

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES <b>1</b>   <b>8</b>
2. AMENDMENT/MODIFICATION NO. <b>0003</b>	3. EFFECTIVE DATE <b>2007 APR 17</b>	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 Dawn Leason (215) 737-4274 E-mail: Dawn.Leason@dla.mil	CODE <b>SP0300</b>	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO. <b>SPM3SE-07-R-0002</b>		
		9B. DATED (SEE ITEM 11) <b>2007 APR 17</b>		
		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.**

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
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

Solicitation: SPM3SE-07-R-0002 Amendment 0003 Maritime and Aviation Unique Food Service Equipment	
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A. The following changes are being incorporated into subject solicitation:

B. Delete page 1 of the Caution Notice and pages 3, 7, 11, 20, and 44 of RFP and replace with the following. Changes identified with arrow in left margin.

1. Deleting all reference to Basic Installation in the RFP.
2. Corrected typo-error to reflect closing date May 7, 2007.
3. Corrected Frymaster part numbers as reflected in Lots 25 & 65.
4. Renumbered Command Submarine Lot 64 to Lot 65.

C. Date and time is not extended from the May 7, 2007 closing.

## FOOD SERVICE EQUIPMENT – MARITIME AND AVIATION UNIQUE ITEMS

# CAUTION NOTICE

- 1. This subsistence solicitation is for food service equipment 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](mailto:Dawn.Leason@dla.mil) or [Karen.Howard@dla.mil](mailto:Karen.Howard@dla.mil). Offerors shall submit their price proposal via CD-ROM in addition to a proposal package.

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

**1. Block 8**

Offer Due Date/Local Time: **Monday, 7 May 2007 4:00 PM Eastern Daylight Savings Time (EDST)**

**2. Block 9 (continued)**

**Mailed offers should be sent to:**

Defense Logistics Agency  
Defense Supply Center Philadelphia  
Post Office Box 56667  
Philadelphia, PA 19111-6667

Solicitation No: **SPM3SE-07-R-0002**

Opening/Closing Date and Time: **Monday, 7 May 2007 4:00 PM (EDST)**

**Handcarried Offers should be delivered to:**

Defense Supply Center Philadelphia  
Business Opportunities Office  
Building 36, 2nd Floor  
700 Robbins Avenue  
Philadelphia, PA 19111-5092

Solicitation No: **SPM3SE-07-R-0002**

Opening/Closing Date and Time: **Monday, 7 May 2007 4:00 PM (EDST)**

[Examples of Handcarried Offers include: In-Person delivery by contractor; or Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier; or USPS Express Mail, USPS Certified Mail.]

**Note:** All handcarried offers are to be delivered between 8:00 a.m. and 4:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service "handcarries" the package to the address specified above for handcarried offers prior to the scheduled opening/closing time. Package must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE** with the solicitation number, date, and time set forth for receipt of offers as indicated in **Block 8 of the Standard Form 1449**.

