

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 56
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 2007 APR 03	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY DIRECTORATE OF SUBSISTENCE DSCP CONTRACTING AND PRODUCTION DIV 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 Initiator: Dawn Leason PSPTAG6 (215)737-4274 E-mail: Dawn.Leason@dla.mil	CODE SP0300	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. SPM3SE-07-R-0002	
		X	9B. DATED (SEE ITEM 11) 2007 MAR 15	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.

12. Accounting and Appropriation Data (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

NSN: 7320-00-EQP-APPL

See attached.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

A. The following changes are being incorporated into subject solicitation:

B. Delete page 1 of Caution Notice and pages 1, 4, 5-17, 47, 50, 54, 59, 60 of RFP and replace with the following. Changes identified with arrow in left margin. Included as attachments are the Pre-Proposal Conference charts and minutes, attendee list, and all additional information as provided as handouts at the conference.

1. Page 1 of Caution Notice – Clarified customer references by adding “preferably commercial”.
2. Page 1 – Updated form.
3. Page 4 – Added NAICS codes and removed fax numbers for fax proposals which are not authorized.
4. Pages 5-17 – Added additional columns for dollar discount, warranty price, COMSUB Lot for equipment only, and removed Lot 42 Valad Electric & Heating from installation Lot.
5. Page 31 – Corrected spelling of “vender” to “vendor” under ORDERS LIMITATIONS CLAUSE (OCT 1995)
6. Page 35 – Removed **WARRANTY PERIOD FOR OVERSEAS SHIPMENTS** Clause
7. Page 43 – Paragraph II.A. changed “Section B” and replaced with “Schedule B.” And clarified sentence starting with “the scope of orders...”
8. Page 44 – Paragraph III.A. removed the word “Regions” and replaced it with “Coasts”. Removed III.D.4. “Basic Installation” in its entirety and replaced with new definition of “Basic Installation” on pages 44-45a.
9. Page 46 – Under V.1. INSPECTION AND ACCEPTANCE BY THE GOVERNMENT, FOR OCONUS, removed last sentence and replaced with “Terms for OCONUS shipments will be included in the individual orders of the resulting contract(s).”
10. Page 47 – Paragraph 2. A. removed sentence “The contractor shall remove all excess pallets used for delivery from the CONUS customer’s location” and replaced the word “below” with “listed in individual orders under resultant contract(s).”
11. Page 49 – Changed VII AUTHORIZED RETURNS under VI Deliveries and Performance to 6. AUTHORIZED RETURNS. Renumbered paragraphs from 1 through 4 to a through d. Added the word “Contractor” to 6.a. In addition, changed V. CONTRACT ADMINISTRATION DATA to VII. CONTRACT ADMINISTRATIVE DATA.
12. Page 50 – Added paragraph 2.F. Proof of delivery documentation required. Paragraph 3.C. removed “Prompt Payment Act (31 U.S.C. 3903)” and replaced with “Fast Pay”, which is now moved to page 50a. Added page 50a.
13. Page 54 – Paragraph 3 Addendum to 52.212-1(e) *Multiple Offers*, placed “x” in box indicating Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.
14. Page 59 – Under RESPONSIBILITY OF OFFERS paragraph (c) **SUBMISSION OF PAST PERFORMANCE INFORMATION**, removed “technical acceptability” and replaced with “responsibility determination.”
15. Page 60 – Addendum added to **52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION (May 2006) – DLAD** to change after date of order (ADO) to after receipt of order (ARO).

Solicitation: SPM3SE-07-R-0002 Amendment 0001 Maritime and Aviation Unique Food Service Equipment	
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C. The following clauses have been updated in the FAR and DFARS. Latest revision identified below.

1. FAR 52.204-7 Central Contractor Registration (July 2006)
2. FAR 52.209-6 Protecting the Government's Interests When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006)
3. FAR 52.219-9, Small Business Subcontracting Plan (Sep 2006) (15 U.S.C. 637 (d)(4)).
4. FAR 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212)
5. FAR 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212)
6. DFARS 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (OCT 2006)
7. DFARS 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)
8. DFARS 252.211-7006 Radio Frequency Identification (FEB 2007)
9. DFARS 252.225-7012 Preference for Certain Domestic Commodities (JAN 2007) (10 U. S. C. 2533a)
10. DFARS 252.225-7021 Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
11. DFARS 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (June 2006) (_____ Alternate I) (MAR 2007)(41 U.S.C.10a - 10d and 19 U.S.C. 3301 note)
12. DFARS 252.232-7010 Levies on Contract Payments (DEC 2006)
13. DFARS 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375)

FOOD SERVICE EQUIPMENT – MARITIME AND AVIATION UNIQUE ITEMS

CAUTION NOTICE

1. This subsistence solicitation is for food service equipment with or without basic installation for Navy and Air Force approved items. Offers will be evaluated and awards will be made in accordance with the Lowest Priced Technically Acceptable (LPTA) criteria; reference FAR clauses 52.212-2 Evaluation of Commercial Items (JAN 1999) on **page 60**. **PLEASE NOTE: Past performance – vendor is responsible for providing customer references, preferably commercial, to include name, phone number, address, actual sales volume (\$ amount and quantity), and the relative ranking of each customer in terms of sales volume.**

2. Offerors shall fill in the warranty timeframe applicable in the Warranty of Supplies clause located on **pages 32-35** of the solicitation.

3. The section entitled “Instructions, Conditions, and Notices to Offerors” provides instructions for preparing and submitting proposals.

4. Offerors are cautioned to take extreme care when preparing proposals for this solicitation. Please ensure that all required information is included with your proposals. Your proposal should be submitted in the order and the format that is requested, and that all clauses requiring responses are completed. Missing or incomplete information may result in the elimination of the proposal from further consideration. All terms and conditions of the solicitation should be reviewed thoroughly. Any questions regarding the interpretation of the terms, conditions, or requirements of this solicitation should be directed to the contracting officer, Dawn Leason at 215-737-4274 or the contracting specialist, Karen Howard at 215-737-4267.

5. This solicitation contains four (4) one year options. Failure to indicate acceptance of the option by annotating the clause Option for Requirements Contract Term Extension on **pages 25-26** or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal. ***Option increases should be expressed as a percentage increase over base year pricing (see page 11 of Equipment ONLY Lots and page 17 for Equipment Including Installation for option table). Option increases expressed as a percentage over the previous period are NOT ACCEPTABLE.***

6. In order to continue doing business with any DoD agency, regardless of whether it is via Electronic Commerce/Electronic Data Interchange (EC/EDI) or not, you must be registered in the DoD Central Contractor Registration database. For registration information or assistance, visit the Central Contractors Registration web site (<http://ccr.edi.disa.mil>) or call 1-800-334-3414. If contractors are not able to register electronically, you may also register through your VAN (Value Added Network) provider, with support from the Electronic Commerce Resource Centers (ECRCs) listed below, or with support from the Procurement Technical Assistance Centers (PTACVs). ECRC support for trading partners whose company name begins with the letters A-K, should contact: Palestine ECRC 2000 South Loop 256, Suite 11 Palestine, TX 75801 (903) 729-5570 or 1-888-CCR- 2423 Fax (903) 729-7988. ECRC support for trading partners whose company name begins with the letters L-Z, should contact: CCR Registration Assistance Center (CTC) Johnstown ECRC 1450 Scalp Ave. Johnstown, PA 15904 (814) 262-2325 or 1-888-CCR-2434 Fax (814) 266-2326. For contractors who only want to renew their CCR registration, the web site is: <http://ccr.edi.disa.mil>.

7. Electronic copies of the list of items can be obtained upon request via email at: Dawn.Leason@dla.mil or Karen.Howard@dla.mil. Offerors shall submit their price proposal via CD-ROM in addition to a proposal package.

Solicitation: SPM3SE-07-R-0002 Amendment 0001
 Maritime and Aviation Unique
 Food Service Equipment

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER IQC06178009013		PAGE 1 OF 71	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM3SE-07-R-002
7. FOR SOLICITATION INFORMATION CALL: Karen Howard/Dawn Leason		b. TELEPHONE NUMBER (No collect calls) (215) 737-4267/4274	8. OFFER DUE DATE/ LOCAL TIME 07APR30/4:00PM
9. ISSUED BY DIRECTORATE OF SUBSISTENCE DSCP (SP0300) CONTRACTING & PRODUCTION DIVISION 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5096 Karen.Howard@dla.mil, Dawn.Leason@dla.mil		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: Page 4 SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>
15. DELIVER TO		16. ADMINISTERED BY	
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY	
TELEPHONE NO.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT
	VARIOUS FSC 4110, 7310, & 7320 ITEMS SEE SCHEDULE <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		
		23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		29. AWARD OF CONTRACT: REF. OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - SF 1449
(CONTINUATION SHEET) (continued)**

Facsimile offers (if authorized; see “Addendum” to 52.212-1 (b)) or offer modifications/withdrawals should be transmitted to:

→ NOT AUTHORIZED

Offers submitted to any other telephone number shall not be considered for award.

→ **3. Block 10:** NAICS code for FSC 7310 & 7320 is 333294 size standard of 500 employees. NAICS code for FSC 4110 is 333415 size standard of 750 employees.

4. Block 17a: Offeror’s assigned DUNS Number: _____.
(If you do not have a DUNS number, contact the individual identified in Block 7a or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

5. Block 17a: Offeror’s CAGE code: _____.

6. Block 17b: Remittance Address: (if different from Contractor/Offeror address in block 17a.)

7. Continuation of Blocks 19-24:

All Line Items are unrestricted. The items are listed in Lots according to the Original Equipment Manufacturer (OEM). Each offeror is instructed to only provide pricing on the Lot that is applicable to the offeror's firm. The Government prefers to make awards on an all or none basis per Lot. However, the Government reserves the right to make award on an incomplete Lot if it is deemed in the Government’s best interest. A spreadsheet with price, delivery ARO and warranty information is required via CD-ROM in addition to a proposal package. Please contact Dawn Leason (215) 737-4274, Dawn.Leason@dla.mil, or Karen Howard (215) 737-4267, Karen.Howard@dla.mil, for an electronic spreadsheet.

Schedule of Supplies/Services (see pages 5-17)

→ **NOTE:**

1. The awardee for the COMSUB Lot will be provided the opportunity to build inventory prior to meeting the two-day delivery requirement. Installation will not be required for this Lot. Freight in to vendor’s facility is not an allowable cost and shall not be included in unit price. Inventory levels will be adjusted based on usage.

2. All Bunn-O-Matic items listed in Lot 16 of the Equipment schedule shall include the price of a galley kit (stainless steel legs and guard rails).

3. All Cospolich items listed in Lot of the Equipment schedule and Lot of the Equipment plus Installation schedule shall include the price for the set of stainless steel adjustable marine style legs.

Product specifications sheets shall be provided for each item in which an offer is submitted.

Maritime and Aviation Unique
Food Service Equipment

Equipment ONLY					FOB DESTINATION PRICING					OTHER THAN STANDARD WARRANTY			
LOT	COMPANIES	MODEL/PART NUMBERS	NSN	NOMENCLATURE	EST QTY	LIST PRICE	DISC AS %	TRANS-PORTATION	SELLING PRICE	DLVY ARO	TERM	PRICE	
1	Accu-Stream Electric Griddle	EGF4403B2405-T3	7310-01-525-8934	Electric Griddle	1								
	Accu-Stream Electric Griddle	EGF4403B2802-00	7310-01-525-8008	Electric Griddle	3								
	Accu-Stream Electric Griddle	EGF4403B2805-T3	7310-01-525-8947	Electric Griddle	1								
	Accu-Stream Electric Griddle	EGD4403B3606-00	7310-01-525-8862	Electric Griddle	1								
	Accu-Stream Electric Griddle	EGF4403B4805-T3	7310-01-525-8948	Electric Griddle	1								
Accu-Stream Electric Griddle	EGD4403B4806-00	7310-01-525-8855	Electric Griddle	1									
2	Armana Refrigeration, Inc.	FFS12MPS	7310-01-478-0318	Microwave Oven	7								
3	American Delphi	Navy Model 75AD	7320-01-188-9578	Garbage Disposal	80								
4	American Metal Ware	7413EX-NSU	7310-01-412-7789	Coffee Urn, Single	8								
	American Metal Ware	7443EX-NSU	7310-01-412-7788	Coffee Urn, Twin	2								
5	American Permanent Ware	AT-10 NSU	7310-01-391-2689	Electric Toaster	1								
	American Permanent Ware	56319	7310-01-206-1081	Hot food wells	41								
6	American Wyott Corporation	BD-225A	7320-01-174-1586	Butter Dispenser	13								
	American Wyott Corporation	HR(5)-20	7310-00-525-8117	Frankfurter Grill	10								
7	Atlas Metal Industries, Inc.	MCT-1216	7320-01-504-9053	Tray Dispenser	1								
8	Atmost Refrigeration Company, Inc.	NAV-3-HT-BC-2	7310-01-391-3376	Cold Food Counter	1								
	Atmost Refrigeration Company, Inc.	NAV-4-HT-BC-2 R134A	7310-01-482-6251	Cold Food Counter	1								
	Atmost Refrigeration Company, Inc.	NAV-5-HT-BC-2 R404A	7310-01-518-0128	Cold Food Counter	1								
	Atmost Refrigeration Company, Inc.	NAV-5-LT	4110-01-351-4176	Freezer, Undercounter	1								
	Atmost Refrigeration Company, Inc.	NAV-10-LT-BMC	4110-01-468-9494	Freezer, Undercounter	1								
	Atmost Refrigeration Company, Inc.	NAV-5-LT-B	4110-01-378-6635	Freezer, Upright	2								
	Atmost Refrigeration Company, Inc.	NAV-15-LT-B	4110-01-504-2833	Freezer, Upright	1								
	Atmost Refrigeration Company, Inc.	NAV-65-LT-BMC	4110-01-466-8063	Freezer, Upright	1								
	Atmost Refrigeration Company, Inc.	NAV-20-HT-CT R134A	4110-01-451-6881	Refrigerator, Undercounter	1								
	Atmost Refrigeration Company, Inc.	NAV-5-HT-B	4110-01-378-5317	Refrigerator, Upright	2								
	Atmost Refrigeration Company, Inc.	NAV-10-HT-B	4110-01-378-5715	Refrigerator, Upright	1								
	Atmost Refrigeration Company, Inc.	NAV-20-HT-B	4110-01-378-6553	Refrigerator, Upright	7								
	Atmost Refrigeration Company, Inc.	NAV-30-HT-B	4110-01-378-4983	Refrigerator, Upright	3								
	Atmost Refrigeration Company, Inc.	NAV-40-HT-B	4110-01-378-8115	Refrigerator, Upright	2								
	Atmost Refrigeration Company, Inc.	NAV-50-HT-B	4110-01-378-8319	Refrigerator, Upright	4								
	Atmost Refrigeration Company, Inc.	NAV-65-HT-B	4110-01-378-6185	Refrigerator, Upright	3								
	Atmost Refrigeration Company, Inc.	NAV-3-6-HLT-B	4110-01-378-4903	Refrigerator / Freezer, Upright	1								
	Atmost Refrigeration Company, Inc.	NAV-6-14-HLT-B	4110-01-378-5105	Refrigerator / Freezer, Upright	1								
	9	Basic American Foods	5503T-NSU	7320-01-167-7587	French Fry Potato Extruder	1							
	10	Bayonne Stainless Products	CPM-54N	7310-01-338-6629	Cold Food Counter	2							
Bayonne Stainless Products		CPM-68N	7310-01-301-8917	Cold Food Counter	1								
Bayonne Stainless Products		CPM-68N	7310-01-363-9932	Cold Food Counter	4								
Bayonne Stainless Products		CPM-78N	7310-01-387-5104	Cold Food Counter	2								
11	Belshaw Brothers, Inc.	MARK II NSU	7320-01-378-1675	Doughnut Machine	1								
12	Berkel Inc.	MB 7/18	7320-01-388-6112	Bread Slicing Machine	4								
	Berkel Inc.	705	7320-01-127-8244	Meat Tenderizer	1								
13	Biro Manufacturing Company	PRO-9	7320-01-147-0197	Meat Tenderizer	1								
14	Blakeslee	UC-21-NAVY	7320-01-327-1527	Dishwashing Machine, Undercounter	2								
	Blakeslee	B-20-CA	7320-01-387-4512	Food Mixer	1								
	Blakeslee	DO-60 NSU	7320-01-387-4871	Food Mixer	1								
	Blakeslee	DO-90 NSU	7320-01-257-4176	Food Mixer	1								
	Blakeslee	XC-30	7320-01-070-9861	Vegetable Peeling Machine	1								
	Blakeslee	XC-60(440V)	7320-01-104-5256	Vegetable Peeling Machine	3								
15	Blickman Equipment Company	AT803	7310-01-087-0680	Coffee Urn	3								
	Blickman Equipment Company	CR44E	7310-01-033-0767	Coffee Urn	3								
	Blickman Equipment Company	CR6E	7310-01-486-6457	Coffee Urn	1								

