

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 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.

FOOD SERVICE EQUIPMENT – MARITIME AND AVIATION UNIQUE ITEMS

CAUTION NOTICE

8. The Defense Supply Center Philadelphia will conduct a **Pre-Proposal Conference** to further clarify and discuss the requirements of this solicitation. Attendance is strongly suggested. Please reference **pages 62-63** of the solicitation for further information.
9. Please note DFARS clause 252.211-7006 Radio Frequency Identification incorporated by reference. Further details regarding RFID can be found by accessing: www.acq.osd.mil/log/rfid/index.htm.
10. A completed proposal consists of the following:
 - a. Price proposal via CD-ROM
 - b. Product Specification sheets for all items being proposed (see **page 4**)
 - c. Page 1 – Signed SF1449 with blocks 12, 17a, 17b, 30a, 30b, and 30c fully completed
 - d. Page 4 – Continuation of SF 1449 blocks
 - e. Page 25-26 – Acknowledgement of clause Option for Requirements Contract Term Extension
 - f. Page 31 – Completion of Order Limitations clause
 - g. Page 32-35 -- Completion of Warranty of Supplies clause
 - h. Pages 62-67 – Fully completed Offeror Representations and Certifications – Commercial Items
 - i. Pages 67-68 -- DFARS 252.225-7000 BUY AMERICAN ACT – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUNE 2005) – **ENTER “NA” for NOT APPLICABLE.**
 - j. Customer references (see **page 59**)

Solicitation Availability: There will be no paper copies of the solicitation available at the conference. However, copies can be obtained at DLA-BSM Internet Bid Board System (DIBBS) web site (<https://www.dibbs.bsm.dla.mil/>). Please contact Dawn Leason for any questions regarding access to DIBBS and downloading the solicitation.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 71	
2. CONTRACT NO.		3. AWARD EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER SPM3SE-07-R-0002		6. SOLICITATION/ISSUE DATE March 13, 2007
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Karen Howard/Dawn Leason			b. TELEPHONE NUMBER (No collect calls) (215) 737-4267		8. OFFER DUE DATE/ LOCAL TIME Apr 30, 07:4:00PM
9. ISSUED BY Defense Logistics Agency Defense Supply Center Philadelphia 700 Robbins Avenue Philadelphia, PA 19111 karen.howard@dla.mil dawn.leason@dla.mil			CODE SP0300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FCR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK 18 IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	12. DISCOUNT TERMS
NOTE: Mail/Hand Carry/Transmit offers as specified on page 3 of this solicitation.			13b. RATING	14. THIS ACQUISITION IS <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO			CODE	16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED		<input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Various FSE 4110, 7310 and 7320 items See Schedule						
<i>(Attach Additional Sheets as Necessary)</i>							
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 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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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 HEREIN				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK _____), 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	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE SIGNED	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE SIGNED	38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER
				42a. RECEIVED BY (Print)	42b. RECEIVED AT (Location)	40. PAD BY	
				42c. DATE REC'D (YY/MM/DD)			

TABLE OF CONTENTS FOR SOLICITATION SPM3SE-07-R-0002

TITLE	PAGE
Standard Form (SF) 1449 Solicitation/Contract/Order for Commercial Items	1
Continuation of any block(s) from SF 1449	3-4
 <u>Contract Clauses</u>	
1. FAR 52.212-4 - Contract Terms and Conditions – Commercial Items	18
2. Addendum to FAR 52.212-4	22
3. FAR 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items	36
4. DFARS 252.212-7001 - Contract Terms and Conditions Required to Implement Statutes or Executive orders Applicable to Defense Acquisition of Commercial Items	40
Any Contract Documents, Exhibits, or Attachments (e.g., PID, Statement of Work)	42
 <u>Solicitation Provisions</u>	
1. FAR 52.212-1 - Instructions to Offerors – Commercial Items	51
2. Addendum to FAR 52.212-1	56
3. [X] FAR 52.212-2 - Evaluation – Commercial Items	60
4. [X] Addendum to FAR 52.212-2	60
5. FAR 52.212-3 - Offeror Representations and Certifications – Commercial Items	62
6. Any other required certifications (e.g., Surplus Material, Buy American Act)	67
7. DFARS 252.212-7000 - Offeror Representations and Certifications – Commercial Items	70

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

1. Block 8

Offer Due Date/Local Time: **Monday, 30 April 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, 30 April 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, 30 April 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.**

**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:

(215) 737-9216 or (215) 737-8414

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

3. 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.)

4. Block 17a: Offeror's CAGE code: _____.

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

6. 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)

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

Equipment ONLY						FOB DESTINATION PRICING						
LOT	COMPANIES	MODEL/PART NUMBERS	NSN	NOMENCLATURE	EST QTY	LIST PRICE	DISC AS %	TRANS-PORTATION	SELLING PRICE	DLVY ARO	OTHER THAN STANDARD WARRANTY	
1	Accu-Steam Electric Griddle	EGF4403B2405-T3	7310-01-525-8934	Electric Griddle	1							
	Accu-Steam Electric Griddle	EGF4403B3602-00	7310-01-525-8008	Electric Griddle	3							
	Accu-Steam Electric Griddle	EGF4403B3605-T3	7310-01-525-8947	Electric Griddle	1							
	Accu-Steam Electric Griddle	EGD4403B3606-00	7310-01-525-8962	Electric Griddle	1							
	Accu-Steam Electric Griddle	EGF4403B4805-T3	7310-01-525-8948	Electric Griddle	1							
	Accu-Steam Electric Griddle	EGD4403B4806-00	7310-01-525-8955	Electric Griddle	1							
2	Amana Refrigeration, Inc.	RFS12MPS	7310-01-478-0318	Microwave Oven	7							
3	American Delphi	Navy Model 75AD	7320-01-186-9578	Garbage Disposal	60							
4	American Metal Ware	7413EX-NSU	7310-01-412-7769	Coffee Urn, Single	8							
	American Metal Ware	7443EX-NSU	7310-01-412-7768	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 Wyatt Corporation	BD-225A	7320-01-174-1596	Butter Dispenser	13							
	American Wyatt Corporation	HR(S)-20	7310-00-525-9117	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	7310-01-462-6251	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	4110-01-378-8553	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	4110-01-378-9115	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	550GT-NSU	7320-01-167-7587	French Fry Potato Extruder	1							
10	Bayonne Stainless Products	CPM-54N	7310-01-338-5829	Cold Food Counter	2							
	Bayonne Stainless Products	CPM-66N	7310-01-301-8817	Cold Food Counter	1							
	Bayonne Stainless Products	CPM-66N	7310-01-383-9932	Cold Food Counter	4							
	Bayonne Stainless Products	CPM-78N	7310-01-387-5104	Cold Food Counter	2							
11	Belshaw Brothers, Inc.	MARK II NSU	7320-01-379-1675	Doughnut Machine	1							
12	Berkel Inc.	MB 7/16	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	DD-80 NSU	7320-01-387-4871	Food Mixer	1							
	Blakeslee	DD-80 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	7310-01-087-0690	Coffee Urn	3							
	Blickman Equipment Company	CR44E	7310-01-033-8767	Coffee Urn	3							
	Blickman Equipment Company	CR6E	7310-01-466-6457	Coffee Urn	1							