Equipment ONLY						FOB DESTINATION PRICING					OTHER THAN STANDARD WARRANTY	
LOT	COMPANES	MODEL/PART NUMBERS	NSN	NOMENCLATURE	EST QTY	LIST PRICE	DISC AS %	TRANSPORTATION	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	4110-01-457-8600	Refrigerator, Upright	1							
	Cospolich Refrigerator Company	R20-2M-SN	4110-01-478-8340	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	4110-01-385-1930	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	4110-01-484-0278	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 49/41-2M-SN-MLR	7310-01-499-6695	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 87/53-2M-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)	4110-01-445-3128	Refrigerator, Undercounter	2							
	Cospolich Refrigerator Company	UCR20-2M-SN R134A	4110-01-474-9130	Refrigerator,	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	R10F 10-2M-SN-MLR	4110-01-366-9644	Refrigerator/Freezer, Upright	1							
	Cospolich Refrigerator Company	R13F 17-2M-SN-MLR	4110-01-366-9643	Refrigerator/Freezer, Upright	2							
	Cospolich Refrigerator Company	R13F 17-2M-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	R17F 13-2M-SN-MLR	4110-01-384-5258	Refrigerator/Freezer, Upright	5							
	Cospolich Refrigerator Company	R20F 20-2M-SN-MLR R404A	4110-01-445-3058	Refrigerator/Freezer, Upright	10							
	Cospolich Refrigerator Company	THW30-2M-SN-MLR (134A)	4110-01-463-4613	Refrigerator, Mechanical	1							
	Cospolich Refrigerator Company	THW30-2M-SN-MLR R404A	4110-01-474-9129	Refrigerator, Mechanical	1							
	Cospolich Refrigerator Company	THW50-2M-2N-MLR R404A	4110-01-504-3481	Refrigerator, Mechanical	1							
	Cospolich Refrigerator Company	THW60-2M-SN-MLR R404A	4110-01-484-0277	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	Blun Slicing Machine	2							
24	Emerson	SS300-18	7320-01-209-2401	Garbage Disposal	1							
	Emerson	SS100-29	7320-01-318-0854	Garbage Disposal	3							
25	Frymaster Corporation	FPH 2175C	7310-01-470-4776	Deep Fat Fryer	1							
	Frymaster Corporation	FPH 4175C	7310-01-473-9100	Deep Fat Fryer	1							
	Frymaster Corporation	FPH 3175C	7310-01-468-6723	Deep Fat Fryer	1							
	Frymaster Corporation	FPH 175C	7310-01-509-8025	Deep Fat Fryer	1							
	Frymaster Corporation	H1 75C-NSU	7310-01-391-9561	Deep Fat Fryer	28							
	Frymaster Corporation	H22 SC NSU	7310-01-314-1204	Deep Fat Fryer	11							
	Frymaster Corporation	H145C-NSU	7310-01-457-0533	Deep Fat Fryer	4							
26	G. S. Blodgett Company	COSSHA	7310-01-463-4724	Oven, Combination	5							
	G. S. Blodgett Company	MARK V-112-H NSU	7310-01-385-9738	Oven, Convection	13							
27	General Slicing Company	C712P-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	7320-01-383-2089	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	7310-01-497-3508	Beverage Dispenser	1							
	Grindmaster/Crathco Systems	D35-4	7310-01-101-1183	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 %	TRANS-PORTATION	SELLING PRICE	DLVY ARO	TERM	PRICE	
60	Univex Corporation	SRM-12	7320-01-362-5622	Food Mixer	1								
	Univex Corporation	SRM 20 NSU 115/60/1	7320-01-424-0593	Food Mixer	4								
	Univex Corporation	SRM-80PLUS NSU 480/60/3	7320-01-424-0596	Food Mixer	4								
	Univex Corporation	SRM-80PLUS NSU 480/60/3	7320-01-424-0599	Food Mixer	1								
	Univex Corporation	7512 NSU	7320-01-383-3930	Meat Slicer	4								
	Univex Corporation	8512NSU	7320-01-383-4095	Meat Slicer	2								
61	Valad Electric & Heating	HOU-56	7310-01-070-0196	Baffle Plate Anchor	34								
	Valad Electric & Heating	R1-126AC	7310-00-116-4359	Baffle Plate Assembly	89								
	Valad Electric & Heating	VEH-Z07553	7310-01-349-7627	Bezel Thermo Mount									
	Valad Electric & Heating	HCB-28	7310-00-607-4712	Bracket and Receptacle	17								
	Valad Electric & Heating	R1-148	7310-00-116-4346	Circuit Breaker Assembly	1								
	Valad Electric & Heating	VEH-5-7-32	7310-01-300-7474	Cover Bottom									
	Valad Electric & Heating	R1-122R	7310-01-358-2390	Door Stay Assembly	35								
	Valad Electric & Heating	VEH-5-7	7310-00-905-6212	Electric Warming Oven	125								
	Valad Electric & Heating	VEH-12M	7310-01-280-2951	Electric Warming Oven	87								
	Valad Electric & Heating	78-1207-1	7310-01-016-0866	Electric Warming Oven	3								
	Valad Electric & Heating	MIL-C-36205TYPEII	7310-00-071-3106	Electric Warming Oven	1								
	Valad Electric & Heating	R1-APC	7310-01-420-7258	Electric Warming Oven	2								
	Valad Electric & Heating	VEH6	7310-00-520-0138	Electric Warming Oven	1								
	Valad Electric & Heating	R1-29A	7310-01-349-7830	Element Retainer									
	Valad Electric & Heating	R1115L	7310-01-303-4474	Flange Assembly Bla	1								
	Valad Electric & Heating	VEH-5-7-31	7310-01-451-1410	Food Warming Cover									
	Valad Electric & Heating	VEH-5-7-34	7320-01-014-3507	Food Warming Oven Rack	50								
	Valad Electric & Heating	R1-34	7310-00-103-6961	Food Warming Rack	4								
	Valad Electric & Heating	R1-118	7310-00-103-6939	Galley Compartment Door	5								
	Valad Electric & Heating	5759	7310-00-113-8948	Hi Limb Thermostat	10								
	Valad Electric & Heating	5747	7310-00-115-9706	Jack Mounting Block	1								
	Valad Electric & Heating	R1-122L	7310-00-103-6940	Left Door Stay Assembly	5								
	Valad Electric & Heating	VEH6-126AC	7310-01-014-3504	Oven Baffle Plate Assembly	23								
	Valad Electric & Heating	VEHP-3-18	731001-348-7638	Oven Door Assembly									
Valad Electric & Heating	VEH6-32	7310-01-014-3502	Oven Rear Cover	71									
Valad Electric & Heating	HOUJ01	7310-01-014-3503	Oven Top Cover	1									
Valad Electric & Heating	R1-17	7310-01-349-7629	Retainer Strip										
Valad Electric & Heating	74702	7310-00-113-8952	Timer Switch	5									
Valad Electric & Heating	VEHP-3	7310-01-311-6587	Warming Oven Special										
62	Wells Manufacturing Co	MOD-100-TD	7310-01-417-3701	Hot Food Wells	10								
	Wells Manufacturing Co	G248 480 VAC	7310-01-613-3138	Griddle	1								
	Wells Manufacturing Co	G-236	7310-01-139-0307	Griddle	1								
63	Wlishire Corporation	IMD300-15AS NSU	4110-01-408-0361	Ice Dispenser	2								
	Wlishire Corporation	IMD-300-30ASLAN/SU	4110-01-407-5126	Ice Dispenser	3								
	Wlishire Corporation	IMD-600-30AS NSU	4110-01-408-0231	Ice Dispenser	33								
	Wlishire Corporation	IMD-600-90AS NSU	4110-01-389-0226	Ice Dispenser	36								
	Wlishire Corporation	WCC-600AS NSU	4110-01-408-1742	Ice Dispenser	2								
	Wlishire Corporation	WCC-700AS NSU	4110-01-408-3062	Ice Dispenser	8								
64	Tia Electric Corporation	400-1409-01-L	7310-01-625-0686	Oven, microwave	22								
<b>COMMAND SUBMARINE FORCES</b>						FOB DESTINATION PRICING							
LOT	COMPANIES	MODEL/PART NUMBERS	NSN	NOMENCLATURE	MAX QTY	LIST PRICE	DISC AS %	DISC \$ VAL	STOCKING \$ FEE	TRANS-PORTATION	SELLING PRICE	DLVY ARO	
65	Accu-Stream Electric Griddle	EGF4403E3602-00	7310-01-625-8008	GRIDDLE,SELF-HEATING	5								
	American Delphi	Navy Model 75AD	7320-01-186-8578	FOOD WASTE DISPOSAL	15								
	Cleveland Range	KET6T	7310-01-324-3853	KETTLE,STEAM JACKET	3								
	Frymaster Corporation	H14SC-SUB	7310-01-457-0533	FRYER,DEEP FAT	4								
	Groen Division	TDE-40	7310-01-499-3957	KETTLE,STEAM JACKET	3								
	Hobart Corporation	610	7320-01-253-8221	MEAT SLICING MACHIN	8								
	Hobart Corporation	D300 ML-134211	7320-01-625-0231	MIXING MACHINE,FOOD	3								
	Market Forge	MSA-SB-2600	7310-01-519-8399	OVEN,BAKING AND ROAS	5								
	Norris Dispenser Company	NSMNS	7310-00-935-6672	DISPENSER,BULK MILK	8								
	Sani Serve Corporation	AMU1E	4110-01-225-6207	ICE CREAM MAKER,SOF	3								
	Taylor Freezer	R02 AIR NSU HP62	4110-01-423-2748	ICE CREAM MAKER,SOF	3								
	Wlishire Corporation	IMD-600-30AS NSU	4110-01-408-0231	ICEMAKER-DISPENSER	15								
		Options	% Increase Over Base Period										
		Option Year 1											
		Option Year 2											
		Option Year 3											
	Option Year 4												



