown represent the estimated requirements for each item during the contract period, and are furnished only for the information of bidders, but shall not be construed to represent any amount which the Government shall be obligated to purchase under the contract nor relieve the Contractor of his obligation to fill all orders which may be placed hereunder.
2. MINIMUM ORDER LIMITATION: No ordering office will be obligated to order and no Contractor will be obligated to make any delivery amounting to less than fifteen (15) bags per item of Items 1 through 6, or less than 50 gallons of

any Contractor in excess of his production capacity, offerors are requested to indicate, in the spaces provided, the total quantity per month which they are willing to furnish of any item or group of items involving the use of the same production facilities. Since the number of items or groups of items on which any offeror may be eligible for award cannot be determined in advance of opening of offers, offerors are urged, in setting their monthly supply potentials, to group as many items or groups of items as possible. Such grouping will make it possible for the Government to make fullest use of the production facilities of each offeror. For example, if an offeror's production facilities can be used to produce any of the items or groups of items covered by the solicitation, the offeror may insert a single overall limitation on the quantity he can supply applicable to all items or groups of items. Bidders are cautioned that in order to qualify for an award, the offeror's monthly supply potential must cover the Government's estimated peak monthly requirement for each group or individual item to be awarded to the offeror. Groups or individual items will not be subdivided for award purposes.

Offeror's Monthly Supply Potential

<u>Items or Groups of Items</u>	<u>Offeror's Monthly Supply Potential</u>
<u>Group 1</u>	<u>In excess of</u>
<u>Group 2</u>	<u>requirement</u>
<u> </u>	<u> </u>

The Government is obligated to place pursuant to this contract all orders for the supplies covered herein, except (1) orders for less than that which may be specified in a Minimum Order Limitation clause, (2) orders in excess of that which may be specified in a Maximum Order Limitation clause, and (3) in the case of exigencies as specified in the Scope of Contract clause.

The Government's estimated peak monthly and estimated requirements for the period of this contract are furnished for the information of offerors, but shall not be construed to represent any amount which the Government shall be obligated to purchase under the contract (except as may be provided in a Guaranteed Minimum clause).

If an offeror does not provide a monthly supply potential, he will be deemed to offer to furnish one hundred and twenty-five percent (125 percent) of the Government's estimated peak monthly requirement for the item or group of items, which quantity shall then be considered as his stated monthly supply potential.

For each item or groups of items awarded him pursuant to this solicitation, the successful offeror (Contractor) shall be obligated to fill all orders

10. QUANTITY TO SHIPPING CONTAINER:

50 lb. bag: Each 50 lb. bag is a shipping container.

Gallon: 4 cans

5 Gallon: Each five gallon pail is a shipping container.

11. STANDARD PACK ITEMS: Clause 30(a) of GSA Form 1424 is applicable to all items.

12. MARKING REQUIREMENTS: In addition to any special markings required by the material specification, marking shall be in accordance with Federal Specification TT-P-143b, dated March 13, 1970, and Interim Amendment 3, dated April 15, 1971.

13. SPECIAL MARKING REQUIREMENTS - LEAD BASE PAINT: Public Law 91-695, approved January 13, 1971, has the effect of preventing the use of "lead base" paint in Federal or Federally assisted residential structures. Therefore, the following marking requirements will apply to items as designated throughout the schedule of items:

PUBLIC LAW 91-695
PROHIBITS THIS PAINT
BEING USED FOR
RESIDENTIAL STRUCTURES

The marking shall be placed on the top of each can, pail and drum and on the side or end of the shipping carton which has the Federal Stock Number and nomenclature. The marking shall be applied by means of a label or by stenciling. The size of the lettering shall be in proportion to the size of the container to which applied, however on fiberboard boxes and 55-gallon drums it need not be larger than one-half inch. The color of the label or stencil shall be in contrast to the background.

14. FEDERAL STOCK NUMBERS: Marking instructions require the use of Federal Stock Numbers on all containers. Stock numbers are subject to change during the life of the contracts awarded pursuant to this Invitation for Bids. In the event of such change, both the original and revised stock numbers may be indicated on the Purchase Orders issued against the contract. In such instances, marking must include both the original and revised numbers.

15. PLACEMENT OF ORDERS: Orders will be placed by the appropriate GSA Regional Office(s) involved.

16. CONTRACTOR RESPONSIBILITY: The Contractor inspection responsibility, set forth in Clause 5, Inspection, of GSA Form 1424, GSA Supplemental Provisions, is supplemented as follows:

- (a) Contractor quality control provisions: The Contractor shall maintain an effective quality control system acceptable to the Government

