



## Boeing Commercial Airplanes (BCA) Terms and Conditions

### 0XXX -- SOLICITATION INFORMATION

NEW NO.	OLD NO.	REV NO.	CLAUSE TITLE/TEXT
00XX			<b>INSTRUCTIONS, CONDITIONS AND EVALUATION</b>
0001		<b>072110</b>	SOLICITATION INSTRUCTIONS
			Seller shall comply with the instructions herein when responding to the solicitation.
			<p>1. Solicitation responses received after the specified "Bid Close Date" may be considered nonresponsive. Any extension of the "Bid Close Date" must be approved by the Boeing Purchasing Representative.</p> <p>2. Seller shall provide pricing for the next highest quantity break, if any, above the quantity specified herein.</p> <p>3. Solicitation responses must be based upon zero shipping tolerance. If Seller's offering price can be reduced by allowing for shipping tolerances, Seller must so indicate by quantifying the reduction and specifying the shipping tolerance.</p> <p>4. Seller shall indicate any manufacturer's part number if the solicitation response proposes an equivalent item other than the requirement stated herein.</p> <p>5. Seller shall return the original Request For Quotation, completed with the information indicated below and signed and dated. If Seller received a Request For Proposal (RFP), the information indicated below must be provided as part of the solicitation response:</p> <p>a. Terms of Payment;</p> <p>b. FOB point (if different);</p> <p>c. Unit price for quantities indicated, Seller's corresponding unit of measure and the extended price (total of the quantity required multiplied by the unit price);</p> <p>d. Seller's delivery schedule. Note that if Seller can deliver in accordance with the Boeing required schedule, a separate indication of schedules is not required;</p> <p>e. Production lead-time required (in weeks).</p> <p>6. Seller shall carefully review all documents referenced and received with Boeing's solicitations (RFP/RFQ) to ensure the following:</p>

		<p>a. All information required to properly respond to the solicitation has been received;</p> <p>b. All tooling and material requirements, processes and procedures are understood and priced accordingly in the response to the solicitation.</p> <p>7. Seller accepts the responsibility to contact the Boeing Purchasing Representative, at the number noted on the solicitation, to resolve questions or concerns regarding the solicitation.</p> <p>8. Requests from successful Seller (i.e., Bidder) for additional funding or schedule adjustments to cover factors not initially included in the response to the solicitation will not be recognized by Boeing; thus Seller shall be held liable to meet all requirements, including but not limited to price and delivery, as originally quoted.</p> <p>9. Seller acknowledges by its response to this solicitation that no former Boeing employee is representing Seller in connection with this solicitation or any resulting order.</p>
0002	NEW*	SPECIAL INSTRUCTIONS REGARDING PARTS MANUFACTURER APPROVAL
		<p>Work awarded pursuant to this solicitation will result in Seller providing parts which will be installed into a Federal Aviation Administration (FAA) type certificated Aircraft (parts hereinafter designated "Aircraft Parts"). Except for standard parts (such as nuts and bolts) conforming to established industry or United States specifications. Aircraft Parts must be produced under an FAA approval such as a Technical Standard Order (TSO) or Parts Manufacturer Approval (PMA) or an equivalent foreign approval recognized by the FAA under a bilateral agreement with the government of the foreign country.</p> <p>Federal Aviation Regulation, Part 21, Subpart K, applies to this transaction.</p> <p>Seller must complete and return with its solicitation response Form DAC 26-913, Representations Regarding Approval Status of Seller, which form may be found in Section V of Form DAC 26-730, Solicitation Clauses and Terms and Conditions for Procurement. Seller will indicate its status with respect to the required government approval or its commitment to obtain the required government approval (as mandated by the general terms and conditions of the anticipated award) on the form.</p>
0004	NEW*	QUOTATIONS SENT VIA FACSIMILE (FAX)
		<p>Return of the solicitation response via facsimile (FAX) transmission to Boeing is expressly authorized. Reference the solicitation number on the FAX cover sheet and include the Boeing address and the name and location of the Boeing Purchasing Representative. The telephone number of the FAX machine(s) authorized to receive the transmission of the solicitation response is indicated on the solicitation. In addition, Seller shall send the original solicitation response to the Boeing Purchasing Representative in accordance with the requirements of Clause 0005, as applicable. WARNING: to ensure the integrity of the solicitation process, Boeing strongly urges Sellers to use only FAX machine(s) specifically authorized for receipt of controlled bids and reserves the right to deem any solicitation response to be nonresponsive and ineligible for award if it was submitted via a FAX machine not authorized in writing by Boeing.</p>
0004A	NEW*	FAX-ONLY QUOTATIONS