Equipment ONLY						FOB DESTINATION PRICING					
LOT	COMPANIES	MODEL/PART NUMBERS	NSN	NOMENCLATURE	EST QTY	LIST PRICE	DISC AS %	TRANSPORTATION	SELLING PRICE	DLVY ARO	OTHER THAN STANDARD WARRANTY
16	Bunn-O-Matic Corporation	CWTF15-3	7310-01-374-2710	Coffeemaker, Automatic	1						
	Bunn-O-Matic Corporation	CWTF15-3	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	7310-01-508-4400	Coffeemaker, Automatic	1						
	Bunn-O-Matic Corporation	VP17-2	7310-01-374-2678	Coffeemaker, Automatic	6						
	Bunn-O-Matic Corporation	VP17-3	7310-01-374-2679	Coffeemaker, Automatic	12						
	Bunn-O-Matic Corporation	VP-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	65-USN-72E/R-L	7320-01-507-0565	Dishwashing Machine	1						
	Champion Industries	65-USN-72E/L-R	7320-01-506-6324	Dishwashing Machine	1						
	Champion Industries	65-USN-72S/R-L	7320-01-481-9088	Dishwashing Machine	1						
	Champion Industries	65-USN-72S/L-R	7320-01-482-8288	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	7320-01-481-9084	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	7320-01-466-8334	Dishwashing Machine	1							
19	Cleveland Range, Inc.	KDL40T	7310-01-375-0969	Kettle, Steam Jacketed	3						
	Cleveland Range, Inc.	KDL-80F	7310-01-375-2062	Kettle, Steam Jacketed	1						
	Cleveland Range, Inc.	KDT8T	7310-01-382-0504	Kettle, Steam Jacketed	2						
	Cleveland Range, Inc.	KDT-6-T	7310-00-528-0493	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	7310-01-387-8029	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	4110-01-464-0281	Freezer, Upright	1						
	Cospolch Refrigerator Company	F25-2M-SN-MLR	4110-01-464-0273	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	4110-01-478-8298	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	F65-2M-SN-MLR	4110-01-464-0278	Freezer, Upright	1						
	Cospolch Refrigerator Company	HFC4T-2S-2M-SN-MLR	7310-01-494-0121	Hot Food Counter	1						
	Cospolch Refrigerator Company	HFC6T2D 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	7310-01-524-4898	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	382						
	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					
LOT	COMPANIES	MODEL/PART NUMBERS	NSN	NOMENCLATURE	EST QTY	LIST PRICE	DISC AS %	TRANSPORTATION	SELLING PRICE	DLVY ARO	OTHER THAN STANDARD WARRANTY
	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	4110-01-397-4179	Refrigerator, Upright	5						
	Cospolich Refrigerator Company	R18-2M-SN-MLR	4110-01-481-3403	Refrigerator, Upright	1						
	Cospolich Refrigerator Company	R18-2M-SN-MLR	4110-01-464-0279	Freezer	1						
	Cospolich Refrigerator Company	R20-2M-SN	4110-01-457-8600	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	4110-01-368-6884	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 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 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,	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	R14F6-2M-SN-MLR	4110-01-445-3065	Refrigerator/Freezer, Upright	4						
	Cospolich Refrigerator Company	R17F13-2M-SN-MLR	4110-01-384-5258	Refrigerator/Freezer, Upright	5						
	Cospolich Refrigerator Company	R20F20-2M-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	4110-01-464-0277	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	SS300-18	7320-01-209-2401	Garbage Disposal	1						
	Emerson	SS100-29	7320-01-318-0854	Garbage Disposal	3						
25	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	7310-01-469-6723	Deep Fat Fryer	1						
	Frymaster Corporation	FPH 17SC	7310-01-509-8025	Deep Fat Fryer	1						
	Frymaster Corporation	H17SC-NSU	7310-01-391-9561	Deep Fat Fryer	28						
	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	COS5HA	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	7320-01-383-2099	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	7310-01-497-3508	Beverage Dispenser	1						
	Grindmaster/Crathco Systems	D35-4	7310-01-101-1183	Beverage Dispenser	1						

Equipment ONLY					FOB DESTINATION PRICING						
LOT	COMPANIES	MODEL/PART NUMBERS	NSN	NOMENCLATURE	EST QTY	LIST PRICE	DISC AS %	TRANSPORTATION	SELLING PRICE	DLVY ARO	OTHER THAN STANDARD WARRANTY
30	Groen Division	EE20	7310-01-384-8312	Kettle, Steam Jacketed	1						
	Groen Division	TDB7-20	7310-00-148-7170	Kettle, Steam Jacketed	2						
	Groen Division	TDB-20	7310-01-498-3952	Kettle, Steam Jacketed	2						
	Groen Division	TDB-40	7310-01-498-3957	Kettle, Steam Jacketed	5						
31	Hobart Corporation	FD3-150-ML32440	7320-01-283-2073	Garbage Disposal	19						
	Hobart Corporation	FD3-75-230/460-60-3	7320-01-297-6611	Garbage Disposal	4						
	Hobart Corporation	84 188 W/ 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-800-DT (440V)	7320-01-105-0096	Food Mixer	3						
	Hobart Corporation	A200DT NSU	7320-01-320-2662	Food Mixer	3						
	Hobart Corporation	V-1401	7320-01-104-7823	Food Mixer	2						
	Hobart Corporation	610	7320-01-253-8221	Meat Slicer	5						
	Hobart Corporation	2612 (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	7320-01-342-0686	Meat Slicer	6						
	Hobart Corporation	403 W/ SHIPBOARD LEGS	7320-01-127-8243	Meat Tenderizer	1						
	Hobart Corporation	ET-13	7310-01-102-6270	Toaster, Electric	7						
	Hobart Corporation	ET26	7310-01-389-3294	Toaster, Electric	2						
	Hobart Corporation	8460T 115V	7320-01-378-8980	Vegetable Peeling Machine	1						
32	Holman Cooking Equipment	QCS2-500	7310-00-879-9885	Toaster, Electric	7						
	Holman Cooking Equipment	QCS3-1000	7310-01-501-0342	Toaster, Electric	1						
33	IMI Cornelius	HD10015	7310-01-285-9652	Beverage Dispenser	5						
	IMI Cornelius	JS7	7310-01-066-8609	Beverage Dispenser	10						
	IMI Cornelius	JWT-202	7310-01-354-4986	Beverage Dispenser	1						
	IMI Cornelius	JWT-303	7310-01-497-5125	Beverage Dispenser	1						
	IMI Cornelius	TJ3	7310-01-428-4082	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	Diswashing Machine	1						
	Insinger Machine Company	85-20M-NSU-RH	7320-01-146-0994	Diswashing Machine	2						
	Insinger Machine Company	85-20M(NSU)LH	7320-01-146-0995	Diswashing Machine	1						
	Insinger Machine Company	135-20M	7320-01-224-7395	Diswashing Machine	2						
	Insinger Machine Company	135-20M-NSU-E-LH/UL	7320-01-384-7757	Diswashing Machine	2						
	Insinger Machine Company	135-20M-NSU-E-RH/UL	7320-01-385-1377	Diswashing Machine	2						
	Insinger Machine Company	135-20M-NSU-S-LH/UL	7320-01-384-7855	Diswashing Machine	1						
	Insinger Machine Company	135-20M-NSU-S-LH	7320-01-146-0996	Diswashing Machine	1						
	Insinger Machine Company	185-20M-NSU-RH	7320-01-189-5061	Diswashing Machine	2						
	Insinger Machine Company	185-20M-NSU-LH	7320-01-189-5062	Diswashing Machine	1						
	Insinger Machine Company	250-20M-NSU-RH	7320-01-189-5063	Diswashing Machine	2						
	Insinger Machine Company	250-20M-NSU-LH	7320-01-189-5064	Diswashing Machine	3						
	Insinger Machine Company	45SA-5F1	7320-01-102-9456	Dishwashing Machine, Undercounter	1						
	Insinger Machine Company	45SA-5F2 60HZ	7320-01-327-1526	Dishwashing Machine, Undercounter	6						
	Insinger Machine Company	45SA-5F2 NM 60HZ	7320-01-409-1804	Dishwashing Machine, Undercounter	2						
	Insinger Machine Company	45SA5F2D	7320-01-417-8586	Dishwashing Machine, Undercounter	2						
	Insinger Machine Company	50 VP-2	7320-01-378-5434	Vegetable Peeler	1						
	Insinger Machine Company	GALLEYMASTER 135-LH-E	7320-01-537-7907	Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 135-LH-E (WUL)	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 (WUL)	7320-01-537-7507	Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 135-RH-E	7320-01-537-7909	Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 135-RH-E (WUL)	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 (WUL)	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 (WUL)	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 (WUL)	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 (WUL)	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 (WUL)	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 (WUL)	7320-01-537-7519	Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 250-RH-E	7320-01-537-7916	Dishwasher	1						