Maritime and Aviation Unique
Food Service Equipment

Equipment ONLY						FOB DESTINATION PRICING					OTHER THAN STANDARD WARRANTY	
LOT	COMPANIES	MODEL/PART NUMBERS	NSN	NOMENCLATURE	EST QTY	LIST PRICE	DISC AS %	TRANSPORTATION	SELLING PRICE	DLVY ARO	TERM	PRICE
16	Bunn-O-Matic Corporation	CWTF 15-3	7310-01-374-2710	Coffeemaker, Automatic	1							
	Bunn-O-Matic Corporation	CWTF 15-3	7330-01-280-1311	Coffeemaker, Automatic	5							
	Bunn-O-Matic Corporation	CWTF-20-3	7310-01-487-7800	Coffeemaker, Automatic	5							
	Bunn-O-Matic Corporation	RT 35A	7310-01-389-1615	Coffeemaker, Automatic	4							
	Bunn-O-Matic Corporation	RTF35	7310-01-509-4400	Coffeemaker, Automatic	1							
	Bunn-O-Matic Corporation	VP1 7-2	7310-01-374-2678	Coffeemaker, Automatic	6							
	Bunn-O-Matic Corporation	VP1 7-3	7310-01-374-2678	Coffeemaker, Automatic	12							
Bunn-O-Matic Corporation	VR-17-3	7310-01-407-8500	Coffeemaker, Automatic	5								
17	Cecilware Corporation	4915-1	7310-00-302-7962	Beverage Dispenser, Hot	2							
18	Champion Industries	60-USN-72E/R-L	7320-01-507-0556	Dishwashing Machine	1							
	Champion Industries	60-USN-72E/L-R	7320-01-506-6307	Dishwashing Machine	1							
	Champion Industries	60-USN-72S/L-R	7320-01-481-9077	Dishwashing Machine	1							
	Champion Industries	60-USN-72S/R-L	7320-01-481-9075	Dishwashing Machine	1							
	Champion Industries	85-USN-72E/R-L	7320-01-507-0565	Dishwashing Machine	1							
	Champion Industries	85-USN-72E/L-R	7320-01-506-6324	Dishwashing Machine	1							
	Champion Industries	85-USN-72S/L-R	7320-01-481-9088	Dishwashing Machine	1							
	Champion Industries	85-USN-72S/R-L	7320-01-487-8789	Dishwashing Machine	1							
	Champion Industries	135-USN-72E/L-R	7320-01-506-6287	Dishwashing Machine	1							
	Champion Industries	135-USN-72E/R-L	7320-01-507-0567	Dishwashing Machine	1							
	Champion Industries	135-USN-72S/L-R	7320-01-481-9085	Dishwashing Machine	1							
	Champion Industries	135-USN-72S/R-L	7320-01-481-9094	Dishwashing Machine	1							
	Champion Industries	185-USN-72E/R-L	7320-01-507-0543	Dishwashing Machine	1							
	Champion Industries	185-USN-72E/L-R	7320-01-506-6292	Dishwashing Machine	1							
	Champion Industries	185-USN-72S/L-R	7320-01-481-9081	Dishwashing Machine	1							
	Champion Industries	185-USN-72S/R-L	7320-01-481-9078	Dishwashing Machine	1							
	Champion Industries	250-USN-72E/R-L	7320-01-507-0547	Dishwashing Machine	1							
	Champion Industries	250-USN-72E/L-R	7320-01-506-6296	Dishwashing Machine	1							
	Champion Industries	250-USN-72S/R-L	7320-01-492-0431	Dishwashing Machine	1							
	Champion Industries	250-USN-72S/L-R	7320-01-486-8334	Dishwashing Machine	1							
19	Cleveland Range, Inc.	KDL-40T	7310-01-375-0969	Kettle, Steam Jacketed	3							
	Cleveland Range, Inc.	KDL-80F	7310-01-375-2062	Kettle, Steam Jacketed	1							
	Cleveland Range, Inc.	KDT6T	7310-01-382-0504	Kettle, Steam Jacketed	2							
	Cleveland Range, Inc.	KDT-6-T	7310-00-526-0493	Kettle, Steam Jacketed	2							
20	COLLIS C G AND ASSOCIATES	ED-3	433240001	Garbage Disposal								
21	Cospolch Refrigerator Company	CFC3T-2M-SN-MLR	7310-01-410-7593	Cold Food Counter	2							
	Cospolch Refrigerator Company	CFC3T-2M-SNM-MLR	7310-01-505-7768	Cold Food Counter	1							
	Cospolch Refrigerator Company	CFC4T-2M-SN-MLR	7310-01-388-1017	Cold Food Counter	3							
	Cospolch Refrigerator Company	CFC5T-2M-SN-MLR	7310-01-387-8028	Cold Food Counter	1							
	Cospolch Refrigerator Company	CFC6T-2M-SN-MLR	7310-01-410-7594	Cold Food Counter	2							
	Cospolch Refrigerator Company	F18-2M-SN-MLR	4110-01-387-4180	Freezer, Upright	3							
	Cospolch Refrigerator Company	F20-2M-SN	4110-01-346-1985	Freezer, Upright	1							
	Cospolch Refrigerator Company	F20-2M-SN-MLR	4110-01-484-0281	Freezer, Upright	1							
	Cospolch Refrigerator Company	F25-2M-SN-MLR	4110-01-484-0273	Freezer, Upright	1							
	Cospolch Refrigerator Company	F30-2M-SN-MLR	4110-01-445-3076	Freezer, Upright	2							
	Cospolch Refrigerator Company	F30-2M-SN	4110-01-317-3788	Freezer, Upright	1							
	Cospolch Refrigerator Company	F41-2M-SN	4110-01-478-9799	Freezer, Upright	1							
	Cospolch Refrigerator Company	F41-2M-SN-MLR	4110-01-383-8622	Freezer, Upright	3							
	Cospolch Refrigerator Company	F50-2M-SN	4110-01-508-4484	Freezer, Upright	1							
	Cospolch Refrigerator Company	F50-2M-SN-MLR	4110-01-445-3075	Freezer, Upright	1							
	Cospolch Refrigerator Company	F85-2M-SN-MLR	4110-01-484-0278	Freezer, Upright	1							
	Cospolch Refrigerator Company	HF-C4T-2S-2M-SN-MLR	7310-01-494-0121	Hot Food Counter	1							
	Cospolch Refrigerator Company	HF-C6T2D-2M-SNM-MLR	7310-01-493-7355	Hot Food Counter	1							
	Cospolch Refrigerator Company	HP1H-2M-SN	7310-01-524-4907	Proofing Cabinet	1							
	Cospolch Refrigerator Company	HP1H-2M-SNM	7310-01-524-4900	Proofing Cabinet	1							
	Cospolch Refrigerator Company	HP1H-2M-SN-MLR	7310-01-524-4944	Proofing Cabinet	1							
	Cospolch Refrigerator Company	HP1H-2M-SNM-MLR	7310-01-524-4998	Proofing Cabinet	1							
	Cospolch Refrigerator Company	HP1V-2M-SN	7310-01-524-4921	Proofing Cabinet	1							
	Cospolch Refrigerator Company	HP1V-2M-SNM	7310-01-524-4928	Proofing Cabinet	392							
	Cospolch Refrigerator Company	HP1V-2M-SN-MLR	7310-01-524-4923	Proofing Cabinet	1							
	Cospolch Refrigerator Company	HP1V-2M-SNM-MLR	7310-01-524-4931	Proofing Cabinet	1							
	Cospolch Refrigerator Company	HP2H-2M-SN	7310-01-524-4913	Proofing Cabinet	1							
	Cospolch Refrigerator Company	HP2H-2M-SNM	7310-01-524-4917	Proofing Cabinet	1							
Cospolch Refrigerator Company	HP2H-2M-SN-MLR	7310-01-524-4914	Proofing Cabinet	1								
Cospolch Refrigerator Company	HP2H-2M-SNM-MLR	7310-01-524-4920	Proofing Cabinet	1								
Cospolch Refrigerator Company	HP2V-2M-SN	7310-01-524-4933	Proofing Cabinet	1								
Cospolch Refrigerator Company	HP2V-2M-SNM	7310-01-524-4938	Proofing Cabinet	1								

Equipment ONLY					FOB DESTINATION PRICING					OTHER THAN STANDARD WARRANTY		
LOT	COMPANIES	MODEL/PART NUMBERS	NSN	NOMENCLATURE	EST QTY	LIST PRICE	DISC AS %	TRANS-PORTATION	SELLING PRICE	DLVY ARO	TERM	PRICE
	Cospolich Refrigerator Company	HP2V-2M-SN-MLR	7310-01-524-4936	Proofing Cabinet	1							
	Cospolich Refrigerator Company	HP2V-2M-SNM-MLR	7310-01-524-4941	Proofing Cabinet	1							
	Cospolich Refrigerator Company	R10-2M-SN	4110-01-445-1650	Refrigerator, Upright	1							
	Cospolich Refrigerator Company	R18-2M-SN-MLR	4110-01-387-4178	Refrigerator, Upright	5							
	Cospolich Refrigerator Company	R18-2M-SN-MLR	4110-01-481-3403	Refrigerator, Upright	1							
	Cospolich Refrigerator Company	R18-2M-SN-MLR	4110-01-464-0278	Freezer	1							
	Cospolich Refrigerator Company	R20-2M-SN	4110-01-457-9600	Refrigerator, Upright	1							
	Cospolich Refrigerator Company	R20-2M-SN	4110-01-478-9340	Refrigerator, Upright	1							
	Cospolich Refrigerator Company	R20-2M-SN-MLR	4110-01-445-3086	Refrigerator, Upright	1							
	Cospolich Refrigerator Company	R20-2M-SNMPT-MLR	4110-01-462-8797	Refrigerator, Upright	1							
	Cospolich Refrigerator Company	R41-2M-SN-MLR	4110-01-365-1930	Refrigerator, Upright	1							
	Cospolich Refrigerator Company	R41-2M-SN-MLR	4110-01-474-8992	Refrigerator, Upright	2							
	Cospolich Refrigerator Company	R4-2M-SN	4110-01-479-0107	Refrigerator, Upright	2							
	Cospolich Refrigerator Company	R50-2M-SN-MLR	4110-01-368-8684	Refrigerator, Upright	2							
	Cospolich Refrigerator Company	R50-2M-SN-MLR	4110-01-464-0276	Refrigerator / Freezer	4							
	Cospolich Refrigerator Company	R75-2M-SN-MLR	4110-01-366-9647	Refrigerator, Upright	1							
	Cospolich Refrigerator Company	RBS 48/60-2M-SN	7310-01-499-7124	Refrigerated Beverage Stand	1							
	Cospolich Refrigerator Company	RBS 48/41-2M-SN-MLR	7310-01-499-8695	Refrigerated Beverage Stand	1							
	Cospolich Refrigerator Company	RBS 55/20-2M-2N	7310-01-499-7130	Refrigerated Beverage Stand	1							
	Cospolich Refrigerator Company	RBS 55/36-2M-2N-MLR	7310-01-499-7168	Refrigerated Beverage Stand	1							
	Cospolich Refrigerator Company	RBS 55/41-2M-SN	7310-01-499-9919	Refrigerated Beverage Stand	1							
	Cospolich Refrigerator Company	RBS 67/53-2M-2N	7310-01-499-9937	Refrigerated Beverage Stand	1							
	Cospolich Refrigerator Company	RBS 71-2M-SN-MLR	7310-01-499-9899	Refrigerated Beverage Stand	1							
	Cospolich Refrigerator Company	RBS 114-2M-2N	7310-01-500-5843	Refrigerated Beverage Stand	1							
	Cospolich Refrigerator Company	RBS 120-2M-2N	7310-01-500-5833	Refrigerated Beverage Stand	1							
	Cospolich Refrigerator Company	UCF10-2M-SN-MLR	4110-01-445-3037	Freezer, Undercounter	1							
	Cospolich Refrigerator Company	UCF20-2M-SN-MLR R404A	4110-01-387-4172	Freezer, Undercounter	2							
	Cospolich Refrigerator Company	UCR10-2M-SNM-MLR (R404A)	4110-01-445-3126	Refrigerator, Undercounter	2							
	Cospolich Refrigerator Company	UCR20-2M-SN R134A	4110-01-474-9130	Refrigerator, Undercounter	1							
	Cospolich Refrigerator Company	UCR20-2M-SN R404A	4110-01-457-8600	Refrigerator, Undercounter	1							
	Cospolich Refrigerator Company	UCF30-2M-SN-MLR	4110-01-419-9473	Freezer, Undercounter	1							
	Cospolich Refrigerator Company	R10F10-2M-SN-MLR	4110-01-366-9644	Refrigerator/Freezer, Upright	1							
	Cospolich Refrigerator Company	R13F17-2M-SN-MLR	4110-01-366-9643	Refrigerator/Freezer, Upright	2							
	Cospolich Refrigerator Company	R13F17-2M-SN-MLR (R134A)	4110-01-455-0060	Refrigerator/Freezer, Upright	1							
	Cospolich Refrigerator Company	R14F8-2M-SN-MLR	4110-01-445-3065	Refrigerator/Freezer, Upright	4							
	Cospolich Refrigerator Company	R17F13-2M-SN-MLR	4110-01-394-5268	Refrigerator/Freezer, Upright	5							
	Cospolich Refrigerator Company	R20F20-2M-SN-MLR R404A	4110-01-445-3058	Refrigerator/Freezer, Upright	10							
	Cospolich Refrigerator Company	THV90-2M-SN-MLR (134A)	4110-01-463-4613	Refrigerator, Mechanical	1							
	Cospolich Refrigerator Company	THV90-2M-SN-MLR R404A	4110-01-474-9129	Refrigerator, Mechanical	1							
	Cospolich Refrigerator Company	THV50-2M-2N-MLR R404A	4110-01-504-3481	Refrigerator, Mechanical	1							
	Cospolich Refrigerator Company	THV60-2M-SN-MLR R404A	4110-01-464-0277	Refrigerator, Mechanical	1							
	Cospolich Refrigerator Company	RHN-N	7310-01-509-0438	HOT Food Wells	1							
22	Dean Ind.	TR-22	7320-01-104-5202	Food Cutter, Electric	4							
23	Dutchess Bakers Machinery Co., Inc.	260	7320-01-299-1730	Bun Slicing Machine	2							
24	Emerson	SS200-18	7320-01-209-2401	Garbage Disposal	1							
	Emerson	SS100-29	7320-01-318-0854	Garbage Disposal	3							
26	Frymaster Corporation	FPH 217SC	7310-01-470-4776	Deep Fat Fryer	1							
	Frymaster Corporation	FPH 417SC	7310-01-473-9100	Deep Fat Fryer	1							
	Frymaster Corporation	FPH 317SC	7310-01-468-8723	Deep Fat Fryer	1							
	Frymaster Corporation	FPH 17SC	7310-01-509-6025	Deep Fat Fryer	1							
	Frymaster Corporation	H17SC-NSU	7310-01-391-8561	Deep Fat Fryer	26							
	Frymaster Corporation	H22 SC NSU	7310-01-314-1204	Deep Fat Fryer	11							
	Frymaster Corporation	H14SC-NSU or H14SC-SUB	7310-01-457-0533	Deep Fat Fryer	4							
26	G.S. Blodgett Company	COSSHA	7310-01-483-4724	Oven, Combination	5							
	G.S. Blodgett Company	MARK-V-112-H NSU	7310-01-385-9738	Oven, Convection	13							
27	General Slicing Company	CT12P-R	7320-01-275-8032	Garbage Disposal	3							
	General Slicing Company	H34P-R	7320-01-309-4212	Garbage Disposal	5							
28	Globe Food Equipment Company	3500 NSU	7320-01-383-2079	Meat Slicer	5							
	Globe Food Equipment Company	3975 NSU	7320-01-383-2099	Meat Slicer	5							
29	Grindmaster/Crathco Systems	D15-4	7310-01-481-8448	Beverage Dispenser	4							
	Grindmaster/Crathco Systems	D25-3	7310-01-386-5951	Beverage Dispenser	21							
	Grindmaster/Crathco Systems	D35-3	7310-01-487-3508	Beverage Dispenser	1							
	Grindmaster/Crathco Systems	D35-4	7310-01-101-1193	Beverage Dispenser	1							