## ADDENDUM TO FAR 52.212-4 (continued)

Contract Terms and Conditions – Commercial Items:

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (a), Inspection/Acceptance, is revised to add the following:

“Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered.

2. Paragraph (c), Changes, is deleted in its entirety and replaced with the following:

(c) Changes.

(1) The Contracting Officer may at anytime, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

- (i) method of shipment or packing;
- (ii) place, manner, or time of delivery.

(2) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(3) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(4) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract.”

3. Paragraph (e), Definitions

Add the following:

Food Service Equipment (FSE) - Food Service Equipment is defined as the various types of small, medium or large kitchen equipment and related parts which are normally used in a ship’s galley, scullery, military dining halls and government or institutional cafeterias in order to produce, prepare or store food products and clean utensils and equipment. This also includes products associated with the receipt and storage of food, serving, presentation and preservation of food and clean up or maintenance of FSE. ***FSE does not include accessories, such as, certain small wares, table wares or Food Service Operating Supplies (FSOS); these accessories fall under other DSCP Prime Vendor contracts or other government programs.***

Full Life Cycle Support - “Life Cycle” refers to the operational life of equipment. “Full Life Cycle Support”, for purposes of this solicitation, is defined as any equipment or support for the period before and during the life cycle of food service equipment. Support during the life cycle may include training or warranty support for equipment currently in use.

Commercial Warranties - Standard Commercial Warranties for FSE items typically apply for the first year the product is in use. In some cases, customers may elect to purchase extended warranties for additional coverage beyond the first year as a method to reduce maintenance costs and maintain equipment to operational readiness.

**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. DELETED

**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 = 61.31%). However, the offeror must provide the discounts to comprise the single discount.

4. BASIC INSTALLATION – As expressed by the Naval Sub-Commands due to changes to security and installation requirements the Navy will assume all responsibility for installation for equipment ordered under the resultant contract(s).