Equipment ONLY						FOB DESTINATION PRICING						
LOT	COMPANIES	MODEL/PART NUMBERS	NSN	NOMENCLATURE	EST QTY	LIST PRICE	DISC AS %	TRANS-PORTATION	SELLING PRICE	DLVY ARO	OTHER THAN STANDARD WARRANTY	
43	MGR Equipment Corporation	ECP-3-1368RC	7310-01-174-0163	Cold Food Counter	2							
	MGR Equipment Corporation	ECP-5-1368RC-R134A	7310-01-462-8689	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	VK150-3	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	7310-01-365-8439	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	4110-01-225-6207	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-1AG	4110-01-510-7003	Ice Dispenser	1							
	Scotsman Ice Systems, Inc.	MDT5N25A-1B	4110-01-396-3048	Ice Dispenser	2							
	Scotsman Ice Systems, Inc.	MDT5N40A-1A	4110-01-391-9300	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-1C/HTB350	4110-01-406-9056	Ice Dispenser	1							
	Scotsman Ice Systems, Inc.	NME654AS-1A(X2)WLP600S/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	7310-01-385-6838	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	7310-01-117-6032	Dispenser, Bulk Milk	5							
	Silver King Company	IMPERIAL NSF SK-3 W/ Marine Base	7310-01-117-6033	Dispenser, Bulk Milk	4							
56	Somat	SN-5	4540-01-365-3022	Garbage Disposal	4							
	Somat	SN-3	7320-01-110-4622	Garbage Disposal	4							
	Somat	SN-3S	7320-01-083-1462	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	34							
	Star Manufacturing International Inc	ST04G-120V	7310-01-135-7073	Toaster, Electric	37							
	Star Manufacturing International Inc	SWB7R2	7310-01-268-1528	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							