Maritime and Aviation Unique
Food Service Equipment

Equipment ONLY					FOB DESTINATION PRICING					OTHER THAN STANDARD WARRANTY		
LOT	COMPANIES	MODEL/PART NUMBERS	NSN	NOMENCLATURE	EST QTY	LIST PRICE	DISC AS %	TRANSPORTATION	SELLING PRICE	DLVY ARO	TERM	PRICE
30	Green Division	EE20	7310-01-364-6312	Kettle, Steam Jacketed	1							
	Green Division	TDB-20	7310-00148-7170	Kettle, Steam Jacketed	2							
	Green Division	TDB-20	7310-01-498-3952	Kettle, Steam Jacketed	2							
	Green Division	TDB-40	7310-01-498-3957	Kettle, Steam Jacketed	5							
31	Hobart Corporation	FD3-150-ML32440	7320-01-283-2073	Garbage Disposal	18							
	Hobart Corporation	FD3-75-230460-60-3	7320-01-297-6611	Garbage Disposal	4							
	Hobart Corporation	84186 WF Hub 115/60/1 NSU	7320-01-378-5845	Food Cutter, Electric	2							
	Hobart Corporation	A-120 (120V)	7320-01-104-5259	Food Mixer	3							
	Hobart Corporation	D300-NSU	7320-01-296-9804	Food Mixer	22							
	Hobart Corporation	H-600-DT (440V)	7320-01-105-0096	Food Mixer	3							
	Hobart Corporation	A200DT NSU	7320-01-320-2662	Food Mixer	3							
	Hobart Corporation	V-1401	7320-01-184-7823	Food Mixer	2							
	Hobart Corporation	610	7320-01-253-8221	Meat Slicer	5							
	Hobart Corporation	2812 (115) NSU	7320-01-383-8538	Meat Slicer	2							
	Hobart Corporation	2712 (115) NSU	7320-01-374-5001	Meat Slicer	13							
	Hobart Corporation	2612 115V	7320-01-342-0898	Meat Slicer	8							
	Hobart Corporation	403 WF SHIPBOARD LEGS	7320-01-127-8243	Meat Tenderizer	1							
	Hobart Corporation	ET-13	7310-01-102-6270	Toaster, Electric	7							
	Hobart Corporation	ET-26	7310-01-389-3294	Toaster, Electric	2							
	Hobart Corporation	6460T 115V	7320-01-378-8980	Vegetable Peeling Machine	1							
	32	Holman Cooking Equipment	GC52-500	7310-00-879-9985	Toaster, Electric	7						
Holman Cooking Equipment		GC53-1000	7310-01-501-0342	Toaster, Electric	1							
33	IMI Cornelius	HD10016	7310-01-285-8652	Beverage Dispenser	5							
	IMI Cornelius	JS7	7310-01-066-8608	Beverage Dispenser	10							
	IMI Cornelius	JWT-202	7310-01-354-4988	Beverage Dispenser	1							
	IMI Cornelius	JWT-303	7310-01-497-5125	Beverage Dispenser	1							
	IMI Cornelius	TJ3	7310-01-426-4067	Beverage Dispenser	11							
34	Insinger Machine Company	P3-NSU	7320-01-445-2978	Garbage Disposal	4							
	Insinger Machine Company	60-20M-NSU-RH	7320-01-189-5059	Dishwashing Machine	1							
	Insinger Machine Company	85-20M-NSU-RH	7320-01-146-0984	Dishwashing Machine	2							
	Insinger Machine Company	85-20M(NSU)LH	7320-01-146-0995	Dishwashing Machine	1							
	Insinger Machine Company	135-20M	7320-01-274-7395	Dishwashing Machine	2							
	Insinger Machine Company	135-20M-NSU-E-LH/U/L	7320-01-384-7757	Dishwashing Machine	2							
	Insinger Machine Company	135-20M-NSU-E-RH/U/L	7320-01-385-1377	Dishwashing Machine	2							
	Insinger Machine Company	135-20M-NSU-S-LH/U/L	7320-01-394-7855	Dishwashing Machine	1							
	Insinger Machine Company	135-20M-NSU-S-LH	7320-01-146-0996	Dishwashing Machine	1							
	Insinger Machine Company	185-20M-NSU-RH	7320-01-189-5061	Dishwashing Machine	2							
	Insinger Machine Company	185-20M-NSU-LH	7320-01-189-5062	Dishwashing Machine	1							
	Insinger Machine Company	250-20M-NSU-RH	7320-01-189-5063	Dishwashing Machine	2							
	Insinger Machine Company	250-20M-NSU-LH	7320-01-189-5064	Dishwashing Machine	3							
	Insinger Machine Company	45SA-SF1	7320-01-102-9456	Dishwashing Machine, Undercounter	1							
	Insinger Machine Company	45SA-SF2 60HZ	7320-01-327-1528	Dishwashing Machine, Undercounter	8							
	Insinger Machine Company	45SA-SF2 NM 60HZ	7320-01-409-1604	Dishwashing Machine, Undercounter	2							
	Insinger Machine Company	45SA5F2D	7320-01-417-8566	Dishwashing Machine, Undercounter	2							
	Insinger Machine Company	50 VP-2	7320-01-379-5434	Vegetable Peeler	1							
	Insinger Machine Company	GALLEYMASTER 135-LH-E	7320-01-537-7907	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 135-LH-E (W/U/L)	7320-01-537-7917	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 135-LH-S	7320-01-537-7477	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 135-LH-S (W/U/L)	7320-01-537-7607	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 135-RH-E	7320-01-537-7909	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 135-RH-E (W/U/L)	7320-01-537-7922	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 135-RH-S	7320-01-537-7478	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 185-LH-E	7320-01-537-7912	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 185-LH-E (W/U/L)	7320-01-537-7926	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 185-LH-S	7320-01-537-7481	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 185-LH-S (W/U/L)	7320-01-537-7515	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 185-RH-E	7320-01-537-7913	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 185-RH-E (W/U/L)	7320-01-537-7930	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 185-RH-S	7320-01-537-7485	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 185-RH-S (W/U/L)	7320-01-537-7518	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 250-LH-E	7320-01-537-7914	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 250-LH-E (W/U/L)	7320-01-537-7935	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 250-LH-S	7320-01-537-7488	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 250-LH-S (W/U/L)	7320-01-537-7519	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 250-RH-E	7320-01-537-7916	Dishwasher	1							

Equipment ONLY					FOB DESTINATION PRICING					OTHER THAN STANDARD WARRANTY		
LOT	COMPANIES	MODEL/PART NUMBERS	NSN	NOMENCLATURE	EST QTY	LIST PRICE	DISC AS %	TRANS-PORTATION	SELLING PRICE	DLVY ARO	TERM	PRICE
	Insinger Machine Company	GALLEYMASTER 250-RH-E (WUL)	7320-01-537-7936	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 250-RH-S	7320-01-537-7491	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 250-RH-S (WUL)	7320-01-537-7522	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 60-LH-E	7320-01-537-7561	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 60-LH-S	7320-01-537-7467	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 60-RH-E	7320-01-537-7696	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 60-RH-S	7320-01-537-7471	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 85-LH-E	7320-01-537-7899	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 85-LH-S	7320-01-537-7473	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 85-RH-E	7320-01-537-7900	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 85-RH-S	7320-01-537-7476	Dishwasher	1							
	Insinger Machine Company	GALLEYMASTER 135-RH-S (WUL)	7320-01-537-7502	Dishwasher	1							
35	Jackson Machine Sales Company Inc	24BPNSU	7320-01-144-2638	Dishwashing Machine, Undercounter	1							
	Jackson Machine Sales Company Inc	10AB MOD	7310-01-101-6261	Dishwashing Machine, Submarine	1							
36	Lang Manufacturing Company	USN-50	7310-01-465-9914	Deep Fat Fryer	14							
	Lang Manufacturing Company	LG-36S-MDI	7310-01-359-2845	Griddle	2							
	Lang Manufacturing Company	LG-48S MDI NSU	7310-01-385-3911	Griddle	3							
	Lang Manufacturing Company	ECO-398M	7310-01-314-7939	Convection Oven	10							
	Lang Manufacturing Company	ECO-397M	7310-01-290-0460	Convection Oven	8							
	Lang Manufacturing Company	ECO-398M	7310-01-227-8214	Convection Oven	1							
	Lang Manufacturing Company	ECO-9M	7310-01-277-4105	Convection Oven	10							
	Lang Manufacturing Company	32S-2MG (480/60/3)	7310-01-367-9599	Convection Oven	2							
	Lang Manufacturing Company	RF21SM-D (480/60/3) NSU	7310-01-411-5899	Range, Convection Oven	1							
	Lang Manufacturing Company	RF21SM-A	7310-01-104-3349	Range, Convection Oven	3							
	Lang Manufacturing Company	RF21SM-G 480V	7310-01-290-5148	Range, Convection Oven	6							
	Lang Manufacturing Company	RF21-G (SUB)	7310-01-473-3019	Range, Convection Oven	1							
37	Leedal, Incorporated	PG-100-TSC	7320-01-105-5397	Pot Scrubber, Utensil Washer	6							
38	Legion Industries, Incorporated	LT 10	7310-01-104-0920	Kettle, Steam Jacketed	1							
	Legion Industries, Incorporated	LT20	7310-01-100-8670	Kettle, Steam Jacketed	5							
	Legion Industries, Incorporated	LT-40 (55PSI)	7310-01-113-2049	Kettle, Steam Jacketed	4							
	Legion Industries, Incorporated	LT-60/SHIP	7310-01-375-0989	Kettle, Steam Jacketed	1							
	Legion Industries, Incorporated	LT-80	7310-01-104-0932	Kettle, Steam Jacketed	1							
	Legion Industries, Incorporated	LWT-20SHIP	7310-01-375-8342	Kettle, Steam Jacketed	4							
	Legion Industries, Incorporated	LWT 60	7310-01-103-9466	Kettle, Steam Jacketed	2							
	Legion Industries, Incorporated	TEH-40 (NAVAL USE)	7310-01-153-8917	Kettle, Steam Jacketed	10							
	Legion Industries, Incorporated	HEC-30	7310-01-174-2333	Kettle, Steam Jacketed	3							
	Legion Industries, Incorporated	MSK5-5	7310-01-466-9535	Deep Fat Fryer	1							
	Legion Industries, Incorporated	MHSL6-5	7310-01-477-9316	Steam Cooker	1							
	Legion Industries, Incorporated	MSKL6-9	7310-01-492-6702	Steam Cooker	1							
	Legion Industries, Incorporated	MSKL6-11 480V	7310-01-485-1493	Deep Fat Fryer	1							
	Legion Industries, Incorporated	MSK15-5	7310-01-469-6355	Steam Cooker	1							
	Legion Industries, Incorporated	MSKL3-9 480V	7310-01-484-9759	Deep Fat Fryer	1							
39	Low Temp Industries	LTD-1515D	7310-01-226-1697	Hot Food Wells	16							
	Low Temp Industries	SRB-48-NSU, R134A	7310-01-511-5028	Refrigerated Beverage Stand	1							
	Low Temp Industries	SRB-57-NSU, R134A	7310-01-509-2642	Refrigerated Beverage Stand	1							
	Low Temp Industries	SRB-78-NSU, R134A	7310-01-510-9615	Refrigerated Beverage Stand	1							
	Low Temp Industries	SRB-84-NSU, R134A	7310-01-511-5048	Refrigerated Beverage Stand	1							
	Low Temp Industries	SRB-93-NSU, R134A	7310-01-511-5050	Refrigerated Beverage Stand	1							
	Low Temp Industries	SRB-94-NSU, R134A	7310-01-515-5598	Refrigerated Beverage Stand	1							
	Low Temp Industries	SRB-100-NSU, R134A	7310-01-510-3948	Refrigerated Beverage Stand	1							
	Low Temp Industries	SRB-118-NSU, R134A	7310-01-510-3839	Refrigerated Beverage Stand	1							
	Low Temp Industries	SRB-145NSU, R134A	7310-01-510-3846	Refrigerated Beverage Stand	1							
	Low Temp Industries	SRB-157-NSU, R134A	7310-01-511-5035	Refrigerated Beverage Stand	1							
	Low Temp Industries	SRB-168NSU, R134A	7310-01-510-3831	Refrigerated Beverage Stand	1							
40	Mannhart Industries	M2000	7320-01-381-9174	Food Cutter, Electric	5							
41	Market Forge Industries Inc	SB-ST-E	7310-01-102-6731	Steam Cooker	17							
42	Master Disposers	A7-L-BC-CCM-S	7310-01-036-0415	Garbage Disposal	3							
	Master Disposers	B5-L7-CCMR-S	7310-01-036-0417	Garbage Disposal	1							
	Master Disposers	ND34-L	7310-01-504-6155	Garbage Disposal	1							