STANDARD FORM 36, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101		CONTINUATION SHEET		REF. NO. OF DOC. BEING CONT'D. 3FP-BB-R-3085-3-21-72		PAGE 17	OF 27	
NAME OF OFFEROR OR CONTRACTOR								
ITEM NO.	SUPPLIES/SERVICES				QUANTITY	UNIT	UNIT PRICE	AMOUNT
	EPMR: ESTIMATED PEAK MONTHLY REQUIREMENTS IN GALLONS COLOR CHIP CONTAINER FSN COLOR NO. SIZE EPMR 7 MOS. EST. REQ.							
	8010- PAINT, CEMENT-WATER, POWDER, WHITE AND TINTS (FOR INTERIOR AND EXTERIOR USE): In accordance with Federal Specification TT-P-21 dated June 30, 1942 and Amendment No. 2 dated August 22, 1951. Type I-65 per cent Portland Cement, Class A, without siliceous aggregate; in a 50 pound bag. Color shall be white; packaged in accordance with manufacturers commercial practice. Each 50-lb. bag is a shipping container. Marking: Each bag shall be marked in accordance with Federal Standard 123 and shall include the Federal Stock Number, Noun Name, Contractor's name and address, color designation, contract and purchase order number, and the date of manufacture in terms of month and year (not by code): GROUP 1 (Items 1 thru 3)							
	286-7722 White 50 lb.							
1.	FOB Hingham, Mass. 15				30	BG	6.80	\$204.00
2.	FOB Edison, N. J. 15				30	BG	6.80	204.00
3.	FOB Chicago, Ill. 15				30	BG	6.80	204.00
	GROUP 2 (Items 4 thru 6)							
	286-7722 White 50 lb.							
4.	FOB Franconia, Va. 15				30	BG	6.80	204.00
5.	FOB Duluth, Ga. 15				30	BG	6.80	204.00
6.	FOB Ft. Worth, Tex. 15				30	BG	6.80	204.00

identical containers at one time. This batch number will be marked on all containers and will be annotated on Contractor's inspection and test reports.

17. COLOR CHIPS: Colors of material to be furnished under this contract must conform to those included under Federal Standard 595A and/or other standards such as Munsell Colors, ANA, etc. Color chips shall be furnished to the successful bidder by the GSA Regional Quality Control Division responsible for performing the source inspection.
18. WARRANTY OF SUPPLIES:
 - (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 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 materials 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:
 - (i) 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
 - (ii) Furnish prompt refund to the Government in an amount equal to the contract price, plus 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 non-conforming supplies or refund the purchase price within a period of 60 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

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.

20. 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, Fed. Std. 141.

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

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

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

NAME	Douglas Wood	TITLE	Vice President
ADDRESS	3616 Scarlet Oak Boulevard	St. Louis, Missouri	63122
		ZIP CODE	
AREA CODE	314	TELEPHONE NO.	225-5001

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NAME OF OFFEROR OR CONTRACTOR									
ITEM NO.	SUPPLIES/SERVICES					QUANTITY	UNIT	UNIT PRICE	AMOUNT
EPMR: ESTIMATED PEAK MONTHLY REQUIREMENTS IN GALLONS									
	FSN	COLOR	COLOR CHIP NO.	CONTAINER SIZE	EPMR	7 MOS. EST. REQ.			
8010-									
<u>GROUP 6 (Items 16 thru 18)</u>									
	286-8491	Black	17038	1 Gal.					
16.	FOB Franconia, Va.				52	52	CN		
17.	FOB Duluth, Ga.				52	52	CN		
18.	FOB Ft. Worth, Tex.				52	224	CN		
PAINT, RUBBER: For swimming pools and other concrete and masonry surfaces: In accordance with Federal Specification TT-P-95A dated February 15, 1965 and Amendment No. 3 Type I natural-rubber base (chlorinated rubber), Class B, semigloss; color shall be in accordance with Federal Standard 595A. Color, color chip number and container size shall be as indicated by each Federal Stock Number below:									
<u>GROUP 7 (Items 19 thru 20)</u>									
FOB Hingham, Mass.									
19.	291-1068	White	27875	1 Gal.	52	52	CN		
20.	291-1069	White	27875	5 Gal.	55	50	PL		
<u>GROUP 8 (Items 21 thru 22)</u>									
FOB Edison, N. J.									
21.	291-1068	White	27875	1 Gal.	52	52	CN		
22.	291-1069	White	27875	5 Gal.	120	112	PL		
<u>GROUP 9 (Items 23 thru 24)</u>									
FOB Norfolk, Va.									
23.	291-1068	White	27875	1 Gal.	52	52	CN		
24.	291-1069	White	27875	5 Gal.	50	10	PL		

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NAME OF OFFEROR OR CONTRACTOR								
ITEM NO.	SUPPLIES/SERVICES				QUANTITY	UNIT	UNIT PRICE	AMOUNT
EPMR: ESTIMATED PEAK MONTHLY REQUIREMENTS IN GALLONS								
COLOR CHIP CONTAINER <u>FSN</u> <u>COLOR</u> <u>NO.</u> <u>SIZE</u> <u>EPMR</u> 7 MOS. <u>EST. REQ.</u>								
8010-								
<u>GROUP 14 (Items 34 thru 36)</u>								
	527-3192	Int'l	12197	1 Gal.				
		Orange						
34.	FOB Franconia, Va.		52		176	CN		
35.	FOB Duluth, Ga.		52		156	CN		
36.	FOB Ft. Worth, Tex.		52		152	CN		
PAINT, ALKYD, ODORLESS, INTERIOR, FLAT: In accordance with Federal Specification TT-P-30d, dated June 27, 1967. Color shall be in accordance with Federal Standard 595A. Color, color chip number and container size shall be as indicated by each Federal Stock Number below:								
<u>GROUP 15 (ITEMS 37 thru 41)</u>								
	664-0540	Green	34672	1 Gal.				
37.	FOB Hingham, Mass.		52		52	CN		
38.	FOB Edison, N. J.		176		836	CN		
39.	FOB Franconia, Va.		92		424	CN		
40.	FOB Norfolk, Va.		252		1176	CN		
41.	FOB Duluth, Ga.		52		52	CN		
<u>GROUP 16 (Item 42)</u>								
	664-0540	Green	34672	1 Gal.				
42.	FOB Chicago, Ill.		52		112	CN		
<u>GROUP 17 (Item 43)</u>								
	664-0540	Green	34672	1 Gal.				
43.	FOB Ft. Worth, Tex.		52		52	CN		