Maritime and Aviation Unique
Food Service Equipment

Equipment including installation					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
1	Accu-Steam Electric Griddle	EGF4403B2405-T3		Electric Griddle	1						
	Accu-Steam Electric Griddle	EGF4403B3602-00		Electric Griddle	3						
	Accu-Steam Electric Griddle	EGF4403B3605-T3		Electric Griddle	1						
	Accu-Steam Electric Griddle	EGD4403B3606-00		Electric Griddle	1						
	Accu-Steam Electric Griddle	EGF4403B4605-T3		Electric Griddle	1						
	Accu-Steam Electric Griddle	EGD4403B4606-00		Electric Griddle	1						
2	American Delphi	Navy Model 75AD		Garbage Disposal	60						
	American Wyott Corporation	HR(S)-20		Frankfurter Grill	10						
3	Atlas Metal Industries, Inc.	MCT-1216		Tray Dispenser	1						
4	Atmost Refrigeration Company, Inc.	NAV-3-HT-BC-2		Cold Food Counter	1						
	Atmost Refrigeration Company, Inc.	NAV-4-HT-BC-2 R134A		Cold Food Counter	1						
	Atmost Refrigeration Company, Inc.	NAV-5-HT-BC-2 R404A		Cold Food Counter	1						
	Atmost Refrigeration Company, Inc.	NAV-6-LT		Freezer, Undercounter	1						
	Atmost Refrigeration Company, Inc.	NAV-10-LT-BMC		Freezer, Undercounter	1						
	Atmost Refrigeration Company, Inc.	NAV-5-LT-B		Freezer, Upright	2						
	Atmost Refrigeration Company, Inc.	NAV-15-LT-B		Freezer, Upright	1						
	Atmost Refrigeration Company, Inc.	NAV-65-LT-BMC		Freezer, Upright	1						
	Atmost Refrigeration Company, Inc.	NAV-20-HT-CT R134A		Refrigerator, Undercounter	1						
	Atmost Refrigeration Company, Inc.	NAV-5-HT-B		Refrigerator, Upright	2						
	Atmost Refrigeration Company, Inc.	NAV-10-HT-B		Refrigerator, Upright	1						
	Atmost Refrigeration Company, Inc.	NAV-20-HT-B		Refrigerator, Upright	7						
	Atmost Refrigeration Company, Inc.	NAV-30-HT-B		Refrigerator, Upright	3						
	Atmost Refrigeration Company, Inc.	NAV-40-HT-B		Refrigerator, Upright	2						
	Atmost Refrigeration Company, Inc.	NAV-50-HT-B		Refrigerator, Upright	4						
	Atmost Refrigeration Company, Inc.	NAV-65-HT-B		Refrigerator, Upright	3						
	Atmost Refrigeration Company, Inc.	NAV-3-6-HLT-B		Refrigerator / Freezer, Upright	1						
	Atmost Refrigeration Company, Inc.	NAV-6-14-HLT-B		Refrigerator / Freezer, Upright	1						
5	Basic American Foods	550GT-NSU		French Fry Potato Extruder	1						
6	Bayonne Stainless Products	CPM-54N		Cold Food Counter	2						
	Bayonne Stainless Products	CPM-66N		Cold Food Counter	1						
	Bayonne Stainless Products	CPM-66N		Cold Food Counter	4						
	Bayonne Stainless Products	CPM-78N		Cold Food Counter	2						
7	Belshaw Brothers, Inc.	MARK II NSU		Doughnut Machine	1						
8	Blakeslee	UC-21-NAVY		Dishwashing Machine, Undercounter	2						
	Blakeslee	B-20-CA		Food Mixer	1						
	Blakeslee	DD-60 NSU		Food Mixer	1						
	Blakeslee	DD-80 NSU		Food Mixer	1						
9	Cecilware Corporation	4915-1		Beverage Dispenser, Hot	2						
10	Champion Industries	60-USN-72E/R-L		Dishwashing Machine	1						
	Champion Industries	60-USN-72E/L-R		Dishwashing Machine	1						
	Champion Industries	60-USN-72S/L-R		Dishwashing Machine	1						
	Champion Industries	60-USN-72S/R-L		Dishwashing Machine	1						
	Champion Industries	85-USN-72E/R-L		Dishwashing Machine	1						
	Champion Industries	85-USN-72E/L-R		Dishwashing Machine	1						
	Champion Industries	85-USN-72S/R-L		Dishwashing Machine	1						
	Champion Industries	85-USN-72S/L-R		Dishwashing Machine	1						
	Champion Industries	135-USN-72E/L-R		Dishwashing Machine	1						
	Champion Industries	135-USN-72E/R-L		Dishwashing Machine	1						
	Champion Industries	135-USN-72S/L-R		Dishwashing Machine	1						
	Champion Industries	135-USN-72S/R-L		Dishwashing Machine	1						
	Champion Industries	185-USN-72E/R-L		Dishwashing Machine	1						
	Champion Industries	185-USN-72E/L-R		Dishwashing Machine	1						
	Champion Industries	185-USN-72S/L-R		Dishwashing Machine	1						
	Champion Industries	185-USN-72S/R-L		Dishwashing Machine	1						
	Champion Industries	250-USN-72E/R-L		Dishwashing Machine	1						
	Champion Industries	250-USN-72E/L-R		Dishwashing Machine	1						
	Champion Industries	250-USN-72S/R-L		Dishwashing Machine	1						
	Champion Industries	250-USN-72S/L-R		Dishwashing 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 %	TRANS-PORTATION	SELLING PRICE		DLVY ARO
11	Cleveland Range, Inc.	KDL-40T		Kettle, Steam Jacketed	3						
	Cleveland Range, Inc.	KDL-80F		Kettle, Steam Jacketed	1						
	Cleveland Range, Inc.	KDT6T		Kettle, Steam Jacketed	2						
	Cleveland Range, Inc.	KDT-8-T		Kettle, Steam Jacketed	2						
12	COLLIS C G AND ASSOCIATES	ED-3		Garbage Disposal							
13	Cospolich Refrigerator Company	CFC3T-2M-SN-MLR		Cold Food Counter	2						
	Cospolich Refrigerator Company	CFC3T-2M-SNM-MLR		Cold Food Counter	1						
	Cospolich Refrigerator Company	CF4T-2M-SN-MLR		Cold Food Counter	3						
	Cospolich Refrigerator Company	CF5T-2M-SN-MLR		Cold Food Counter	1						
	Cospolich Refrigerator Company	CF6T-2M-SN-MLR		Cold Food Counter	2						
	Cospolich Refrigerator Company	F18-2M-SN-MLR		Freezer, Upright	3						
	Cospolich Refrigerator Company	F20-2M-SN		Freezer, Upright	1						
	Cospolich Refrigerator Company	F20-2M-SN-MLR		Freezer, Upright	1						
	Cospolich Refrigerator Company	F25-2M-SN-MLR		Freezer, Upright	1						
	Cospolich Refrigerator Company	F30-2M-SN-MLR		Freezer, Upright	2						
	Cospolich Refrigerator Company	F30-2M-SN		Freezer, Upright	1						
	Cospolich Refrigerator Company	F41-2M-SN		Freezer, Upright	1						
	Cospolich Refrigerator Company	F41-2M-SN-MLR		Freezer, Upright	3						
	Cospolich Refrigerator Company	F50-2M-SN		Freezer, Upright	1						
	Cospolich Refrigerator Company	F50-2M-SN-MLR		Freezer, Upright	1						
	Cospolich Refrigerator Company	F65-2M-SN-MLR		Freezer, Upright	1						
	Cospolich Refrigerator Company	HF4T-2S-2M-SN-MLR		Hot Food Counter	1						
	Cospolich Refrigerator Company	HF6T2D 2M-SNM-MLR		Hot Food Counter	1						
	Cospolich Refrigerator Company	HP1H-2M-SN		Proofing Cabinet	1						
	Cospolich Refrigerator Company	HP1H-2M-SNM		Proofing Cabinet	1						
	Cospolich Refrigerator Company	HP1H-2M-SN-MLR		Proofing Cabinet	1						
	Cospolich Refrigerator Company	HP1H-2M-SNM-MLR		Proofing Cabinet	1						
	Cospolich Refrigerator Company	HP1V-2M-SN		Proofing Cabinet	1						
	Cospolich Refrigerator Company	HP1V-2M-SNM		Proofing Cabinet	392						
	Cospolich Refrigerator Company	HP1V-2M-SN-MLR		Proofing Cabinet	1						
	Cospolich Refrigerator Company	HP1V-2M-SNM-MLR		Proofing Cabinet	1						
	Cospolich Refrigerator Company	HP2H-2M-SN		Proofing Cabinet	1						
	Cospolich Refrigerator Company	HP2H-2M-SNM		Proofing Cabinet	1						
	Cospolich Refrigerator Company	HP2H-2M-SN-MLR		Proofing Cabinet	1						
	Cospolich Refrigerator Company	HP2H-2M-SNM-MLR		Proofing Cabinet	1						
	Cospolich Refrigerator Company	HP2V-2M-SN		Proofing Cabinet	1						
	Cospolich Refrigerator Company	HP2V-2M-SNM		Proofing Cabinet	1						
	Cospolich Refrigerator Company	HP2V-2M-SN-MLR		Proofing Cabinet	1						
	Cospolich Refrigerator Company	HP2V-2M-SNM-MLR		Proofing Cabinet	1						
	Cospolich Refrigerator Company	R10-2M-SN		Refrigerator, Upright	1						
	Cospolich Refrigerator Company	R18-2M-SN-MLR		Refrigerator, Upright	5						
	Cospolich Refrigerator Company	R18-2M-SN-MLR		Refrigerator, Upright	1						
	Cospolich Refrigerator Company	R18-2M-SN-MLR		Freezer	1						
	Cospolich Refrigerator Company	R20-2M-SN		Refrigerator, Upright	1						
	Cospolich Refrigerator Company	R20-2M-SN		Refrigerator, Upright	1						
	Cospolich Refrigerator Company	R20-2M-SN-MLR		Refrigerator, Upright	1						
	Cospolich Refrigerator Company	R20-2M-SN-MPT-MLR		Refrigerator, Upright	1						
	Cospolich Refrigerator Company	R41-2M-SN-MLR		Refrigerator, Upright	1						
	Cospolich Refrigerator Company	R41-2M-SN-MLR		Refrigerator, Upright	2						
	Cospolich Refrigerator Company	R4-2M-SN		Refrigerator, Upright	2						
	Cospolich Refrigerator Company	R50-2M-SN-MLR		Refrigerator, Upright	2						
	Cospolich Refrigerator Company	R50-2M-SN-MLR		Refrigerator / Freezer	4						
Cospolich Refrigerator Company	R75-2M-SN-MLR		Refrigerator, Upright	1							
Cospolich Refrigerator Company	RBS 48/60-2M-SN		Refrigerated Beverage Stand	1							
Cospolich Refrigerator Company	RBS 49/41-2M-SN-MLR		Refrigerated Beverage Stand	1							
Cospolich Refrigerator Company	RBS 55/20-2M-2N		Refrigerated Beverage Stand	1							
Cospolich Refrigerator Company	RBS 55/36-2M-2N-MLR		Refrigerated Beverage Stand	1							
Cospolich Refrigerator Company	RBS 55/41-2M-SN		Refrigerated Beverage Stand	1							
Cospolich Refrigerator Company	RBS 67/53-2M-2N		Refrigerated Beverage Stand	1							
Cospolich Refrigerator Company	RBS 71-2M-SN-MLR		Refrigerated Beverage Stand	1							
Cospolich Refrigerator Company	RBS 114-2M-2N		Refrigerated Beverage Stand	1							
Cospolich Refrigerator Company	RBS 120-2M-2N		Refrigerated Beverage Stand	1							
Cospolich Refrigerator Company	UCF10-2M-SN-MLR		Freezer, Undercounter	1							
Cospolich Refrigerator Company	UCF20-2M-SN-MLR R404A		Freezer, Undercounter	2							
Cospolich Refrigerator Company	UCR10-2M-SNM-MLR (R404A)		Refrigerator, Undercounter	2							
Cospolich Refrigerator Company	UCR20-2M-SN R134A		Refrigerator,	1							