Equipment ONLY						FOB DESTINATION PRICING					OTHER THAN STANDARD WARRANTY	
LOT	COMPANIES	MODEL/PART NUMBERS	NSN	NOMENCLATURE	EST QTY	LIST PRICE	DISC AS %	TRANSPORTATION	SELLING PRICE	DLVY ARO	TERM	PRICE
43	MGR Equipment Corporation	ECP-3-1368RC	7310-01-174-0163	Cold Food Counter	2							
	MGR Equipment Corporation	ECP-5-1368RC-R134A	7310-01-452-8689	Cold Food Counter	1							
	MGR Equipment Corporation	EF-10-1378HNM(R134A)NSU	4110-01-414-4450	Freezer, Undercounter	1							
	MGR Equipment Corporation	EF-20-1378(R404A)	4110-01-406-6101	Freezer, Undercounter	1							
44	NI Industries	WK150-3	7320-01-141-4168	Garbage Disposal	1							
45	Norris Dispenser Company	N10MNS	7310-00-935-3121	Dispenser, Bulk Milk	9							
	Norris Dispenser Company	N15MNS	7310-01-523-2416	Dispenser, Bulk Milk	1							
	Norris Dispenser Company	N5MNS	7310-00-935-6672	Dispenser, Bulk Milk	4							
46	Oliver Products Company	711	7320-01-374-5773	Bread Slicing Machine	1							
	Oliver Products Company	702 120V	7320-01-336-8085	Bread Slicing Machine	1							
47	Panasonic	NE-1257	7310-01-385-8439	Microwave Oven	3							
48	Prince Castle	919-ADS	7320-01-382-5249	Food Cutter	2							
49	Salvajor	2007	7320-01-211-5540	Garbage Disposal	2							
50	Sani Serve Corporation	A401E	4110-01-225-8207	Ice Cream Maker	1							
	Sani Serve Corporation	A407M	4110-01-475-0817	Ice Cream Maker	1							
	Sani Serve Corporation	A408 115/60/1	4110-01-396-0949	Ice Cream Maker	3							
51	Savory Equipment, Inc.	C-20VS 115V	7310-01-135-7072	Toaster, Electric	2							
52	Scotsman Ice Systems, Inc.	IS220S-BF-1A	4110-01-373-8963	Ice Dispenser	1							
	Scotsman Ice Systems, Inc.	MDT4F12A-1A	4110-01-477-7653	Ice Dispenser	1							
	Scotsman Ice Systems, Inc.	MDT4F12A-1A/G	4110-01-510-7003	Ice Dispenser	1							
	Scotsman Ice Systems, Inc.	MDT5N25A-1B	4110-01-396-3048	Ice Dispenser	2							
	Scotsman Ice Systems, Inc.	MDT6N40A-1A	4110-01-381-8300	Ice Dispenser	1							
	Scotsman Ice Systems, Inc.	MDT 5N 40-1AG-R404A	4110-01-505-0266	Ice Dispenser	1							
	Scotsman Ice Systems, Inc.	MDT6N90AS-1A	4110-01-511-5710	Ice Dispenser	1							
	Scotsman Ice Systems, Inc.	NME650AE-1A/R-404A	4110-01-443-8793	Ice Dispenser	2							
	Scotsman Ice Systems, Inc.	NME654AS-1B	4110-01-337-3183	Ice Dispenser	2							
	Scotsman Ice Systems, Inc.	CME506AS-1CHTB350	4110-01-406-9056	Ice Dispenser	1							
	Scotsman Ice Systems, Inc.	NME654AS-1A(X2)VWLP600S/S	4110-01-387-5232	Ice Dispenser	2							
	53	Sears, Roebuck and Co.	42-6058	7320-01-325-8204	Garbage Disposal	3557						
54	Sharp Electronics Corp.	R-21FT	7310-01-365-6638	Microwave Oven	17							
55	Silver King Company	IMPERIAL NSF/SK-1 W Marine Base	7310-01-118-0721	Dispenser, Bulk Milk	5							
	Silver King Company	SK2-IMP	7310-01-117-8032	Dispenser, Bulk Milk	5							
	Silver King Company	IMPERIAL NSF SK-3 W Marine Base	7310-01-117-8033	Dispenser, Bulk Milk	4							
56	Somat	SN-5	4540-01-385-3022	Garbage Disposal	4							
	Somat	SN-3	7320-01-110-4622	Garbage Disposal	4							
	Somat	SN-3S	7320-01-093-1462	Garbage Disposal	4							
57	Star Manufacturing International Inc	G14-Y	7310-01-462-3766	Popcorn Machine	1							
	Star Manufacturing International Inc	39D-A	7310-01-312-0051	Popcorn Machine	3							
	Star Manufacturing International Inc	ST02G-120V	7310-01-137-3003	Toaster, Electric	24							
	Star Manufacturing International Inc	ST04C-120V	7310-01-135-7073	Toaster, Electric	37							
	Star Manufacturing International Inc	SWB7R2	7310-01-268-1526	Electric Waffle Iron	12							
58	Taylor Freezer	741 NAVY R-134A	4110-01-486-6535	Ice Cream Maker	1							
	Taylor Freezer	772 AIR NSU	4110-01-397-4164	Ice Cream Maker	1							
59	Triumph/Magna Mixer Company	HANDY 17 INCH	7320-01-102-8637	Cookie Cutting Machine	1							

Equipment including installation					FOB DESTINATION PRICING							OTHER THAN STANDARD WARRANTY		
LOT	COMPANIES	MODEL/PART NUMBERS	NSN	NOMENCLATURE	EST QTY	LIST PRICE	DISC AS %	DISC \$ VAL	Install	TRANSPORTATION	SELLING PRICE	DLVY ARO	TERM	PRICE
37	Sears, Roebuck and Co.	42-6068		Garbage Disposal	3657									
38	Silver King Company	IMPERIAL NSF SK-1 W/ Marine Base		Dispenser, Bulk Milk	5									
	Silver King Company	SP-IMP		Dispenser, Bulk Milk	5									
	Silver King Company	IMPERIAL NSF SK-3 W/ Marine Base		Dispenser, Bulk Milk	4									
39	Somat	SN-5		Garbage Disposal	4									
	Somat	SN-3		Garbage Disposal	4									
	Somat	SN-3S		Garbage Disposal	4									
40	Taylor Freezer	741 NAVY R-134A		Ice Cream Maker	1									
	Taylor Freezer	772 AIR NSU		Ice Cream Maker	1									
41	Univex Corporation	SRM-12		Food Mixer	1									
	Univex Corporation	SRM 20 NSU 115/60/1		Food Mixer	4									
	Univex Corporation	SRM-30PLUS NSU 480/60/5		Food Mixer	4									
	Univex Corporation	SRM-50PLUS NSU 480/60/5		Food Mixer	1									
	Univex Corporation	7512 NSU		Meat Slicer	4									
	Univex Corporation	8512NSU		Meat Slicer	2									
42	Weiss Manufacturing Co.	G246 480 VAC		Griddle	1									
	Weiss Manufacturing Co.	G-236		Griddle	1									
43	Wilshire Corporation	IMD300-16AS NSU		Ice Dispenser	2									
	Wilshire Corporation	IMD-300-30ASLANSU		Ice Dispenser	3									
	Wilshire Corporation	IMD-600-30AS NSU		Ice Dispenser	33									
	Wilshire Corporation	IMD-600-90AS NSU		Ice Dispenser	36									
	Wilshire Corporation	WCC-500AS NSU		Ice Dispenser	2									
	Wilshire Corporation	WCC-700AS NSU		Ice Dispenser	9									
Options		% Increase Over Base Period												
Option Year 1														
Option Year 2														
Option Year 3														
Option Year 4														

ADDENDUM TO FAR 52.212-4 (continued)

marking shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 365 days after award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

➔ FAR 52.216-19 -- ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than _____ (**vendor fill-in**), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of _____ (**vendor fill-in**)

(2) Any order for a combination of items in excess of _____ (**vendor fill-in**); or

(3) A series of orders from the same ordering office within **3** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **2** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDER(S)

Delivery orders issued against this requirements contract shall be administered by the contract specialist or contracting officer who placed the order on behalf of the government. The DSCP contracting personnel are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. Only an authorized contracting officer acting on behalf of the agency can take these particular procurement actions. Administration of the terms and conditions set forth in the contract is the responsibility of the DSCP contracting officer.

ADDENDUM TO FAR 52.212-4 (continued)

from the contractor or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for any other costs incurred or to be incurred.

(5) 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 this contract.

(d) Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "disputes" clause of this contract.

(e) When the contract specifies ultimate delivery of supplies to a location outside the contiguous United States, such location shall be deemed the destination for purposes of this clause.

→ **(REMOVED WARRANTY PERIOD FOR OVERSEAS SHIPMENTS CLAUSE)**

STATEMENT OF WORK (continued)

II. ITEMS

A. This solicitation is for various food serve equipment items to include Federal Stock Class (FSC) 4110 – Refrigeration Equipment, 7310 – Food Cooking, Baking, and Servicing Equipment, and 7320 – Kitchen Equipment and Appliances. All item descriptions and NSNs can be found in Schedule B Schedule of Supplies.

B. Any changes to the list of the NSNs for the equipment with installation will be provided to the vendor via amendment to this solicitation once obtained.

C. **ORDERING OF PRODUCTS WITHIN SCOPE OF WORK:** Awardees must be prepared to support small dollar value orders. Customers will have the ability to order parts and accessories as separate orders from the awardee under the resultant contracts. There is no minimum amount for orders under the resulting contract to accommodate various customer funding methods. Normally shipboard parts are a part of an Approved Parts List (APL) requirement for a larger equipment order. Items could be funded individually or together under lump sum funding. The scope of orders could range from a single item (i.e. a door assembly for an oven that has its own distinct NSN) to multiple equipment items (i.e. oven, refrigerator, microwave etc) needed for renovation project of a dining facility, not to include the actual renovation, depending on how the customer may fund their requirements.

A. **NAVAL SHIPBOARD ITEMS:** Only Naval Shipboard FSE approved by Naval Surface Warfare Center, Carderock Division (NSWCCD), Code 9783, in Philadelphia PA, may be sold to Navy ships under this FSE program. Items are listed in the Naval Shipboard Food Service Equipment Catalog, S161-Q5-CAT-010, Revision 1, October 1997. However, this catalog has not been recently updated. The most recent FSE listing is provided in Section B of this solicitation. **Vendors may only offer approved FSE items for Naval Shipboard Use (NSU). Any questions pertaining to approved NSU FSE items should be forwarded to Code 9783 at the address below or contact the DSCP technical representative, Frank LaForgia 215-737-8768 for assistance. Submission of any proposed new items should be addressed to:**

Naval Surface Warfare Center
Philadelphia Naval Business Center
Habitability Code 9783
Philadelphia PA 19112-5083

For all naval shipboard items requiring a technical manual, that manual must conform to: ASTM-F760-93 (2000). For all other products, at least one copy of a technical manual must be furnished with equipment where it is normally done so for a commercial customer. In special situations where a technical manual must be created or revised, the manual should also conform, if practical, to ASTM-F760-93 (2000) Standard Specification For Food Service Equipment Manuals. A copy of the ASTM may be obtained by calling ASTM's customer service at (310) 832-9585 or through the worldwide web at <http://www.astm.org>.

Only approved Navy shipboard items in accordance with the Naval Shipboard Food Service Equipment Catalog, S161-Q5-CAT-010, Revision 1, October 1997, or any subsequent revisions as approved by NWSC, may be sold under this FSE Program to Navy customers. All other FSE shall meet commercial standards. Updates to the approved list will be executed in accordance with DLAD 52.216-9006 Addition/Deletion of Items Aug 2005.

STATEMENT OF WORK (continued)

III. PRICING

A. Proposed prices will be evaluated to determine if they are reasonable and realistic using the pricing techniques in FAR Subpart 15.4, including review of Original Equipment Manufacturer (OEM) commercial published catalog price to include verified discounts provided to the OEM's best customers. The OEM may be required to submit invoices to support proposed discounts. Estimated annual quantities for the items selected are indicated next to each item and are for information and evaluation purposes only. Each Lot will require pricing for product and product installed in the East and West Coasts. Installation cost shall be calculated based on the definition of installation provided in paragraph D(4) below.

B. Pricing for equipment will be based on the following formula:

$$\text{Selling Price (Equipment Only)} = \text{List/Catalog Price} - \text{Any Discounts} + \text{Transportation}$$

C. Pricing for the equipment with basic installation will be based on the following formula:

$$\text{Selling Price (Equipment w/installation)} = \text{List/Catalog Price} - \text{Any Discounts} + \text{Basic Installation} + \text{Transportation}$$

Do not submit only the Selling Price; each sub-element must be shown separately as each element will be evaluated (reference schedule of supplies on pages 5-17 of this solicitation).

D. Definitions:

1. Selling Price - The selling price is defined as the total price per unit of equipment charged to DSCP by the contractor (**Note:** This price shall include transportation)

2. List/Catalog Price – The list or catalog price is simply defined as the price for that particular item as charged by the manufacturer and listed in the manufacturer's catalog, prior to any discounts being applied. When offering this price, offeror must indicate which year this list price is in effect; as a rule, offerors should propose using the latest available list prices.

3. Discounts – These discounts can be any discounts provided by the manufacturer for that particular item, such as Factory discounts, Trade Show Discounts, Year End Sales discounts, etc. that the distributor will be passing along to the government's customers. These should be expressed as both a percentage as well as the actual dollar reduction being applied to the selling price. When multiple discounts are utilized, the offeror must provide a single percentage within its unit price calculation (i.e., 50/5/5/5/5/5 = 61.31%). However, the offeror must provide the discounts to comprise the single discount.

4. BASIC INSTALLATION

A. Basic Installation: Basic Installation is the "**REPLACEMENT**" of existing equipment with equipment of the same form, fit and function, connecting gas-to-gas, electric-to-electric, steam-to-steam and water-to-water, etc., to proper existing fittings, valves, service lines, etc. There shall be no system configuration changes.