			Return of the solicitation response via facsimile (FAX) transmission to Boeing is expressly authorized and is the only acceptable method of response. Reference the solicitation number on the FAX cover sheet and include the Boeing address and the name and location of the Boeing Purchasing Representative. The telephone number of the FAX machine(s) authorized to receive the transmission of the solicitation response is indicated on the solicitation. Suppliers are cautioned that responses received after the date required by the solicitation or by means other than FAX will not be considered.
0005	NEW*		RETURN QUOTE TO BID CONTROL
			Return the solicitation response via U.S. mail or recognized common carrier in the Boeing (blue) bid envelope, Form DAC 26-661, to the address indicated on the solicitation. To ensure the solicitation response is received by the proper Bid Control Center, the specific location and internal mail code must be incorporated into the address by the Buyer. Reference the solicitation number on the envelope. If the solicitation response cannot be placed in the envelope provided, the Boeing bid envelope must be attached to the outside of the package. Where multiple volumes of the solicitation response are provided, only the volume which contains the cost or pricing information must go to bid control. All other volumes may be sent directly to the Boeing Purchasing Representative.
0005A			RESERVED
0006		<b>072110</b>	RETURN QUOTE TO BUYER
			Return the solicitation response via U.S. mail, common carrier, electronic system or facsimile (FAX) directed to the attention of the buyer at the address shown on the solicitation. The Buyer's name, location, internal mail code and the telephone number of the FAX machine(s) authorized to receive transmission of solicitation responses are shown on the solicitation.
0010	D-5		SELLER SIZE AND POINT OF MANUFACTURE
			Seller's solicitation response must state the number of employees of Seller, the place of manufacture of the items, and whether Seller is a large or small business.
0015	D-11	<b>072110</b>	Deleted
0020	D-12		SELLER OFFSET COMMITMENT
			<p>Seller's solicitation response must include a firm commitment to support Boeing's offset, coproduction and similar obligations to certain foreign governments (hereinafter collectively called "offset" obligations). These offset obligations have been accepted by Boeing as requirements for the sale of products to these foreign customers. The commitment proposed by Seller will be a factor in Boeing's evaluation of Seller's solicitation response.</p> <p>In order that Seller's commitment relates to Boeing's offset obligations, such firm commitment is expected to approximate twenty-five percent (25%) of the value of any contract that may be awarded as a result of this solicitation.</p> <p>Most offset obligations require approximately one-third of the total to be in coproduction (aircraft related products) and the remaining two-thirds can be in counter-trade (goods and services used in any of Seller's operations;</p>

			<p>transfers of technology, joint ventures; and travel and tourism involving the customer airline).</p> <p>Obtaining credit for offset commitments by Boeing and Boeing's suppliers requires a formal procedure that varies among the countries. Credits are usually granted for business instigated by Boeing and its suppliers with advance notice to the customers.</p> <p>If a contract is awarded to Seller as a result of this solicitation, an agreement separate from the awarded contract will be entered into to cover the details of Seller's firm commitment.</p> <p>If additional information regarding the offset program is necessary for Seller to respond to this solicitation, contact the Boeing Purchasing Representative. Questions and answers will be provided to all respondents.</p>
0030	G-2		EVALUATION OF QUOTE
			Boeing reserves the right to reject any and all solicitation responses and to evaluate all solicitation responses with regard to quality, price, assurance of timely delivery, and all other factors that Boeing, in its sole discretion, deems relevant.
0031	B-6		ALTERNATE QUOTES
			Seller is invited to submit additional, alternate solicitation responses which might reduce the price by taking advantage of price breaks, delivery schedule variations, more economical packaging, bulk handling or changes to configurations, materials, tolerances, finishes, etc. which will not impair any essential characteristics of form, fit or function, such as service life, reliability, ease of maintenance or interchangeability.
0032	C-1		QUOTE FIRM FOR THREE MONTHS
			Seller must accompany its solicitation response with a written assurance that it will be held open and not revoked for lack of consideration for a period of three (3) months.
0033	<b>NEW*</b>	<b>072110</b>	BEST VALUE
			The offerer is advised that this solicitation shall be evaluated based on price/cost, past delivery performance, and past quality performance factors. Boeing shall use the data set forth in its Boeing Enterprise Supplier Tool (BEST) to determine the past delivery and quality performance in such evaluation.
0040	G-1		NO BID RESPONSE
			If Seller declines to submit a solicitation response for any item described in this solicitation, Seller is requested to state the reason for such "No-Bid" response.
0050	B-5		DISCOUNTS FOR PROMPT PAYMENT
			The amount and terms of any prompt payment discount proposed in Seller's solicitation response will be a factor in Boeing's evaluation of the solicitation response.
0060	D-1		POTENTIAL SPLIT REQUIREMENTS
			Unless Seller otherwise specifies in its solicitation response, Boeing may accept any item or group of items and may make an award on any item for