Equipment including installation					FOB DESTINATION PRICING						
LOT	COMPANIES	MODEL/PART NUMBERS	NSN	NOMENCLATURE	EST QTY	LIST PRICE	DISC AS %	TRANS-PORTATION	SELLING PRICE	DLVY ARO	OTHER THAN STANDARD WARRANTY
	Cospolich Refrigerator Company	UCR20-2M-SN R404A		Refrigerator, Undercounter	1						
	Cospolich Refrigerator Company	UCF30-2M-SN-MLR		Freezer, Undercounter	1						
	Cospolich Refrigerator Company	R10F10-2M-SN-MLR		Refrigerator/Freezer, Upright	1						
	Cospolich Refrigerator Company	R13F17-2M-SN-MLR		Refrigerator/Freezer, Upright	2						
	Cospolich Refrigerator Company	R13F17-2M-SN-MLR (R134A)		Refrigerator/Freezer, Upright	1						
	Cospolich Refrigerator Company	R14F6-2M-SN-MLR		Refrigerator/Freezer, Upright	4						
	Cospolich Refrigerator Company	R17F13-2M-SN-MLR		Refrigerator/Freezer, Upright	5						
	Cospolich Refrigerator Company	R20F20-2M-SN-MLR R404A		Refrigerator/Freezer, Upright	10						
	Cospolich Refrigerator Company	THW30-2M-SN-MLR (134A)		Refrigerator, Mechanical	1						
	Cospolich Refrigerator Company	THW30-2M-SN-MLR R404A		Refrigerator, Mechanical	1						
	Cospolich Refrigerator Company	THW50-2M-2N-MLR R404A		Refrigerator, Mechanical	1						
	Cospolich Refrigerator Company	THW60-2M-SN-MLR R404A		Refrigerator, Mechanical	1						
	Cospolich Refrigerator Company	RHN-N		Hot Food Wells	1						
14	Emerson	SS300-18		Garbage Disposal	1						
	Emerson	SS100-29		Garbage Disposal	3						
15	Frymaster Corporation	FPH 217SC		Deep Fat Fryer	1						
	Frymaster Corporation	FPH 417SC		Deep Fat Fryer	1						
	Frymaster Corporation	FPH 317SC		Deep Fat Fryer	1						
	Frymaster Corporation	FPH 17SC		Deep Fat Fryer	1						
	Frymaster Corporation	H17SC-NSU		Deep Fat Fryer	28						
	Frymaster Corporation	H22 SC NSU		Deep Fat Fryer	11						
	Frymaster Corporation	H14SC-NSU or H14SC-SUB		Deep Fat Fryer	4						
16	G.S. Blodgett Company	COS5HA		Oven, Combination	5						
	G.S. Blodgett Company	MARK V-112-H NSU		Oven, Convection	13						
17	General Slicing Company	C712P-R		Garbage Disposal	3						
	General Slicing Company	H34P-R		Garbage Disposal	5						
18	Globe Food Equipment Company	3500 NSU		Meat Slicer	5						
	Globe Food Equipment Company	3975 NSU		Meat Slicer	5						
19	Grindmaster/Crathco Systems	D15-4		Beverage Dispenser	4						
	Grindmaster/Crathco Systems	D25-3		Beverage Dispenser	21						
	Grindmaster/Crathco Systems	D35-3		Beverage Dispenser	1						
	Grindmaster/Crathco Systems	D35-4		Beverage Dispenser	1						
20	Groen Division	EE20		Kettle, Steam Jacketed	1						
	Groen Division	TDB7-20		Kettle, Steam Jacketed	2						
	Groen Division	TDB-20		Kettle, Steam Jacketed	2						
	Groen Division	TDB-40		Kettle, Steam Jacketed	5						
21	Hobart Corporation	FD3-150-ML32440		Garbage Disposal	19						
	Hobart Corporation	FD3-75-230/460-60-3		Garbage Disposal	4						
	Hobart Corporation	84186 W/ Hub 115/60/1 NSU		Food Cutter, Electric	2						
	Hobart Corporation	A-120 (120V)		Food Mixer	3						
	Hobart Corporation	D300-NSU		Food Mixer	22						
	Hobart Corporation	H-600-DT (440V)		Food Mixer	3						
	Hobart Corporation	A200DT NSU		Food Mixer	3						
	Hobart Corporation	V-1401		Food Mixer	2						
	Hobart Corporation	610		Meat Slicer	5						
	Hobart Corporation	2612 (115) NSU		Meat Slicer	2						
	Hobart Corporation	2712 (115) NSU		Meat Slicer	13						
	Hobart Corporation	2612 115V		Meat Slicer	6						
	Hobart Corporation	403 W/ SHIPBOARD LEGS		Meat Tenderizer	1						
22	IMI Cornelius	HD10015		Beverage Dispenser	5						
	IMI Cornelius	JS7		Beverage Dispenser	10						
	IMI Cornelius	JWT-202		Beverage Dispenser	1						
	IMI Cornelius	JWT-303		Beverage Dispenser	1						
	IMI Cornelius	TJ3		Beverage Dispenser	11						

Equipment including installation					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	OTHER THAN STANDARD WARRANTY
23	Insinger Machine Company	P3-NSU		Garbage Disposal	4						
	Insinger Machine Company	80-20M-NSU-RH		Diswashing Machine	1						
	Insinger Machine Company	85-20M-NSU-RH		Diswashing Machine	2						
	Insinger Machine Company	85-20M(NSU)LH		Diswashing Machine	1						
	Insinger Machine Company	135-20M		Diswashing Machine	2						
	Insinger Machine Company	135-20M-NSU-E-LH/UL		Diswashing Machine	2						
	Insinger Machine Company	135-20M-NSU-E-RH/UL		Diswashing Machine	2						
	Insinger Machine Company	135-20M-NSU-S-LH/UL		Diswashing Machine	1						
	Insinger Machine Company	135-20M-NSU-S-LH		Diswashing Machine	1						
	Insinger Machine Company	185-20M-NSU-RH		Diswashing Machine	2						
	Insinger Machine Company	185-20M-NSU-LH		Diswashing Machine	1						
	Insinger Machine Company	250-20M-NSU-RH		Diswashing Machine	2						
	Insinger Machine Company	250-20M-NSU-LH		Diswashing Machine	3						
	Insinger Machine Company	45SA-5F1		Dishwashing Machine, Undercounter	1						
	Insinger Machine Company	45SA-5F2 60HZ		Dishwashing Machine, Undercounter	6						
	Insinger Machine Company	45SA-5F2 NM 60HZ		Dishwashing Machine, Undercounter	2						
	Insinger Machine Company	45SA5F2D		Dishwashing Machine, Undercounter	2						
	Insinger Machine Company	50 VP-2		Vegetable Peeler	1						
	Insinger Machine Company	GALLEYMASTER 135-LH-E		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 135-LH-E (WWUL)		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 135-LH-S		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 135-LH-S (WWUL)		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 135-RH-E		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 135-RH-E (WWUL)		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 135-RH-S		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 135-RH-S (WWUL)		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 185-LH-E		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 185-LH-E (WWUL)		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 185-LH-S		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 185-LH-S (WWUL)		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 185-RH-E		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 185-RH-E (WWUL)		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 185-RH-S		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 185-RH-S (WWUL)		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 250-LH-E		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 250-LH-E (WWUL)		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 250-LH-S		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 250-LH-S (WWUL)		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 250-RH-E		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 250-RH-E (WWUL)		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 250-RH-S		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 250-RH-S (WWUL)		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 60-LH-E		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 60-LH-S		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 60-RH-E		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 60-RH-S		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 85-LH-E		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 85-LH-S		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 85-RH-E		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 85-RH-S		Dishwasher	1						
	Insinger Machine Company	GALLEYMASTER 135-RH-S (WWUL)		Dishwasher	1						
24	Jackson Machine Sales Company Inc.	24BPNSU		Dishwashing Machine, Undercounter	1						
	Jackson Machine Sales Company Inc.	10AB MOD		Dishwashing Machine, Submarine	1						
25	Lang Manufacturing Company	USN-50		Deep Fat Fryer	14						
	Lang Manufacturing Company	LG-36S-MDI		Griddle	2						
	Lang Manufacturing Company	LG-48S MDI NSU		Griddle	3						
	Lang Manufacturing Company	ECO-388M		Convection Oven	10						
	Lang Manufacturing Company	ECO-387M		Convection Oven	8						
	Lang Manufacturing Company	ECO-388M		Convection Oven	1						
	Lang Manufacturing Company	ECO-9M		Convection Oven	10						
	Lang Manufacturing Company	32S-2MG (480/60/3)		Convection Oven	2						
	Lang Manufacturing Company	RF21SM-D (480/60/3) NSU		Range, Convection Oven	1						
	Lang Manufacturing Company	RF21SM-A		Range, Convection Oven	3						
	Lang Manufacturing Company	RF21SM-G 480V		Range, Convection Oven	6						
	Lang Manufacturing Company	RF21-G (SUB)		Range, Convection Oven	1						