STATEMENT OF WORK (continued)

B. Basic Installation Includes:

1. Contractors, fully-licensed and insured, inspect the facility or vessel to ensure that a one for one replacement is achievable. (See Below for Additional Requirements for Equipment Installation on Navy vessels)
2. Check building code requirements before starting the installation.
3. Unpack and inspect the equipment for any damage or defects.
4. Prepare the equipment for installation.
5. Install or connect any parts, installation kits or manufacturer-supplied safety hardware, included with equipment.
6. Connect new equipment to existing electric, gas, steam or water service, and test the connections for shorts and leaks.
7. Level, secure, and test the operation of the equipment per the manufacturer's specifications.
8. A workmanship guaranteed from the date of installation (should be 90 days from satisfactory system op-test completion).

C. Additional Requirements for Equipment Installation on Navy Vessels:

1. Contractors shall be certified through the two tier vessel repair certification process established by the Navy, which includes the following two agreements:

- a. Master Ship Repair Agreement (MSRA)
- b. Agreement for Boat Repair (ABR)

To apply for certification go to: www.supship.navy

2. Contractors are to comply with Naval Sea Systems Command Technical Specification 9090-310 (series) workmanship requirements for installation of new equipment.

3. Equipment installation is available only in the continental United States (CONUS) including Alaska and Hawaii. Ships deployed or operating outside CONUS should contact their assigned contracting office for instructions.

4. Customers with equipment installation requirements that fall outside of the scope of this contract can contact: Naval Surface Warfare Center Carderock Division, Mr. Raymond Lopez, C/9740, Ph: 215-897-7317, DSN 443-7317, E-Mail: Raymond.r.lopez@navy.mil for assistance.

NOTES:

1. All equipment and associated parts shall be installed under the requirements of the manufacturer's installation instructions.
2. Additional parts, not included with equipment, shall be provided by the customer.
3. Removal and disposal of existing equipment is not included.
4. Installation does not include permits or labor beyond basic installation.

STATEMENT OF WORK (continued)

D. **Access to Installation AREA:** Vendors offering installation will need to gain access to the Port or Air Force Base where the ship or air craft is located. It is the responsibility of the vendor to ensure all proper security measures are taken to enable installers to have access to these areas.

E. If area is not prepared to facilitate basic installation as described above, *contractor* must contact Ms. Dawn Leason, 215-737-4274, or Ms. Karen Howard, 215-737-4267 immediately. Only the contractor is authorized to inform DSCP of areas not prepared for installation. Calls from subcontractors will not be accepted.

IV. **OPTIONS**

A. There are four (4) one-year options in this solicitation. Acceptance of these options by the successful offeror(s) is **mandatory**. These option terms will follow the base year period upon expiration of that term, for a total possible contract period of five (5) years. Exercise of options by the Government is covered in **OPTION FOR REQUIREMENTS CONTRACT TERM EXTENSION** on pages **25-26** for Contract Clause.

B. Prices will be evaluated inclusive of the options, i.e., the totals for all prices for the base term plus option terms will be added together to arrive at the total aggregate dollar value. This dollar value will be used as the basis for evaluating offers.

→ C. Alternate option pricing offers in accordance with the Economic Price Adjustment – Catalog Clause, found as an attachment to amendment 0001 to this solicitation, may be provided in lieu of percentage increases for each option period. The reference to catalog in this clause is to the Original Equipment Manufacturer's catalog. Any other catalogs cannot be used in conjunction with this clause.

STATEMENT OF WORK (continued)

V. INSPECTION AND ACCEPTANCE

1. INSPECTION AND ACCEPTANCE BY THE GOVERNMENT

(A) Saving and reserving to the Government all rights under the inspection provision, the following is applicable to this acquisition:

Inspection at Contractor's Plant

Destination

AND

Acceptance at Contractor's Plant

Destination

Upon execution of DD Form 250/Commercial Invoice by the authorized Government Representative.

(B) Resultant awards or contract will contain the name and address of the office responsible for performance of inspection.

(C) Offeror shall indicate below the location where suppliers will be inspected (if at Origin):

FOR OCONUS Shipments the place of inspection and acceptance will be at the consolidation point listed on each individual order. F.O.B. delivery may be at one of the two identified consolidation points located on page 48 of this solicitation. Terms for OCONUS shipments will be included in the individual orders of the resulting contract(s).

2. WARRANTIES

A. The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties that the contractor or its suppliers, as applicable, gives to any customer. The warranty rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by Clause 52.212-4(o) "Warranty", "Contract Terms and Conditions-Commercial Items" contained in the solicitation.

B. **WARRANTY**: Please indicate the type of warranty your firm offers, basic and/or extended, in the Warranty Column of the spreadsheet located on pages **5-17** of this solicitation. If a cost is associated with the warranty indicate the price and the start of your coverage in your proposal; for example, manufacturer's warranty only – no additional cost, extended 3 year warranty beginning the date of purchase -- \$\$\$, extended 2 year warranty beginning the date manufacturer's warranty expires -- \$\$\$, etc.

STATEMENT OF WORK (continued)

VI DELIVERIES AND PERFORMANCE

1. TERMS OF REQUIREMENTS CONTRACT

The duration of the contract(s) is for a one (1) year base term with four (4) one year options. The ordering period begins the day of contract award.

2. DELIVERY INSTRUCTIONS

A. Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. No pallet exchange programs will be available for the customers listed in this solicitation. Deliveries shall be scheduled according to the customer's timetable as listed in individual orders under the resultant contract(s).

B. Any transportation/delivery questions shall be directed to the Transportation Office especially for *Tentative Shipping Addresses*: telephone 800-456-5507, fax 717-770-2701, email delivery@dla.mil. Use of the Distribution Planning & Management System (DPMS) will be required for most, if not all, orders placed under the resultant contract(s). DPMS will provide the most updated shipping information. Vendors must be registered to utilize DPMS. Visit <https://www.ddc.dla.mil/dmps> for registration instructions and more information.

3. DELIVERY POINTS:

Commander, Navy Region Southwest

937 North Harbor Drive
San Diego, CA 92132-5100
Base Information: 619-556-1011

Commanding Officer

Naval Station

PO Box 280112
Mayport, FL 32228-0112

Commanding Officer

Naval Station Great Lakes

Bldg 1, 2601A Paul Jones St.
Great Lakes, IL 60088
Base Information: (847) 688-3500

Commanding Officer

Naval Weapons Station Earle

201 Hwy 34 S
Colts Neck, NJ 07722-5001
Base Information: 732-866-2500

Commander

Navy Region Mid-Atlantic

6506 Hampton Blvd
Norfolk, VA 23508-1273
Base Information: 757-444-0000
DSN: 564-0000

Commander

Navy Region Northeast

Box 100
Groton, CT 06349-5100
Base Information: 860-694-4636 • DSN: 694-4636

Commanding Officer

Naval Submarine Base Kings Bay

1063 USS Tennessee Avenue
Kings Bay, GA 31547-2606

Commanding Officer

Naval Station Pascagoula

Pascagoula, MS 39567-5000
Base Information: 228-761-2140 • DSN: 358-2140

Commanding Officer

Naval Station Newport

690 Peary Street
Newport, RI 02841-1522
Base Information: 401-841-3456

Commander

Naval Base Kitsap

1100 Hunley Road
Silverdale, WA 98315-1199
Base Information: 360-396-6111
DSN: 744-6111

STATEMENT OF WORK (continued)

5. Performance Metrics

The vendor is expected to attain or exceed the Automated Best Value System (ABVS) score that was noted at time of award. Vendors that do not have a quality or delivery score with the Government and an ABVS score of 999 a baseline ABVS score will be set after first 30 days of delivery. The ABVS score will be monitored monthly and downward trends will be discussed with the awardee as needed. Vendors that fall below their established score at time of award for three consecutive months will be in jeopardy of losing the contract. Quarterly scheduled conference calls with the vendor and the customers will be utilized to discuss performance concerns and/or issues.

6. AUTHORIZED RETURNS

The contractor shall accept returns under the following conditions:

- a. Products shipped in Contractor error;
- b. Products damaged in shipment;
- c. Products with concealed or latent damage;
- d. Products that are recalled;

VII. CONTRACT ADMINISTRATION DATA

1. CONTRACTING AUTHORITY

A. The DSCP Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DSCP Contracting Officer.

B. In the event the vendor effects any change at the direction of any person other than the DSCP Contracting Officer, the change will be considered to have been made without authority and no compensation will be provided. The Contracting Officer must authorize any modification or costs associated with a change.

C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DSCP Contracting Officer.

2. ELECTRONIC INVOICING

A. Refer to 52.212-4(g) on pages **18-19** of this solicitation for invoice content requirements and other invoicing provisions.

B. All invoicing for payment is to be filed electronically using Electronic Data Interchange or DFAS Web Invoicing System (WInS). No paper invoices shall be submitted to DFAS for payment. WInS allows non-EDI capable businesses to electronically invoice. Visit <http://www.dod.mil/dfas/contractorpay/electroniccommerce/webinvoicingwins.html> to register and obtain more information.

C. The same invoice cannot be submitted with different dollar amounts.

STATEMENT OF WORK (continued)

D. Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point.

E. The following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice:

DFAS – Columbus Center
Attn: DFAS – BVDP (SL4701)
PO Box 369031
Columbus, OH 43236-9031

 F. Proof of delivery documentation is required.

Vendors/Manufacturers are requested to send proof of delivery using one of the following methods:

(1) Via e-mail (the preferred method): Vendors can scan the documentation, and e-mail to Charlene.H.Washington@dla.mil. The subject line of the e-mail should read "Proof of delivery – FAST PAYMENT PROCEDURES".

(2) Via regular mail: Vendors can mail the documentation to the below address:

Defense Supply Center Philadelphia
ATTN: Subsistence, Bldg. 6, Charlene Washington
700 Robbins Avenue
Philadelphia, PA 19111

The delivery documentation should include the contract number and call number, at a minimum. Acceptable proof of delivery includes any of the following documents:

(1) UPS Shipments: (Any of the following):

(i) UPS Receipt Card, duly executed by the DSCP customer/consignee.

(ii) A copy of the UPS Tracer, with a copy of the signed UPS delivery manifest and pick-up record.

(iii) A copy of the UPS Tracer, with the receipt signature traced off the UPS delivery manifest and pick-up record.

(2) U.S. Postal Service Shipments: Certificate of mailing.

(3) Common Carrier: A copy of the signed commercial bill of lading indicating the carrier's receipt of the supplies covered by the order.

(4) Other Than Above: A receipted copy of the appropriate delivery document showing receipt at the destination(s) specified in the order.

3. PAYMENTS

A. DFAS Columbus Center is the payment office for this acquisition.

B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 "Contract Term and Conditions – Commercial items", appearing in the section of this solicitation entitled "Contract Clauses".

→ C. Payment is subject to the terms and conditions of Fast Pay. Fast Pay clauses are identified in addendum to 52.212-4 located on page 24 of this solicitation. All electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.

D. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.

→ E. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, Payment by Electronic Funds Transfer –Central Contractor Registration appearing in the section of this solicitation entitled "Contract Clauses".

However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

4.. ADMINISTRATION

A. The Defense Supply Center Philadelphia will perform Administration of the basic Requirements Contract and individual Delivery Orders.

B. The DSCP Contracting Officer must approve any changes to the contract.

FAR 52.212-1 (continued)

- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror;
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

1. Addendum to 52.212-1(b) Submission of offers.

See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, hand carried or faxed (when authorized).

- Faxed offers are NOT authorized for this solicitation.
 Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. Addendum to 52.212-1(c) Period for acceptance of offers.

- Period of acceptance is **180** days.

3. Addendum to 52.212-1(e) Multiple offers.

- Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

4. Addendum to 52.212-1(g) Contract Award.

- If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

5. Addendum to 52.212-1(h) Multiple awards.

- The Government intends to make one award.
 The Government may make more than one award.
 Offers may be submitted for quantities less than those specified.

6. Addendum to 52.212-1(j) Data Universal Numbering System (DUNS) Number

The requirement to provide a DUNS number with the offer applies at all dollar values if the offeror is required to register in the Central Contractor Registration (CCR) Database in accordance with DFARS clause 252.204-7004.

7. Addendum to 52.212-1(l) Debriefing

- a. Paragraph 2, remove technical rating.
b. Delete subparagraph 3.

ADDENDUM TO FAR 52.212-1 (continued)

Defense Supply Center Philadelphia (DSCP)
ATTN: DSCP-PPA (ABVS)
700 Robbins Avenue
Philadelphia, PA 19111-5096
Phone: (215) 737-7844
FAX: (215) 737-7949

(5) ABVS scores are updated monthly. Though contractors may challenge negative data at any time, it is to the contractor's advantage to challenge in a timely manner. Challenged data that has been investigated and validated prior to the next monthly ABVS update will be reflected in the new score. Challenges that are received before the end of the challenge period but are not resolved prior to the next monthly update will be flagged as challenged. Once the challenge is received, the ABVS score is flagged and will remain flagged until the challenge is resolved.

(i) When an ABVS score is flagged, the contractor reviewing ABVS data can see that its challenge has been received and is being investigated. The flag also alerts the contracting officer that certain data reflected in the offeror's score is being challenged and warrants further investigation by the contracting officer.

(ii) When a discrepancy between the offeror's challenged data and the Government's data occurs, it becomes disputed data. The Government will make every effort to resolve the discrepancy expeditiously. However, the Government is the final authority for resolution of disputed data and its use in the source selection process, and the contracting officer may make an award decision despite the existence of an unresolved challenge.

(6) An ABVS score does not determine an offeror's award eligibility, or technical acceptability, nor does it establish or dictate a responsibility or nonresponsibility determination. The ABVS score used for evaluation will be that score in effect at the time offers are evaluated. There is no minimum volume of business required for a contractor to be scored. The contracting officer may consider the volume of business on which the performance score is based as a measure of confidence in the score's indication of performance risk. A contractor with no performance history in the FSC will be given a score of 999.9, which will identify the contractor as a new offeror in that FSC. New offeror status will not be grounds for disqualification for award. Scored offerors with a poor performance record may be considered less favorably than new offerors. Also, the desirability of expanding the supplier base and possible competition enhancement in future procurements will be considered in the source selection decision when new offerors are present.

(7) Contractor caused discrepancies or delinquencies are reflected in ABVS scores as an indicator of past performance. Repair, replacement, or reimbursement of quality and packaging defects does not provide relief from negative ABVS data. Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery score.

(c) **SUBMISSION OF PAST PERFORMANCE INFORMATION:** In addition to the ABVS score, responsibility determination will also be determined through the use of customer past performance questionnaires. The vendors shall submit with their proposal 5 customer references to include: name, phone number, address, actual sales volume (\$ amount and quantity), and the relative ranking of each customer in terms of sales volume.

FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following technical (i.e., non-price) factors, listed in descending order of importance, shall be used to evaluate offers:

Technical factors are:

- Significantly more important than cost or price
- Essentially equal to cost or price
- Significantly less important than cost or price

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

ADDENDUM TO FAR 52.212-2

Delete paragraph (a) above.

52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION
(May 2006) – DLAD

(a) This acquisition is being conducted under Business Systems Modernization (BSM). Quotes/offers in response to this solicitation will be evaluated as specified in the solicitation.