			a quantity less than the quantity stated at the unit price indicated.
0070	<b>A-2</b>	<b>072110</b>	Deleted
0075			RESERVED
0080	<b>NEW*</b>	<b>072110</b>	Deleted
<b>01XX</b>			<b>CERTIFICATIONS</b>
0101	E-1	<b>072110</b>	Deleted
0110	E-6	<b>072110</b>	Deleted
0120	E-2	<b>072110</b>	Deleted
0121	NEW*	<b>072110</b>	Deleted
0122	NEW*	<b>072110</b>	Deleted
0130	E-3	<b>072110</b>	Deleted
0131	E-4	<b>072110</b>	Deleted
0132	NEW*	<b>072110</b>	Deleted
0140	E-5	<b>072110</b>	Deleted
0150			RESERVED
0160	B-4	<b>072110</b>	Deleted
0170			RESERVED
0171			RESERVED
0180	NEW*	<b>072110</b>	Deleted
0181	NEW*	<b>072110</b>	Deleted
<b>02XX</b>			<b>FINANCIAL</b>
0201	B-1	<b>072110</b>	COST BREAKDOWN
			Seller shall prepare the cost/price portion of the solicitation response and submit form DAC 26-687 for work to be performed under a commercial contract. The form and form instructions are located at Section V of the Form DAC 26-730. Seller's compliance with the form instructions will be used by Boeing in the evaluation of the solicitation response.
0202	NEW*	<b>072110</b>	Deleted
0205	NEW*	<b>072110</b>	Deleted
0210	D-2	<b>072110</b>	Deleted
0220		<b>072110</b>	Deleted
0230	B-2		AGREEMENT TO FURNISH SUPPLEMENTARY PRICING INFORMATION
			By submission of a solicitation response Seller agrees:  1. Seller's books, records, documents and other supporting data shall be made available to Boeing, or its authorized representative, for inspection and audit as required by Boeing in connection with any negotiations prior to contract award.

			<p>2. Seller shall, upon request of Boeing, furnish a statement in such form as stipulated by Boeing, together with applicable projections and support data. Such statement shall be based on current, accurate and complete cost information and so certified by a responsible officer.</p> <p>3. Seller's solicitation response must include the name of Seller's employee who is most familiar with cost and pricing data supporting the prices.</p> <p>4. Seller agrees no restriction will be imposed on the release of any audit report to Boeing.</p>
<b>03XX</b>			<b>GOVERNMENT FACILITIES/PROPERTY</b>
0301	B-3	<b>072110</b>	Deleted
0310	D-3	<b>072110</b>	Deleted
<b>04XX</b>			<b>TOOLING</b>
0410		<b>072110</b>	Boeing FURNISHED TOOLING
			See the solicitation for a listing of tooling anticipated to be provided in connection with the work to be performed under any resulting Purchase Order/Contract.
0411		<b>072110</b>	NO Boeing FURNISHED TOOLING
			Boeing does not anticipate that any tooling will be provided to the Seller in connection with the work to be performed under any resulting Purchase Order/Contract.
0420	D-6	<b>072110</b>	Deleted
0430	D-10		LISTING, DESCRIPTION AND PRICING OF TOOLING AND ACCESSORIES
			Seller must indicate if tooling or accessory equipment is required to produce the goods contemplated in this solicitation. For purposes of this Clause, tooling includes "use-only" tooling. If tooling or accessory equipment is required, Seller shall provide a complete listing, description and separate pricing with the solicitation response.
<b>05XX</b>			<b>INTELLECTUAL PROPERTY</b>
0501	A-1		RESTRICTIVE LEGENDS ON SELLER PROPRIETARY DATA
			Boeing acceptance of any document marked with a restrictive legend does not indicate Boeing agreement that information contained therein is proprietary. Boeing will have the right to reproduce any submitted data, drawings or other material as required for evaluation purposes only, even though marked with a restrictive legend. It is understood that, in the event information contained in submitted documents is already within Boeing's knowledge, is obtained from any source without restriction, or is for any reason not protectable at law, restrictive markings which purport to cover the information shall not be valid nor be binding upon Boeing.
0502		<b>072110</b>	PROPRIETARY DATA CONTROL
			All Boeing furnished data and information relating to this solicitation, including interface or other technical data of Boeing's subcontractors which is revealed to Seller, is considered to be proprietary to The Boeing Company acting by and through its division Boeing Commercial Airplanes or Boeing's subcontractors and all rights therein are reserved. Boeing