STANDARD FORM 36, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101		CONTINUATION SHEET		REF. NO. OF DOC. BEING CONT'D. 3FP-BB-R-3085-3-21-72		PAGE 23	OF 27		
NAME OF OFFEROR OR CONTRACTOR									
ITEM NO.	SUPPLIES/SERVICES					QUANTITY	UNIT	UNIT PRICE	AMOUNT
EPMR: ESTIMATED PEAK MONTHLY REQUIREMENTS IN GALLONS									
	FSN	COLOR	COLOR CHIP NO.	CONTAINER SIZE	EPMR	6 MOS. EST. REQ.			
8010-									
<u>GROUP 23 (Items 56 thru 57)</u>									
FOB Ft. Worth, Tex.									
56.	664-7091	White	37875	1 Gal.	80	360	CN		
57.	550-5274	White	37875	5 Gal.	70	62	PL		
PAINT, INTERIOR, WHITE AND TINTS, FIRE RETARDANT: In accordance with Interim Federal Specification TI-P-0026b, dated August 24, 1961 and Amendment 3 dated February 27, 1970. Color shall be in accordance with Federal Standard 595A. Color, color chip number and container size shall be as indicated by each Federal Stock Number below:									
<u>GROUP 24 (Items 58 thru 61)</u>									
	559-2993	White	37886	1 Gal.		7 MOS. EST. REQ.			
58.	FOB Hingham, Mass.				52	52	CN		
59.	FOB Edison, N. J.				52	52	CN		
60.	FOB Franconia, Va.				52	52	CN		
61.	FOB Duluth, Ga.				52	52	CN		
<u>GROUP 25 (Item 62)</u>									
	559-2993	White	37886	1 Gal.					
62.	FOB Chicago, Ill.				52	52	CN		
<u>GROUP 26 (Item 63)</u>									
	559-2993	White	37886	1 Gal.					
63.	FOB Ft. Worth, Tex.				52	52	CN		

STANDARD FORM 36, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101		CONTINUATION SHEET		REF. NO. OF DOC. BEING CONT'D. 3FP-BB-R-3085-3-21-72		PAGE 25	OF 27
NAME OF OFFEROR OR CONTRACTOR							
ITEM NO.	SUPPLIES/SERVICES				QUANTITY	UNIT	UNIT PRICE
EPMR: ESTIMATED PEAK MONTHLY REQUIREMENTS IN GALLONS							
	FSN	COLOR	COLOR CHIP NO.	CONTAINER SIZE	EPMR	7 MOS. EST. REQ.	
	8010-						
	<u>GROUP 30 (Items 73 thru 75)</u>						
	823-7962	White	37875	1 Gal.			
73.	FOB Franconia, Va.				52	52	CN
74.	FOB Duluth, Ga.				576	2688	CN
75.	FOB Ft. Worth, Tex.				648	3012	CN
PAINT, POLYVINYL, ACETATE EMULSION, EXTERIOR: In accordance with Federal Specification TT-P-55b, dated April 27, 1965 and Amendment 1 dated March 18, 1971. Type I or II. Color shall be in accordance with Federal Standard 595A. Color, color chip number and container size shall be as indicated by each Federal Stock Number below:							
	<u>GROUP 31 (Item 76)</u>						
	847-0078	White	37875	1 Gal.			
76.	FOB Duluth, Ga.				752	3492	CN

REQUEST FOR BRAND NAME INFORMATION

Information provided on this form is NOT a part of your bid and will NOT be included in bid evaluation.

IFB No. 3FP-BB-R-3085- Contract No. _____

End of contract period October 31, 1972 Bidder _____

In the event that any of the Federal Stock Numbered items in this Invitation for Bids are sold under a brand name, it is requested that the following information be furnished with your bid:

Federal Stock Number	*Brand Name and/or Model No.	**Manufacturer Code No.	***Manufacturer's Code No.
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8010-664-7091

8010-823-7962

8010-847-0078

*The brand name under which each Federal Stock Numbered item is sold through retail or other outlets (must be the same item, except for packaging and marking, as to be furnished in response to this IFB).

**The producer of the brand name item (not vendor or jobber).

***Leave blank.

The above information provided by the successful bidder(s) will be published by GSA and released to consumers through Federal Information Centers.