(b) Delivery shall be quoted/offered in terms of a number of days after date of order (ADO). The number of delivery days requested in this solicitation is calculated based on the Government's planned need and customer requirements. Unless delivery is identified elsewhere in the solicitation as an evaluation factor, Quoters/Offerors are encouraged to conform their delivery terms as closely as possible to the delivery days requested. If delivery is not identified as an evaluation factor, there will be no evaluation preference, or penalty, for quotes/offers of fewer delivery days than the number of delivery days requested by the Government. Quoting/offering a greater number of delivery days than requested may result in **the quote/offer not being considered.**

➔ **Addendum to DLAD 52.211-9011 – Paragraph (b) remove “after date of order (ADO)” and replace with “after receipt of order (ARO)”.**

<u>Company</u>	<u>Address</u>	<u>POC</u>	<u>Phone #</u>	<u>Email</u>
Valad Electric Heat Corp	160 Wildey Street, Tarrytown, NY 10591	Geoffrey McCarron	914-631-4927	Not provided
Valad Electric Heat Corp	160 Wildey Street., Tarrytown, NY 10591	Micheal Sora	914-631-4927	Valadeletric@conversent.net
Food Service Equipment	514 Main Street., Gainesville, GA 30501	Eric Thornton	770-535-3700	Erichthornton@fsega.com
Food Service Equipment	514 Main Street., Gainesville, GA 30501	Chris Romberg	Not provided	Chrisromberg@fsega.com
D.W. Boyd Corporation	4003 Colley Ave., Norfolk, VA 23508	Marlo Williams	757-423-2268	Marlo.williams@dwboyd.com
D.W. Boyd Corporation	4003 Colley Ave., Norfolk, VA 23508	D.W. Boyd	757-423-268	Dennis.boyd@dwboyd.com
D.W. Boyd Corporation	4003 Colley Ave., Norfolk, VA 23508	Jennifer Goddard	757-423-1868	Jennifer.goddard@dwboyd.com
Gill Marketing Co.	1903 W. Parkside Lane Ste 100 Phoenix, AZ 85027	B Sue Schneider	800-777-1418	Sschneider@gillmarketing.com
Gill Marketing Co.	1904 W. Parkside Lane Ste. 100 Phoenix, AZ	Robin Lowy	856-778-0485	Rlowy@gillmarketing.com
Gill Marketing Co	312 Dawson St., Moorestown, NJ 08057	Neil Lowy	856-720-4239	Nlowy@gillmarketing.com
Gill Marketing Co	2128 Espey Co., Crofton, MD 21114	Gill McClury	800-666-1418	GmCclury@gillmarketing.com
The Source	502 Rotary Street., Hampton, VA 23661	Diana Rogers	757-825-1400	Drogers@thesource2000.com
The Source	502 Rotary Street., Hampton, Va 23661	Judy Lowman	800-497-1202	jlowman@thesource2000.com
Hobart Corporation	1848 Crystal Springs New Braunfels, TX 78130	Dan Krueger	210-240-9982	Dan.Krueger@Hobartcorp.com
RJH A/C & Refrigeration	12232 Distribution Pl., Beltsville, MD 20705	George Clayton	301-776-7270	George@RJHVACR.com
RJH AC& Refrigeration	12232 Distribution Pl., Beltsville, MD 20705	Mark Winters	301-776-7270	Mark.winters@rjhvacr.com
Vandell Food Service	2401 Nostrand Ave., Brooklyn, NY 11210	Ronald Loiseau	516-902-9502	Golgo13@optonline.net
Vandell Food Service	2401 Nostrand Ave., Brooklyn, NY 11210	Walter Rosenthal	728-541-1069	rubug@optonline.net
Vandell Food Service	2401 Nostrand Ave., Brooklyn, NY 11210	Mike Rosenthal	917-776-3538	Not provided
Dietary Equipment Co.	2205 Main St., Columbia, SC 29201	Hampton Oliver, Sr.	800-755-4777	gholiver@dietequip.com
Dietary Equipment Co.	2205 Main St., Columbia, SC 29201	Hampton Oliver, Jr.	800-755-4777	gholiver@dietequip.com
Insinger Machine	6245 State Rd., Phila., PA 19135	Sandy Diamond	215-624-6966	SDiamond@insingermachine.com
Insinger Machine	6245 State Rd., Phila., Pa 19135	Charles R. Thompson	703-978-5823	COGP2@aol.com
Eagle Marketing Co.	P.O. Box 940 Houston, TX 77383	Paul B. Fellencer	281-355-0271	PaulSR@Eagle.Mktg.com
Eagle Marketing Co	P.O. Box 869 Spring TX 77383	Dana Denson	281-355-0271	ddenson@eaglemtkg.com
CMarkIntera	9570 Two Notch Rd Ste 4., Cola., SC 29229	Regald Dalton	803-699-4940	reggie@cmark.org
Atmost/RTF	793 RT66., Hudson, NY 12534	Tom Finck	518-828-2180	info@RTGmanufacturing.com
Cospolich, Inc.	P.O. Box 1206 Destrehan, LA 70047	Eddie Luguette	985-725-0222	eluguette@cosplich.com
DLA Headquarters	8725 John J. Kingman Rd., Fort Belvoir, VA. 22060	Pamela Northern- Eely	757-836-1413	Pamela.northern-eely@navy.mil
Navy Surface Warfare	5001 S. Broad St., Bldg 4c/9740 Phila., PA 19112	Jim Brechka	215-897-7311	James.brechka@navy.mil
Navy Surface Warfare	Not Provided	Raymond Lopez	215-897-7317	Not Provided



Agenda

9:30 -	9:40	Welcome and Introduction Tom Daley
9:40 -	9:50	Program Overview Sharon Piecyk
9:50 -	10:30	Proposal Requirements Karen Howard
10:30 -	10:45	Break
10:45 -	11:20	Discussion Topics Dawn Leason
11:20 -	11:30	Acquisition Milestones Dawn Leason
11:30 -	12:00	Questions and Answer Session Team
12:00 -	1:00	Lunch
1:00 -	2:30	Breakout Groups (if necessary)
2:30 -	3:00	Summary and Wrap-up (if necessary)



Program Overview

- ◆ **Food Service Equipment Long Term Contracts (LTCs)**
 - ◆ Maritime and Aviation Unique – Navy, Submarine, Air Force
 - ◆ Customer Value Contracts – Land Base Dining Facilities
- ◆ **First time procuring items under LTCs since Prime Vendor Program was initiated**
 - ◆ PV provided up-front design and rehab, configuration management, post installation support
 - ◆ LTC & Simplified Acquisition Procedures (SAP) – supplies and basic installation only
- ◆ **SAP – Interim Support**
- ◆ **Two Industry Conferences**
 - ◆ January 2006 – confirm PV not standard industry practice
 - ◆ May 2006 – Presented new acquisition strategy



Acquisition Overview

- ◆ Maritime and Aviation Unique Items
- ◆ Long Term Requirements Contract
- ◆ Unrestricted
- ◆ Other Than Full and Open Competition
 - ◆ 10 U.S.C 2304(c)(1)
- ◆ OEM Lots
 - ◆ Lots with Equipment
 - ◆ Lots with Equipment + “Basic Installation”
- ◆ Low Price Technically Acceptable
- ◆ Payment Terms - Fast Pay



General Requirements

- ◆ Standard Form 1449 & continuation pages
- ◆ Specification Sheets
- ◆ Options
- ◆ Warranty
- ◆ Customer References
- ◆ Offeror Representations and Certifications
- ◆ Buy American Act - Balance of Payments Program - Trade Agreements
- ◆ Alternative Dispute Resolution, DFARS Offeror Representations & Certifications, Independent Price Determination



Specific Requirements

FAR 52.216-19 -- ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **(vender fill-in)**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

- (1) Any order for a single item in excess of **(vender fill-in)**
- (2) Any order for a combination of items in excess of **(vender fill-in)**; or
- (3) A series of orders from the same ordering office within **3** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.



Specific Requirements (cont)

◆ Pricing

<u>Equipment ONLY</u>		FOB DESTINATION PRICING						
LOT	COMPANIES	NOMENCLATURE	LIST PRICE	DISC AS %	TRANS	SELL PRICE	DLVY ARO	OTHER THAN STANDARD WARRANTY
<u>4</u>	American Metal Ware	Coffee Urn, Single						
	American Metal Ware	Coffee Urn, Twin						

<u>Equipment including installation</u>		FOB DESTINATION PRICING							
LOT	COMPANIES	NOMENCLATURE	LIST PRICE	DISC AS %	Install	TRANS	SELL PRICE	DLY ARO	OTHER THAN STANDARD WARRANTY
<u>16</u>	G.S. Blodgett Company	Oven, Combination							
	G.S. Blodgett Company	Oven, Convection							



Discussion Topics

- ◆ FOB Destination
- ◆ Warranty
- ◆ Basic Installation
- ◆ Option Pricing
 - ◆ Percentage Increase
 - ◆ Catalog EPA
- ◆ Regional vs National Pricing



SUBPAC Requirements

OEM	NSN	Material Description	QTY
Accu-Steam Electric Griddle	7310-01-525-8008	GRIDDLE, SELF-HEATIN	5
American Delphi	7320-01-186-9578	FOOD WASTE DISPOSAL	15
Cleveland Range	7310-01-324-3853	KETTLE, STEAM JACKET	3
Frymaster Corporation	7310-01-457-0533	FRYER, DEEP FAT	4
Groen Division	7310-01-498-3957	KETTLE, STEAM JACKET	3
Hobart Corporation	7320-01-253-8221	MEAT SLICING MACHIN	8
Hobart Corporation	7320-01-525-0231	MIXING MACHINE, FOOD	3
Market Forge	7310-01-519-8399	OVEN, BAKING AND ROA	5
Norris Dispenser Company	7310-00-935-6672	DISPENSER, BULK MILK	8
Sani Serve Corporation	4110-01-225-6207	ICE CREAM MAKER, SOF	3
Taylor Freezer	4110-01-423-2748	ICE CREAM MAKER, SOF	3
Wilshire Corporation	4110-01-408-0231	ICEMAKER-DISPENSER	15



Acquisition Milestones

Solicitation Issued	March 15, 2007
Solicitation closing	April 30, 2007
Proposal Evaluations	June 11, 2007
DLA Approval	June 25, 2007
Awards	June 28, 2007

Conclusion



◆ Question and Answer Session

◆ Summary/Wrap Up

**Food Service Equipment – Maritime and Aviation Unique
Pre-Proposal Conference – Briefing Notes and Minutes
March 22, 2007**

Captain Brad Bellis opened the conference welcoming the attendees and providing an overview of where the Food Service Equipment (FSE) program was 1 ½ years ago to where it will be in 6 months, what the interim support is and why DSCP needs to change its overall acquisitions strategy.

Mr. Thomas Daley continued the discussion by introducing the acquisition team – Mrs. Sharon Piecyk, Branch Chief; Mrs. Dawn Leason, Contracting Officer and Mrs. Karen Howard, Contract Specialist. Mr. Daley discussed the two industry meetings held in January and May 2006. The first meeting confirmed that the Prime Vendor concept was not an industry practice and most Original Equipment Manufacturers (OEMs) delivered directly to the customer. The possibility of partnering with GSA was explored during the first conference and it was later decided that this approach was not in the Government's best interest. As a result of the first meeting, DSCP needed to re-look its acquisition strategy. An acquisition strategy was developed where the FSE requirements were divided into two groups, Maritime and Aviation Unique and Land Based Dining Facilities. The second industry meeting served as DSCP's pre-solicitation conference to provide industry with the strategy that DSCP developed and determined the best means in which to solicit the two separate groups of requirements. Since the Prime Vendor contracts were not renewed in June 2006, DSCP has been using small purchase procedures to satisfy customer requirements. Mr. Daley explained that these long term contracts are the first that would go directly to the OEM or authorized dealer/distributor since the Prime Vendor Program (PVP) was initiated. He pointed out that the major difference between the PVP and the current strategy, whether simplified acquisitions or long term contracts, was that DSCP would no longer be providing up-front design and rehab, configuration management and post installation support. Mr. Daley then introduced Mrs. Sharon Piecyk to discuss the Acquisition overview.

Mrs. Piecyk reiterated that this procurement was for Maritime and Aviation unique items. The items under this solicitation are tested and approved by the Navy and Air Force prior to procurement by DSCP. The resulting contracts would be requirements contracts. Unlike previous long term contracts under the FSE program, which were Indefinite Delivery/Quantity type contracts where a guaranteed minimum is established, these contracts are for all requirements to be ordered through the resulting contract, guaranteeing all business for that item to the contract holder. DSCP chose this contract since the procurement history since the PVP was not recorded and all sales data was not captured to develop a minimum that would be beneficial to the government or vendors. This is an unrestricted procurement. There are no small business set-asides since these are part number items and there can not be two or more small businesses offering the product from two different small business sources. In addition, since these are part numbered items, DSCP obtained authority to solicit the requirements under other than full and open competition 10 U.S.C. 2304(c)(1). Hence this procurement's name C1. The OEMs items were divided into Lots associated with each OEM. In addition, DSCP is soliciting for equipment only and equipment with installation. The installation Lots should include the price of the equipment along with the price of basic installation. This is not a Best Value procurement and DSCP is using Low Price Technically Acceptable (LPTA) source selection procedures. In this case, technically acceptable is defined as meeting the minimum requirements of the solicitation, which Karen will discuss in a moment, and not taking exception to the solicitation. Payment terms for the resulting contracts are under Fast Pay Procedures. This will ensure that a receipt is posted when you invoice the order.

Mrs. Karen Howard began the discussion regarding the requirements that constitute a complete proposal package. It is not necessary to return the entire 71-page solicitation. The pages reviewed are the ones that are required to be returned. Any changes discussed and minutes to this meeting are incorporated via this amendment to the solicitation.

GENEAL REQUIREMENTS

1. SF 1449 One copy of **page 1 & page 4** (continuation sheet of SF 1449) with all applicable blocks/sections filled in and signed must be submitted with your proposal. The procurement is unrestricted, however, the NAICS code size standards will be reflected on page 4. The business size for 7310 & 7320 items is 500. And for 4110 items it is 750.
2. As indicated on **page 4** of the solicitation Product Specification Sheets are to be submitted for all items that are being proposed. DSCP is requesting these specification sheets to verify the items being procured, to compare what is being offered to current in-house specs, and to have spec sheets available to provide the customer upon request. A corresponding specification sheet must accompany all items being offered in order for a proposal package to be considered complete.
3. The Option for Requirements Contract Term Extension clause is found on **pages 25-26** of the RFP. This solicitation contains 4 12-month option periods. Acceptance of the options is mandatory. Failure to indicate acceptance will be deemed nonacceptance of the option and may result in rejection of the offeror's entire proposal. There is a statement in bold at the end of the clause providing acceptance of this option. Page 26 of the solicitation package with an X placed in the designated space is required to be returned with your proposal.
4. The Warranty of Supplies clause and Warranty Period for Overseas Shipments clause are located on **pages 32-35** of the solicitation. All offerors are required to fill in and return page 33 where the Warranty of Supplies clause is requesting the vender to fill-in the warranty period after receipt at destination. If you can provide a warranty longer than that indicated on page 33 please indicate the extent of warranty in the column provided in the schedule B. For example, if your standard warranty is 18 months but are willing to price us a 30 month warranty, then 18 is entered on page 33 and 30 is added to schedule B. A column will be added to allow you to price additional warranty. For those items requiring basic installation page 45 is also required to be filled in and returned.
5. Paragraph c of the Responsibility of Offeror clause, located on **page 59** of the RFP, talks about Submission of Past Performance Information. All vendors submitting a proposal are required to submit with their proposal 5 customer references to include: name, phone number, address, actual sales volume (\$ amount and quantity), and the relative ranking of each customer in terms of sales volume. Sales volume ranking is defined as where the customer ranks in terms of the overall annual sales. For instance are the 5 references the top 5 customers or 1st, 5th, 10th, 42nd, 100th? This will give the Government the ability to determine how relevant the past performance results are to our estimated sales volume with your company.