Equipment including installation					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	OTHER THAN STANDARD WARRANTY
26	Leedal, Incorporated	PG-100-TSC		Pot Scrubber, Utensil Washer	6						
27	Legion Industries, Incorporated	LT 10		Kettle, Steam Jacketed	1						
	Legion Industries, Incorporated	LT20		Kettle, Steam Jacketed	5						
	Legion Industries, Incorporated	LT-40 (55PSI)		Kettle, Steam Jacketed	4						
	Legion Industries, Incorporated	LT-60/SHIP		Kettle, Steam Jacketed	1						
	Legion Industries, Incorporated	LT-80		Kettle, Steam Jacketed	1						
	Legion Industries, Incorporated	LTWT-20/SHIP		Kettle, Steam Jacketed	4						
	Legion Industries, Incorporated	LTWT 60		Kettle, Steam Jacketed	2						
	Legion Industries, Incorporated	TEH-40 (NAVAL USE)		Kettle, Steam Jacketed	10						
	Legion Industries, Incorporated	HEC-30		Kettle, Steam Jacketed	3						
	Legion Industries, Incorporated	MSK5-5		Deep Fat Fryer	1						
	Legion Industries, Incorporated	MHSL6-5		Steam Cooker	1						
	Legion Industries, Incorporated	MSKL6-9		Steam Cooker	1						
	Legion Industries, Incorporated	MSKL6-11 480V		Deep Fat Fryer	1						
	Legion Industries, Incorporated	MSK15-5		Steam Cooker	1						
	Legion Industries, Incorporated	MSKL3-9 480V		Deep Fat Fryer	1						
28	Low Temp Industries	SRB-48-NSU, R134A		Refrigerated Beverage Stand	1						
	Low Temp Industries	SRB-67-NSU, R134A		Refrigerated Beverage Stand	1						
	Low Temp Industries	SRB-78-NSU, R134A		Refrigerated Beverage Stand	1						
	Low Temp Industries	SRB-84-NSU, R134A		Refrigerated Beverage Stand	1						
	Low Temp Industries	SRB-93-NSU, R134A		Refrigerated Beverage Stand	1						
	Low Temp Industries	SRB-84-NSU, R134A		Refrigerated Beverage Stand	1						
	Low Temp Industries	SRB-100-NSU, R134A		Refrigerated Beverage Stand	1						
	Low Temp Industries	SRB-119-NSU, R134A		Refrigerated Beverage Stand	1						
	Low Temp Industries	SRB-145NSU, R134A		Refrigerated Beverage Stand	1						
	Low Temp Industries	SRB-157-NSU, R134A		Refrigerated Beverage Stand	1						
	Low Temp Industries	SRB-168NSU, R134A		Refrigerated Beverage Stand	1						
29	Market Forge Industries Inc.	SB-ST-E		Steam Cooker	17						
30	Master Disposers	A7-L-BC-CCM-S		Garbage Disposal	3						
	Master Disposers	B5-L7-CCMR-S		Garbage Disposal	1						
	Master Disposers	ND34-L		Garbage Disposal	1						
31	MGR Equipment Corporation	ECP-3-1368RC		Cold Food Counter	2						
	MGR Equipment Corporation	ECP-5-1368RC-R134A		Cold Food Counter	1						
	MGR Equipment Corporation	EF-10-1378HNM(R134A)NSU		Freezer, Undercounter	1						
	MGR Equipment Corporation	EF-20-1378(R404A)		Freezer, Undercounter	1						
32	NI Industries	WK150-3		Garbage Disposal	1						
33	Norris Dispenser Company	N10MNS		Dispenser, Bulk Milk	9						
	Norris Dispenser Company	N15MNS		Dispenser, Bulk Milk	1						
	Norris Dispenser Company	N5MNS		Dispenser, Bulk Milk	4						
34	Salvajor	2007		Garbage Disposal	2						
35	Sani Serve Corporation	A401E		Ice Cream Maker	1						
	Sani Serve Corporation	A407M		Ice Cream Maker	1						
	Sani Serve Corporation	A408 115/80/1		Ice Cream Maker	3						
36	Scotsman Ice Systems, Inc.	IS220S-BF-1A		Ice Dispenser	1						
	Scotsman Ice Systems, Inc.	MDT4F 12A-1A		Ice Dispenser	1						
	Scotsman Ice Systems, Inc.	MDT4F 12A-1AG		Ice Dispenser	1						
	Scotsman Ice Systems, Inc.	MDT5N25A-1B		Ice Dispenser	2						
	Scotsman Ice Systems, Inc.	MDT5N40A-1A		Ice Dispenser	1						
	Scotsman Ice Systems, Inc.	MDT 5N 40-1AG-R404A		Ice Dispenser	1						
	Scotsman Ice Systems, Inc.	MDT6N90AS-1A		Ice Dispenser	1						
	Scotsman Ice Systems, Inc.	NME650AE-1A/R-404A		Ice Dispenser	2						
	Scotsman Ice Systems, Inc.	NME654AS-1B		Ice Dispenser	2						
	Scotsman Ice Systems, Inc.	CME506AS-1C/HTB350		Ice Dispenser	1						
	Scotsman Ice Systems, Inc.	NME654AS-1A(X2)W/LP600S/S		Ice Dispenser	2						

**FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
(SEPT 2005)**

(a) *Inspection/Acceptance.*

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.*

The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.*

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.*

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.*

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable Delays.*

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

FAR 52.212-4 (continued)

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration; or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent Indemnity.*

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of Loss.*

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.*

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's Convenience.*

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

FAR 52.212-4 (continued)

(m) *Termination for Cause.*

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.*

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.*

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of Liability.*

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other Compliances.*

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with Laws Unique to Government Contracts.*

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of Precedence.*

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

FAR 52.212-4 (continued)

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

If preceded by an X, the following paragraphs of 52.212-4 contain additional language:

Paragraph

Additional Language

[] (a)

FAR 52.246-2, *Inspection of Supplies - Fixed Price*, is hereby included in this contract and takes precedence over FAR 52.212-4(a).