			<p>hereby provides the Seller the right to use the proprietary data and a limited license to reproduce any copyrighted material from this solicitation based on the following conditions:</p> <p>The Seller agrees that by accepting this solicitation and related documents that neither the solicitation data nor any part of the related information disclosed to the Seller shall be reproduced or transferred to other documents except for purposes relating to the Seller's response to this solicitation. The Seller agrees not to use or disclose to others, for manufacturing purposes or any other purpose, the data provided except as specifically authorized by The Boeing Company acting by and through its division Boeing Commercial Airplanes in this solicitation and any resulting Purchase Order/Contract.</p> <p>The Seller further agrees to respect the confidential nature of the disclosure, oral and/or written, and not to disclose to others except to discuss it within the Seller's own personnel or with subcontractors who agree to respect the confidential nature of this information and the conditions set forth in this Clause. The purpose of revealing this information to the Seller is to permit the Seller's employees to evaluate the data and to use the information in the preparation of the Seller's response to this Boeing solicitation. If at a later date the Seller desires to use this information for any other purpose, the Seller agrees not to do so unless and until first obtaining either a formal Purchase Order/Contract from Boeing or Boeing's written permission.</p> <p><b>SELLER AGREES TO DESTROY OR RETURN THE DATA TO BOEING IN THE EVENT THAT SELLER IS NOT SELECTED TO RECEIVE THE AWARD RESULTING FROM THIS SOLICITATION.</b></p> <p>The above obligations shall not apply or shall cease to apply, as appropriate, to the information disclosed when it can be established by Seller that the information was in the public domain at the time of this disclosure; such information was known to Seller prior to this disclosure; or such information has become known to Seller from an independent source which did not receive it from Boeing under an obligation of confidence.</p>
			Form DAC 26-875, Seller's Assertions and Justifications for Identifying Technical Data or Computer Software with Limited or Restricted Rights, is incorporated herein by reference.
0510	NEW*	072110	Deleted
0511	NEW*	072110	Deleted
0512	NEW*	072110	Deleted
0513	NEW*	072110	Deleted
0514	NEW*	072110	Deleted
0520	NEW*		EXPORT CONTROL OF TECHNICAL DATA
			<p>Boeing is providing with this solicitation certain technical data which is subject to export laws of the United States of America. Such data may not be used for any purpose other than preparing Seller's response to this solicitation. If the data will be needed by foreign subcontractors, Seller must identify each such proposed foreign subcontractor, the country of origin, the kind of work to be subcontracted and the anticipated percentage of the work to be subcontracted in relation to the total scope of work in Seller's response. If Seller is not selected to receive the award, Boeing shall require Seller to return or destroy the data,</p>

			at Boeing's election. Similarly, Boeing may require Seller to certify in writing that it has complied with Boeing's directions.
<b>06XX</b>			<b>MISCELLANEOUS</b>
0601	D-7		SELLER TO ADVISE LOCATION OF QUALIFICATION TESTS
			Seller must advise whether all qualification testing is to be done at its facility and if not, what tests are to be subcontracted and to what laboratory.
0602	D-8		NEW ITEMS REQUIRING QUALIFICATION TEST -- QUALIFIED UNITS
			Seller's solicitation response must state the number of days (after the date of issuance of the contract contemplated by this solicitation) for delivery of unqualified units and the number of days (after delivery of the unqualified units) for delivery of qualified units.
0610	D-9	<b>072110</b>	BOEING FURNISHED RAW MATERIAL
			Boeing furnished material will be in random lengths or sizes. Seller must specifically state any exception taken to use of randomly sized material in the solicitation response.
0615	NEW*	<b>072110</b>	Deleted

\*New Clause, no corresponding Clause number assigned under "old" scheme.

\*\*New Clause, "old" number assigned for Boeing internal use only.

\*\*\*Clause not published in 1/87 edition of DAC 26-730, but was applied as a full text attachment to purchase orders.

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