The next three points are being addressed since the information is not required for small purchases:

6. If the Online Representations and Certifications Application (ORCA) website is up-to-date then paragraph J of the Offeror Representations and Certifications clause, located on **page 66**, must be initialed and sent in with a print out of the file found at the ORCA website. If the ORCA website is not up-to-date, then vendors are required to complete the Offeror Representation and Certifications clause and return **pages 62-66** with their proposal.
7. The Buy American Act, Balance of Payments and Trade Agreements clauses are found on **pages 67-69** of the RFP. If these clauses do not apply to the Lots offered please enter "NA" for not applicable in each space of

the clauses. The Alternative Disputes Resolution clause, DFARS Offeror Representations and Certifications, and Certificate of Independent Price Determination clauses are found on **pages 69-71** of the RFP.

All **pages, 67-71**, are required to be acknowledged and returned with your proposal.

SPECIFIC REQUIREMENTS

The Order Limitations Clause is found on **page 31** of the RFP. Our material management system does not automatically combine multiple requisitions under one order. If you receive an award there will be some days that you will receive no orders, 5 separate orders for the same item, or 5 separate orders for 5 different items. Most likely customers will be issuing requisitions for a quantity of 1 EA so we would expect your minimum order quantity to be 1. This situation is similar to Small Purchase procedures currently used to satisfy requirements. It is extremely important to pay close attention to this clause, especially the Maximum order paragraph, (b)(1). DSCP does not want to cause a surge or ramp up situation that would add cost to a vendor's operation. Although the clause states that the contractor is not obligated to honor orders in excess of the maximum amount indicated, this only pertains to the terms and conditions of the contract. The Government would still require the order to be filled but new delivery terms to be negotiated.

This clause with all fill-ins completed must be returned as part of your proposal. If you are a vendor who feels that a maximum order will not adversely affect your operation enter "NA" in the vendor fill-in. I would caution that this practice not be performed but that a thorough analysis be carried out and the order limits filled-in accordingly. If offering on multiple Lots with differing minimum/maximum order requirements, a clause will need to be completed for each Lot that differs.

PRICING

Prices are to be submitted via CD-ROM in addition to all of the paper documents. The chart reflects the pricing structure in which the proposed prices must be submitted. Each sub-element is being requested as each element will be evaluated. List/catalog is the price for a particular item as charged by the manufacturer and listed in the OEM's catalog prior to any discounts. Discounts should be expressed as both a percentage as well as the actual dollar reduction being applied. A column will be added to Schedule B for dollar reduction amount. If a multiple discount is utilized, for example you are a vendor who receives a 50/10/5 discount from a manufacturer, then the single percentage, which I think equates to 57.25, should be placed in the percentage column. Vendors will need to provide the multiple discount used to comprise the single discount reflected as additional information. Since pricing is being requested FOB Destination, transportation is not a cost element to be billed and paid separate from the unit price. We are asking it to be provided to ensure we are evaluating catalog/list price and discounts equally. Lastly, delivery After Receipt of Order. DSCP is requesting from you, the vendor, to provide us the actual delivery timeframe for each item being proposed based on delivery and Production Lead times. Example, a PLT for an item is 30 days and it takes 7 days for delivery from your production facility to the furthest destination, then your ARO is 37 days. The ARO for installation Lots shall include the time it would take to install. Example, a PLT for an item is 30 days and it takes 7 days for delivery from your production facility to the furthest destination and an additional 3 days to install then your ARO is 40 days. A vendor questioned as to what happens to the ARO if not able to install. Presenter indicated that this would be discussed later in the presentation.

Mrs. Dawn Leason facilitated the dialogue on Discussion Topics. The following is a recap of the topics, discussion points, questions and answers.

FOB DESTINATION PRICING

Since the decision to use Fast Pay was made we are required to use FOB Destination pricing. Fast pay procedures prohibit the use of FOB Origin pricing. Under Fast Pay procedures a goods receipt is generated with your invoice allowing the Government to pay you within 15 days of shipping. However, fluctuations in transportation costs are fully burdened upon you whereas FOB Origin pricing burdens the Government with fluctuations in transportation costs. However, a goods receipt is manually processed by the customer or DSCP which adds time to the payment process. If a goods receipt is processed in a timely manner you will be paid in 30 days. However, DFAS calculates the 30 days based on whichever is processed last, the invoice or the goods receipt. So, if a goods receipt is not processed until 15 days after delivery, then you are not getting paid until 45 days after shipment. A vendor asked what constitutes adequate Proof of Delivery (POD). Presenter indicated that any commercial Bill of Lading (BOL), whether it is FEDEX, DHL, Old Dominion, etc., signed by a Government representative acknowledging receipt. Further clarification will be included in the amendment. DSCP believes as small businesses, cash flow is a concern, so the Fast Pay procedures would allow firms to better manage their cash flow. In addition, the customer prefers FOB Destination pricing. This allows them to budget for the entire cost of the item. Under FOB Origin, the customer receives a separate transportation bill from DSCP which they would have had to budget for when developing their annual funding requests. The reconciliation of these two bills for the customer has become administratively burdensome. A vendor asked would DSCP consider using the Government transportation system. Discussion followed to include Distribution Planning & Management System (DPMS) which provides for FOB Origin or FOB Destination shipping terms through Government contracted carriers. It was explained that DPMS currently does not have carriers that deliver to all areas necessary to fulfill customer requirements under this solicitation. In addition, DPMS cannot guarantee timely deliveries given the time sensitivity of ships being in port. It has been proven that commercial delivery methods are more reliable and cost effective. For these reasons, DSCP will keep FOB Destination pricing in the solicitation.

WARRANTY

Warranty is another issue that was raised by both industry and the customer. DSCP heard from industry that warranty could start when an item is shipped, or when received at destination. The customer prefers to have the warranty period begin when the item is installed and is fully functional, which could be six months after delivery. DSCP understands that the customer preference is not an industry standard and would not be an option for this procurement. However, we do need to standardize the warranty terms so the customer has an understanding of what these terms are. A discussion ensued were the two types of terms were confirmed. For the most part, the majority of the manufacturers begin the warranty terms from the date it leaves the warehouse/manufacturing facility. A consensus was taken and reached that warranty terms will begin from the date an item is shipped. If there are any other terms offered, the vendor will thoroughly outline the additional warranty terms, which will be passed onto the customer.

BASIC INSTALLATION

Discussion began with a review of the definition of basic installation. It was explained that not all items on the Equipment only list were candidates for installation that is why there are less Lots in the installation portion. DSCP stressed that installation meant the one-to-one replacement of a piece of equipment. Vendors expressed concerned that if a Lang oven is replacing a Market Forge oven, the existing hook-ups may not be compatible and additional work would need to be performed. Presenter indicated that anything beyond basic installation is not allowed. A vendor asked if it were possible to receive an award for an installation Lot and not the corresponding equipment only Lot. DSCP explained that, yes, this is possible. In addition, a vendor asked if it received a contract for installation, could he use our equipment only contract to purchase the equipment,

have it shipped and his firm would install. DSCP explained that it was their decision on how it structured its subcontracting opportunities and we could not provide him guidance.

Vendor expressed concern with union restrictions regarding ship installations. Vendors in attendance with familiarity installing equipment on ships stated that they have not experienced issues with unions. This was confirmed by Government representatives from the Navy.

A vendor stated that there are standards to quality and installation on ships. This vendor asked if we should include these standards in the definition of basic installation. The same vendor stated that it seems this definition is geared towards land based dining facilities, that it should be revised to reflect the standards required for Maritime customers.

Navy representatives indicated that the Navy has service contracts in place for installation. Navy representatives reiterated their desire to have basic installation removed from DSCP's solicitation.

Vendor asked what happens to pricing, ARO and final installation if ship is not ready when original installation was scheduled or ship moves to a different port. Presenter explained that vendor is responsible for the Contract Specialist or Contracting Officer of record immediately to determine final disposition of installation.

DSCP agreed that it needs to re-evaluate its need for Basic Installation and definition, and will include changes in the amendment.

REGIONAL vs NATIONAL PRICING

There have been concerns expressed that national pricing may add costs to the overall end unit price. Prior to issuance DSCP discussed the possibility of regionalizing customer bases. However, there was concern that this may too closely resemble a Prime Vendor arrangement that is why we went with national pricing. Would regional pricing, i.e. West Coast vs East Coast, alleviate overburdening unit prices with transportation costs? Vendors expressed that regional pricing would enable them to give us a better price based on the delivery location. DSCP asked if two regions (West Coast vs. East Coast) or four regions (North East, North West, South East and South West). The two regions would work better for the equipment only Lots than the installation Lots; but all vendors felt regional pricing would be more beneficial to both them and the customer. DSCP explained that it may overcomplicate the ordering and/or administrative processes to include regional pricing in the solicitation. The vendors also expressed that regional pricing for installation Lots may be more beneficial since there could be up to a 15% difference between Norfolk, VA to Mayport, FL for cost of installers. DSCP stated that it would discuss if Regional pricing would be feasible and beneficial to the Government.

OPTION PRICES

There are a number of ways we could have asked for option price increases. As presented in the solicitation the percentage increases of each year over the base period provides the vendor the opportunity to increase its price based on historical fluctuations in market conditions project forward. Another way to affect option price changes would be to utilize an Economic Price Adjustment based on catalog price increases. Under this scenario, no matter when or how frequent the manufacturer catalog price changes the contracted unit price cannot change until option period is invoked. A vendor, as clarification, stated catalog price increases are only permitted at time of option no matter how many price increases the manufacturer experiences throughout the year. The presenter further stated that the price in effect when option is invoked would be the price throughout the option period. In other words, the last catalog price in effect would be the price for that option period. Additionally, the vendor must possess a bona fide catalog. A bona fide catalog means the catalog must be published, have an effective period, is priced and the prices reflect what is actually being paid by customers, with consideration given to discounts. It is further defined to mean that the catalog, or set of written or known market rules for the product describing price, discount criteria and terms of sale are ones that are readily available to the normal buyers of this product, reflect the actual transaction price being paid in the market for these items by commercial buyers, and are regularly sold in a quantity that are substantial. To determine the transaction price, the vendor is usually asked to provide information on the types of discounts offered, the best price anyone has ever paid for the item and the price paid at the quantity closest to our

requirement to verify the validity of the catalog price and the actual commercial transaction price for the product. The definition and a sample EPA clause are provided in your package. DSCP indicated that if the EPA would be a better means of option increase for a firm that can prove it has a bona fide catalog, then we will accept offers using the EPA clause.

SUBMARINE REQUIREMENTS

Command, Submarine Forces (COMSUB) requested that we incorporate time-phased deliveries based on priority requisition into our delivery schedule. Our system has not been tested to this point to accommodate time deliveries based on priority. What COMSUB and DSCP would like to know is would you, the vendor, be willing to hold inventory to provide 2-day delivery for the following 12 items: If so, please provide in addition to normal pricing for these items. These items will be added as a separate Lot to the solicitation and will more than likely result in a separate award. These items would not be ordered by the Navy to ensure that inventory is maintained to accommodate the COMSUB needs. A vendor questioned if we would purchase the items at the end of the contract period. DSCP indicated that it would; however, adjust the quantity in inventory and make certain that the ordering cycles would ensure that the vendor was left with no inventory at the end of the contract period. A vendor questioned why COMSUB requires a vendor to hold inventory instead of forward stocking items. COMSUB representative was present and explained that 6 critical items are being forward stocked and they wanted to explore the vendor holding inventory before requiring forward stocking for the additional items.

GENERAL DISCUSSION

A vendor asked about pricing for OCONUS shipping and installation. It was explained that all OCONUS orders are delivered to a CONUS consolidation point for overseas shipment. Ships requiring installation at OCONUS points cannot take advantage of the installation lines on any resulting contracts. OCONUS ships are required to locally contract for all installation needs.

Radio Frequency Identification (RFID) tags were mentioned as an additional cost that was not identified on scheduled B. It was explained that RFIDs are only required for OCONUS shipments since they are delivered to a consolidation point. RFID should not have a significant effect on price.

Vendors expressed a concern that NSN item descriptions do not include required accessories for NSU items. Presenter agreed with vendors' concern and deferred to Naval Surface Warfare Center Carderock Division (Carderock) representatives in attendance. There was acknowledgement that there was a lapse in updating item descriptions.

Mr. Tom Daley summarized all points discussed during the conference, thanked everyone for their participation and informed the group that he and the procurement team were available for any one-on-one discussions of additional issues.

Meeting adjourned.

Definition of a BONA FIDE CATALOG

A Bona Fide catalog means the catalog must be published, have an effective period, is priced and the prices reflect what is actually being paid by customers, with consideration given to discounts. It is further defined to mean that the catalog, or set of written or known market rules for the product describing price, discount criteria and terms of sale are ones that are readily available to the normal buyers of this product, reflect the actual transaction price being paid in the market for these items by commercial buyers, and are regularly sold in a quantity that are substantial. To determine the transaction price, the vendor is usually asked to provide information on the types of discounts offered, the best price anyone has ever paid for the item and the price paid at the quantity closest to our requirement to verify the validity of the catalog price and the actual commercial transaction price for the product. Can't just get the catalog and accept the prices on face value.

ECONOMIC PRICE ADJUSTMENT – ESTABLISHED CATALOG PRICE - MULTIPLE ADJUSTMENTS AUTHORIZED

(a) All price adjustments authorized or mandated herein are based upon changes in the Contractor's List Prices and certain Federal Supply Schedule (FSS) Unit Prices. The clause also provides for voluntary price reductions (VPR) in the form of "specials" or "discounts".

(b) **Definitions:**

(1) **Contract Unit Price:** The price per unit of issue comprised of the "List Price" and the applicable "Discount". The Contract Unit Price is determined by reducing the applicable List Price by the appropriate Discount. The list prices and discounts shall be listed in the contract. The resulting net contract unit prices may or may not be listed in the contract at the discretion of the Contracting Officer.