ADDENDUM TO FAR 52.212-4

THE CLAUSES LISTED BELOW ARE INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. (Also, the full text of a solicitation provision may be accessed electronically at these addresses: FAR and DFARS – <http://www.acq.osd.mil/dp/dars> ; DLAD, PROCLTRs and FARS Deviations – <http://www.dla.mil/j-3/j-336>; Local Clauses - http://www.dscpl.dla.mil/contract/dgpa/Part52_Interface.doc

CLAUSE NUMBER

TITLE/DATE

FAR 52.204-7	Central Contractor Registration (OCT 2003)
FAR 52.209-6	Protecting the Government's Interests When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005)
FAR 52.211-17	Delivery of Excess Quantities (Sep 1989)
FAR 52.217-5	Evaluation of Options (Jul 1990)
FAR 52.223-11	Ozone-Depleting Subsistence (May 2001)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
FAR 52.232-17	Interest (JUNE 1996)
FAR 52.242-13	Bankruptcy (JULY 1995)
FAR 52.242-15	Stop-Work Order (AUG 1989)
FAR 52.247-34	F.O.B. Destination (Nov 1991)
DFARS 252.203-7002	Display of DoD Hotline Poster (Dec 1991)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Alteration to FAR 52.204-7, Alternate A (NOV 2003)
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
DFARS 252.211-7006	Radio Frequency Identification (May 2006)
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (APR 2003)
DFARS 252.232-7010	Levies on Contract Payments (SEPT 2005)
DFARS 252.246-7000	Material Inspection and Receiving Report (Mar 2003)
DLAD 52.211-9009	Non-Acceptability of Government Surplus Material (Apr 2002)
DLAD 52.211-9010	Shipping Documentation - MIL-STD-129P (MAY 2006)
DLAD 52.211-9010	Shipping Documentation - MIL-STD-129P, ALT I (MAY 2006)
DLAD 52.212-9000	Changes-Military Readiness (MAR 2001)
DLAD 52.233-9000	Agency Protests (SEP 1999)

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 basic installation 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.

ADDENDUM TO FAR 52.212-4 (continued)

4. Paragraph (i)(2) Prompt Payment is hereby removed and replaced with the following clauses incorporated by reference:

52.212-9001 APPLICATION OF FAST PAYMENT TO PART 12 ACQUISITIONS (AUG 2005) DLAD

52.213-1 FAST PAYMENT PROCEDURES (MAY 2006) FAR

52.213-9009 FAST PAYMENT PROCEDURE (AUG 2005) DLAD

5. Paragraph (t), Central Contractor Registration(CCR).

Add the following:

(5) Definitions.

"Central Contractor Registration (CCR) Database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) Code" means—

(a) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(b) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code".

"Data Universal Number System (DUNS) Number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) Number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR Database" means that—

(a) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(b) The Contractor's CAGE code is in the CCR database; and

(c) The Government has validated all mandatory data fields and has marked the records

ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER TERMINATION FOR CAUSE (JULY 2004)

If this contract is terminated in whole or part for cause pursuant to Paragraph (m) of the clause included in this contract entitled "Contract Terms and Conditions - Commercial Items", and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases.

The Contractor and Government expressly agree that in addition to any excess costs of repurchase, or any other damages resulting from the Contractor's default, the Contractor shall pay, and the Government shall accept, the sum of \$1,155.00 as payment in full for the administrative costs of such repurchase. The assessment of damages for administrative costs shall apply for any termination for cause for which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

ADDENDUM TO FAR 52.212-4 (continued)

REQUIREMENTS CONTRACT

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Defense Supply Center Philadelphia's (DSCP) requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the DSCP all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The DSCP may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the DSCP shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the DSCP activity or activities specified in the Schedule.

(d) The DSCP is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the DSCP urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the DSCP may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and DSCP's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **180 days**.

OPTION FOR REQUIREMENTS CONTRACT TERM EXTENSION

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option at the end of this clause 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.

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period.

(c) The contracting officer may extend the term of this contract for **4 - 12 month** option period(s) by written notice to the contractor within the time specified in paragraph (e) below provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least **60 days** days before expiration of the contract. The preliminary notice does not commit the Government to an extension.

(d) Performance under the option period shall continue at the same performance level specified for the basic contract.

ADDENDUM TO FAR 52.212-4 (continued)

(e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.

(f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause.

(h) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years.**

(i) The following provisions apply only to negotiated acquisitions:

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$550,000, unless an exception thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to the award of any contract which will contain one or more priced options totaling \$550,000 or more, the submission of cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exception thereto is appropriate in accordance with FAR 15.403-1.

ACCEPTANCE OF THIS OPTION CLAUSE CAN BE INDICATED BY PLACING AN "X" IN THIS SPACE []

252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line	National	Commercial	Source of Supply			Actual
<u>Items</u>	<u>Stock</u>	<u>Item</u>	Company	Address	Part No.	Mfg?
(1)	<u>Number</u>	<u>(Y or N)</u>	(4)	(4)	(5)	(6)
(1)	(2)	(3)	(4)	(4)	(5)	(6)
(1) List each deliverable item of supply and item of technical data.						
(2) If there is no national stock number, list "none."						
(3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.						
(4) For items of supply, list all sources. For technical data, list the source.						
(5) For items of supply, list each source's part number for the item.						
(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.						

ADDENDUM TO FAR 52.212-4 (continued)

52.211-9014 CONTRACTOR RETENTION OF TRACEABILITY DOCUMENTATION (FEB 2006) – DLAD

(a) This clause applies when award is made to a dealer/distributor (non-manufacturer) for “exact product,” as defined in DLAD 52.217-9002, and when traceability documentation was not obtained prior to award.

(b) The Contractor must retain evidence of the technical acceptability of supplies furnished under this contract. Evidence will generally include information tracing the supplies back to the original equipment manufacturer or its authorized distributor. At a minimum, evidence must be sufficient to establish the identity of the product and its manufacturing source. This documentation must be retained for 3 years after final payment under this contract and provided for review (1) at time of Government source inspection, if applicable; (2) during random or directed post-award audits; or (3) to the Contracting Officer upon request.

(c) The Contracting Officer determines the acceptability and sufficiency of documentation or other evidence, at his or her sole discretion. If the Contracting Officer finds the evidence to be unacceptable, or if the Contractor fails to retain or provide the requested evidence, the award may be cancelled.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) “*Hazardous material*,” as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material <i>(If none, insert “None”)</i>	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

ADDENDUM TO FAR 52.212-4 (continued)

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT
_____	_____
_____	_____

ADDENDUM TO FAR 52.212-4 (continued)

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract). MIL-STD-129 can be found in its entirety at [http://www.acq.osd.mil/log/rfid/MIL-STD-129P-chg3-29Oct04%20\(2\).pdf](http://www.acq.osd.mil/log/rfid/MIL-STD-129P-chg3-29Oct04%20(2).pdf)

CLEARANCE AND DOCUMENTATION REQUIREMENTS -- SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS

All shipments to water or air ports for transshipment to overseas destinations are subject to the following requirements unless clearance and documentation requirements have been expressly delegated to the Contractor:

(a) At least 10 days before shipping cargo to a water port, the Contractor shall obtain an Export Release from the Government transportation office for --

- (1) Each shipment weighing 10,000 pounds or more; and
- (2) Each shipment weighing less than 10,000 pounds; if the cargo either --
 - (i) Is classified Top Secret, Secret, or Confidential;
 - (ii) Will require exclusive use of a motor vehicle;
 - (iii) Will occupy full visible capacity of a railway car or motor vehicle;
 - (iv) Is less than a carload or truckload, but will be tendered as a carload or truckload; or
 - (v) Is to be shipped to an ammunition outloading port for water shipment; or
- (3) Each shipment weighing less than 10,000 pounds if the cargo consists of --
 - (i) Narcotics;
 - (ii) Perishable biological material;
 - (iii) Vehicles to be offered for driveaway service;
 - (iv) Explosives, ammunition, poisons or other dangerous articles classified as class 1, division 1.1, 1.2, 1.3, 1.4; class 2, division 2.3; and class 6, division 6.1; or
 - (v) Radioactive material, as defined in 49 CFR 173.403, class 7.