(2) **Discount:** The percentage reduction off the List Price proposed by the contractor and accepted by the Government. These percentages may vary per item and quantity ordered. They shall be agreed to at time of award and may not be reduced for the life of the contract. These discounts are in addition to any standard trade discounts in the contractor's established commercial Catalog/Price List. (Contractors may offer larger discounts and/or reduced List Prices at any time.)

(3) **List Price:** The established Catalog Unit Prices of the items. In order for a "List Price" to meet the criteria as an established Catalog Price, it must meet the definition in (c)(1) below.

(4) **Voluntary Price Reduction (VPR):** See paragraph (l) below.

(c)(1) The term "**established Catalog Unit Price**", as used in this clause, means a Unit Price that (i) is a Catalog Price for a commercial item sold in substantial quantities to the general public and (ii) is the net price after applying any standard trade discounts offered by the contractor.

(2) Unless otherwise specified, all reference to the terms "FSS Unit Price"(s) or "FSS Price(s)" as used in this clause, shall be the prices appearing in the contractor's current Federal Supply Schedule for the same items under this contract.

(d) The offeror/contractor warrants that (1) the List Prices and the subsequent revisions thereto are the established Catalog Unit Prices in effect at time of Award or adjustment for like quantities of the same items and (2) any Contract Unit Prices determined using these List Prices do not include allowances for any portion of the contingency covered by this clause. The offeror/contractor also warrants that any Contract Unit Prices determined using FSS Unit Prices do not include allowances for any portion of the contingency covered by this clause.

(e) Prior to award the contractor must furnish:

(1) their current established Catalog/Price List, offered Discounts, proposed Contract Unit Prices; and

(2) a copy of their current FSS's, FSS Unit Prices, and the FSS contract expiration dates applicable to any items offered as well as any other information required by the Contracting Officer.

(f) Upon acceptance by the Government, the Award Unit Prices will be established at the List Prices minus the offered Discounts provided the resulting Contract Unit Prices do not exceed any current FSS Unit Price for the same item. Accordingly, offers are cautioned to propose discounts which, when applied to the list prices, will not exceed FSS Unit Prices.

(g) Downward Adjustments.

(1) Downward adjustments to Contract Unit Prices are mandated whenever there are decreases in either 1) List Prices or 2) *FSS Unit Prices when the reduction results in a revised FSS Price which is now lower than the current Contract Unit Price.* The contractor shall promptly notify the Contracting Officer in writing of the amount and effective date of each decrease in List Price and any FSS Unit Price reduction *which results in an FSS Unit Price which is now lower than the current Contract Unit Price.* If the offered price decrease is based upon a reduction in List Price or FSS Price, the Contractor shall propose a lower Contract Unit Price taking into consideration the benchmarks in paragraphs (g)(2) and (3) below. The contractor must furnish a copy of the revised Catalog/Price List or FSS Unit Price as soon as it is available. Also, the contractor must provide an Excel spreadsheet (in both hard copy and disc) that displays for each item with an offered decrease in Contract Unit Price the appropriate information below. For reductions in List Price(s), the Contractor shall submit this information at least 60 days prior to the date when the reduced List Prices take effect. For reductions in FSS Price(s), the Contractor shall provide this information at least 30 days prior to the date the reduced FSS Unit Price(s) takes effect.

- (i) For List Price or FSS Changes: The item number; e.g., 0001AA.
- (ii) For List Price or FSS Changes: The Supplier (Catalog); e.g., ABC Imaging, Inc.
- (iii) For List Price or FSS Changes: The Product Name/Nomenclature; e.g., High Speed Handpiece.
- (iv) For List Price or FSS Changes: Part Number; e.g., HIH 2000
- (v) For List Price or FSS Changes: The List Price upon which the current Contract Unit Price is based.
- (vi) For List Price or FSS Changes: The applicable Contract Discount used as a basis for determining the current Contract Unit Price.
- (vii) For List Price or FSS Changes: The Contract Unit Price currently in effect.
- (viii) For List Price Changes: The reduced List Price.
- (ix) For List Price Changes: The applicable Contract Discount or larger Contract Discount now offered.
- (x) For List Price or FSS Changes: The reduced Contract Unit Price now offered.
- (xi) For List Price Changes: The percentage decrease in List Price from the List Price which determined the current Contract Unit Price to the new, lower List Price.
- (xii) For List Price Changes: The percentage change in Contract Unit Price from the current Contract Unit Price to the new lower Contract Unit Price now offered.
- (xiii) For FSS Changes: The current FSS Unit Price which is about to expire and the new reduced FSS Unit Price which will replace it and triggered this Contract Unit Price reduction.
- (xiv) For List Price Changes: For any items offered to the Department of Veterans Affairs (DVA) under the FSS, the current FSS Unit Price(s) for the same item.

(2) Reductions in List Price(s). If the offered price decrease is based upon a reduction in the List Price, the appropriate discount or larger discount now offered will be applied to each reduced List Price to determine the adjusted Contract Unit Price provided the proposed lower Contract Unit Price does not exceed the lower of the following two benchmarks:

- (i) The offered reduction in Contract Unit Price on a percentage basis must be at least equal to the percentage reduction from the List Price currently in effect under the contract to the new lower List Price; i.e., the current Contract Unit Price must, as a minimum, be reduced by the percentage decrease in List Price.
- (ii) The new proposed lower Contract Unit Price shall not exceed the current FSS Unit Price for the same item.

(3) FSS Price Reductions. If the offered price decrease is based upon a reduction in the FSS Price, the proposed lower Contract Unit Price shall not exceed the following benchmark: The new proposed lower Contract Unit Price shall not exceed the revised lower FSS Price for the same item.

(4) If the proposed Contract Unit Price exceeds the lower of the appropriate List Price benchmarks (for reductions based upon reduced List Prices) or the FSS Price benchmark (for reductions based upon reduced FSS Prices), the Contracting Officer shall determine the proposed price reductions unreasonable and negotiate a price reduction which results in a Contract Unit Price that does not exceed the appropriate benchmarks. (All negotiated price reductions shall be confirmed in writing and will include the agreed-to price(s) and the list price(s) and discount(s) which make up these prices. Changes based upon FSS price reductions will be expressed in terms of the current list price and an appropriate discount which results in an adjusted Contract Unit Price which does not exceed the revised lower FSS Price.) If an agreement cannot be reached the Contracting Officer has the option of removing these items from the Contract or taking the action in the last sentence below. If the proposed Contract Unit Price does not exceed the lowest of the appropriate List Price or FSS Price benchmarks, it will be determined fair and reasonable. Upon acceptance of any proposed price decreases, the Government shall modify the contract to include the reduced list prices and discounts (Changes based upon FSS price reductions will be expressed in terms of the current list price and an appropriate discount which results in an adjusted Contract Unit Price which does not exceed the revised lower FSS Price). The adjusted Contract Unit Prices may or may not be shown in the modification at the discretion of the Contracting Officer. These reduced Contract Unit Prices shall apply to those items ordered on or after the effective date of the reduced List or FSS Unit Price(s). If the contractor fails to notify the Contracting Officer of any List Price or FSS Price decreases within the timeframe and in the manner stated above or agreement on any reduction cannot be reached, the Contracting Officer may determine the applicable adjustment and authorize a unilateral price adjustment retroactively applied to all items ordered on or after the effective date of the decrease in the Contractor's established List or FSS Prices.

(h) Upward Adjustments.

(1) Upward adjustments may be requested once per contract period. Any request for upward price adjustment must be based upon increases in List Prices only. The Contractor shall propose a Contract Unit Price taking into consideration the benchmarks in paragraph (g)(2). The request shall include a copy of the revised Catalog/Price List and the following for each item with a proposed increase in Contract Unit Price:

(i) A separate Excel spreadsheet or ACCESS database, in both hard copy and disc, that displays

for each item with a proposed price increase the following information:

(A) The item number; e.g., 0003.

(B) The Supplier(Catalog); e.g., ABC Dental, Inc.

(C) The Product Name/Nomenclature; e.g., High Speed Handpiece.

(D) The Part Number; e.g., HIH2000.

(E) For the initial year, the List Price that determined the Award Unit Price, the applicable Contract Discount, and the Award Unit Price. For all subsequent contract years, the List Price that determined the highest Contract

Unit Price that was in effect at any time during the preceding Contract Year, the applicable discount, and the highest Contract Unit Price that was in effect during the preceding Contract Year.

(F) The increased List Price and its effective date, the applicable Contract Discount or larger Contract Discount now offered, and the proposed higher Contract Unit Price.

(G) For the initial year, the percentage change from the List Price that determined the award unit price to the new higher List Price. For all subsequent contract years, the percentage change from the List Price that determined the highest Contract Unit Price that was in effect at any time during the preceding Contract Year to the new higher List Price.

(H) For the initial year, the percentage change from the award unit price to the new higher proposed Contract Unit Price. For all subsequent contract years, the percentage change from the

highest Contract Unit Price that was in effect at any time during the preceding contract year to the new higher proposed Contract Unit Price.

(I) For any items offered to the Department of Veterans Affairs (DVA) under the FSS, the current FSS Unit Price(s) for the same item.

(J) Any other information required by the Contracting Officer.

(2) **Benchmarks.** If any List Price increases, and the increase is authorized under this clause, the Contract Unit Prices for any corresponding items ordered after the increase takes effect shall be determined using the increased List Price and either the applicable Discount originally awarded or any larger Discount now offered that applies to the affected item. Proposed increases will be considered fair and reasonable if they do not exceed whichever is the lowest of the following three benchmarks:

(i) For the Initial Year of the contract, the proposed increase in Contract Unit Price on a percentage basis cannot exceed the percentage increase from the List Price that determined the award unit price to the new higher List Price. For all subsequent Contract Years, the proposed increase in Contract Unit Price on a percentage basis cannot exceed the percentage increase from the List Price that determined the highest Contract Unit Price that was in effect at any time during the preceding contract year to the new higher List Price.

(ii) Any proposed higher Contract Unit Price shall not exceed the current FSS Unit Price for the same item.

(iii) Any proposed higher Contract Unit Prices are subject to the following limitations:

(A) For the initial Contract Year, Contract Unit Price increases shall be limited to the following annual ceiling(s) applied to the award unit price for the same item (i.e., any proposed higher Contract Unit Price cannot exceed the award unit price plus the annual ceiling).

(B) For all subsequent Contract Years, Contract Unit Price increases shall be limited to the following annual ceiling(s) applied to the highest Contract Unit Price in effect during the preceding Contract Year for the same item (i.e., any proposed higher Contract Unit Price cannot exceed the highest Contract Unit Price in effect during the preceding Contract Year plus the annual ceiling.)

ANNUAL CEILING, ALL ITEMS: 10%

There is no percentage limit on downward adjustments under this clause.

(3) Upon approval of the proposed price increases, the Government shall modify the contract to include the increased list prices and discounts. The adjusted Contract Unit Prices may or may not be included in the modification at the discretion of the Contracting Officer. Upward price adjustments shall be effective within 60 days after receipt of the contractor's request for upward price adjustment (or at the same time the increased List Price takes effect, whichever is later) unless the Contracting Officer is unable to determine during that period that a price increase on any item or items is fair and reasonable (i.e., the proposed Contract Unit Price exceeds the lowest of the three benchmarks above). In this case, no price increases will be authorized for those items until the Contracting Officer is able to determine the price increases for those items to be fair and reasonable. If necessary, the Contracting Officer shall conduct discussions with the Contractor to negotiate a price reduction which results in a Contract Unit Price that does not exceed the lowest of the three benchmarks. When discussions have concluded and an agreement which results in fair and reasonable prices is reached, the Contractor shall confirm the agreed-to price(s) in writing (The agreement shall also identify the list price and discount which makes up each agreed-to price.) Once the written agreement is received, the Government shall modify the contract to include the increased list prices and discounts. The adjusted Contract Unit Prices may or may not be included in the modification at the discretion of the Contracting Officer (No increases will be effective prior to the date the increased List Price(s) take effect.) If the Contracting Officer and the

contractor are unable to agree upon the price for any items, the Contracting Officer will delete these items from the contract. In addition, the Contracting Officer may also, at any time, remove any item from the contract that the Contracting Officer believes is no longer reasonably priced (if the Contracting Officer and the contractor are unable to agree upon a reduced price) and notify customers accordingly.

(4) Isolated incidents may occur for an item or group of items when proposed increases could exceed the annual ceiling benchmark in paragraph (h)(2)(iii). In such cases the Contractor can submit an adequately justified written request for Contracting Officer approval of an increase in Contract Unit Price that exceeds the ceiling. The Contracting Officer may approve the request on a one-time basis, increase the ceiling for the item or group of items if appropriate, negotiate a lower Contract Unit Price, or delete the item(s) from the contract. In no case may the increase in Contract Unit Price exceed the ceiling without written authorization from the Contracting Officer. Also, no increase will be authorized that results in a Contract Unit Price that exceeds the other benchmarks.

(5) Any increased List Prices shall not be used to compute Contract Unit Prices for Delivery Orders issued before the date the adjusted Contract Unit Prices take effect under the Contract.

(6) If the Contracting Officer removes items from the contract for price unreasonableness (see (g)(4) and (h)(3) and (4) above), all outstanding orders issued prior to the date the items are removed shall be delivered in accordance with the contract delivery schedule and the Government shall pay for such items at the Contract Unit Price in effect at the time of the order.

(i) If the Contracting Officer at any time has any reason to believe that the established List Price has been discontinued, the basis for the List Price has been substantially altered, or that the item no longer meets the criteria to qualify as an established Catalog Priced item, the Contractor shall furnish relevant information as required by the Contracting Officer. If the Contracting Officer determines that any of the preceding conditions are present and a substitute for determining price adjustments is needed, the parties shall promptly agree upon an appropriate substitute for determining adjustments pursuant to this or another appropriate clause. The Contract shall be modified to incorporate the substitute and its effective date.

(j) Pricing actions pursuant to paragraph (c) entitled "Changes" of FAR clause 52.212-4 (including any revisions by addendum thereto) or any other provision of this Contract will be priced as though there were no provisions for Economic Price Adjustment.

(k) Pending approval of any proposed price changes and the subsequent modification of the Contract Unit Prices, payment shall be made at the Contract Unit Prices in effect at the time of order.

(l) **Voluntary Price Reductions (VPR):** A "special or discount" offered by the Contractor which results in a voluntary price reduction for an item or group of items for a given period of time. The Contractor may offer a VPR at any time. The price reductions resulting from these VPRs will be in addition to any price reductions mandated by this EPA clause. The contractor shall notify the Contracting Officer when the VPR takes effect, which items are included, and the length of time the VPR will remain in effect. Once the "special or discount" period expires, prices will revert to the Contract Unit Price(s) in effect at that time.

If a List Price (or FSS Unit Price) decreases when a VPR is in effect, the VPR will remain in effect until it expires if it is lower than the proposed unit price decrease. If the Contractor requests a Contract Unit Price increase based upon an increased List Price when a VPR is in effect, the VPR shall remain in effect until it expires. Upon expiration of the VPR, prices will revert to the adjusted Contract Unit Prices, as calculated in accordance with this clause as if no VPR had been in effect.