(b) The Contractor is cautioned not to order railway cars or motor vehicles for loading until an Export Release has been received.

(c) If the Contracting Officer directs delivery within a shorter period than 10 days, the Contractor shall advise the transportation office of the date on which the cargo will be ready for shipment.

(d) At least 5 days before shipping cargo to either a water port or an airport (regardless of the weight, security classification, or the commodity description), the Contractor shall provide the Government transportation office the information shown in paragraph (e) below to permit preparation of a Transportation Control and Movement Document (TCMD).

ADDENDUM TO FAR 52.212-4 (continued)

(e) When applying for the Export Release in paragraph (a) above or when providing information for preparation of the TCMD in accordance with paragraph (d) above, the Contractor shall furnish the --

- (1) Proposed date or dates of shipment;
- (2) Number and type of containers;
- (3) Gross weight and cube of the shipment;
- (4) Number of cars or trucks that will be involved;
- (5) Transportation Control Number(s)(TCN) as required for marking under MIL-STD-129 or Federal Standard 123; and
- (6) Proper shipping name as specified in 46 CFR 146.05 for all items classified as dangerous substances as required for marking under MIL-STD-129.

(f) All movement documents (Government or commercial bills of lading or other delivery documents) shall be annotated by the Contractor with the --

- (1) Transportation Control Number, Consignor Code of activity directing the shipment; i.e., cognizant contract administration office, purchasing office when contract administration has been retained, or a Contractor specifically delegated transportation responsibilities under DoD 4500.9-R, Defense Transportation Regulation, responsibilities in the contract, whichever is appropriate, Consignee Code, and Transportation Priority for each shipment unit;
- (2) Export Release Number and valid shipping period, if stated (if expired, the Contractor shall request a renewal); and
- (3) Cubic foot measurement of each shipment unit.

(g) All annotations on the movement documents shall be made in the "Description of Articles" space except, on Government bills of lading the Export Release number and shipping period shall be entered in the space entitled "Route Order/Release No."

(h) The Contractor shall --

- (1) Mail a copy of the bill of lading or other movement document to the transshipment point; and
- (2) Give a copy of the bill of lading or other movement document to the carrier for presentation to the transshipment point with delivery of the shipment.

TREATMENT OF NON-MANUFACTURED WOOD PALLETS AND CONTAINERS (APR 2003)

All wooden pallets and wood containers produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standard Committee, Incorporated (ALSC) in accordance with the latest revision of ALSC Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations (see World Wide Web URL: [Hhttp://www.alsc.org/H](http://www.alsc.org/H)) All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of "NC-US", 1.25 inches or greater in height, accompanied by the CAGE code of the pallet/container manufacturer and the month and year of the contract. On pallets, the

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 _____ (**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.

(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)

ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT MODIFICATIONS

Where contract modifications are issued solely for the benefit of the contractor, e.g., acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$250.00 (the government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

FAR 52.211-16 -- VARIATION IN QUANTITY (APR 1984)

The permissible variation shall be limited to:

00% Increase **00%** Decrease

52.216-9006 ADDITION/DELETION OF ITEMS (AUG 2005) DLAD

(a) The Government reserves the right to unilaterally delete items that were available from only one manufacturer at the time of award if an alternate source of supply becomes available or the Government's requirements are modified to provide for full and open competition. The Government will provide a 30 day advance notice to the contractor prior to deleting any item from the contract.

(b) New items may be added to the contract through bilateral modification with negotiated prices. All new requirements are subject to synopsis prior to addition to the contract.

(c) Discontinued Items:

(1) The contractor agrees to provide the Government with immediate, written notification when an item is to be discontinued by the manufacturer, including a recommendation for any potential substitute or replacement items. If the Government elects to include a substitute or replacement item in the contract, the contract will be modified accordingly.

(2) If an item is discontinued without replacement, the notice should include a recommendation concerning the availability of items that are comparable in form, fit and function. The contractor shall not incur any costs related to alternate sources of supply without the express written approval of the Contracting Officer. The Government has the option to make a last time order, or series of orders, within 30 days after receiving written notification of the discontinued item after which the item will be deleted from the contract. The contractor shall honor any last time order unless it is returned to the ordering office within 10 days after issuance, with written notice stating the full quantity is not available for shipment. The terms of such order(s) will be negotiated by the parties, including changes to the delivery schedule and maximum quantity available for shipment.

WARRANTY OF SUPPLIES

(a) Definitions.

"Acceptance", as used in this clause, means the act of an authorized representative of the government by which the government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract. "Correction", as used in this clause, means the elimination of a defect. "Supplies", as used in this clause, means the end item furnished

ADDENDUM TO FAR 52.212-4 (continued)

by the contractor and related services required under the contract. The word does not include “data”.

(b) Contractor's Obligations.

(1) Notwithstanding inspection and acceptance by the government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor warrants that for _____ **(vender fill in)** months after receipt of supplies at destination:

(i) all supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) the preservation, packaging, packing and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return of the supplies to the contractor and redelivery, if applicable, is required, transportation charges and responsibility for the supplies while in transit shall be borne by the contractor. Contractor shall also be liable for:

(i) handling costs and incidental charges incurred by the government in the preparation of the above described supplies for return to the contractor and in return of said supplies to storage, after redelivery by the contractor; and

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of receipt at destination of the corrected or replaced supplies.

(4) All implied warranties of merchantability and “fitness for a particular purpose” are excluded from any obligation contained in this contract.

(c) Remedies Available to the Government.

(1) The contracting officer shall give written notice to the contractor of any breach of warranties in paragraph (b)(1) of this clause within **(to be filled in at time of award)** months from receipt of supplies at destination.

(2) Conformance of supplies or parts thereof subject to warranty action shall be determined in accordance with the inspection and acceptance procedures contained in the contract except as provided herein. If the contract provides for sampling, the contracting officer may group any supplies delivered under this contract. The size of the sample shall be that required by the sampling procedure specified in the contract for the quantity of supplies on which warranty action is proposed, except when projecting sampling results. Warranty sampling results may be projected over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection and regardless of whether such supplies have been issued or consumed, provided; the supplies from which the samples were drawn are reasonably representative of the quantity on which warranty action is proposed; and the defects found in the sample size are sufficient to reject the quantity of supplies on which warranty action is proposed, even though the sample size may be less than that required for such quantity. The original inspection Lots need not be reconstituted, nor shall the contracting officer be required to use the same Lot size as on original inspection. Within a reasonable time after the notice, the contracting officer may exercise one or more of the following options, and also, following the exercise of any option, may unilaterally change it to one or more of the other options set forth below:

ADDENDUM TO FAR 52.212-4 (continued)

- (i) Require an equitable adjustment in the contract price for any supplies or group of supplies;
 - (ii) Screen the supplies grouped under this clause at contractor's expense and return all nonconforming supplies to the contractor for correction or replacement;
 - (iii) Require the contractor to screen the supplies at depots designated by the government within the continental United States and to correct or replace all nonconforming supplies;
 - (iv) Return any supplies or group of supplies under this clause to the contractor (irrespective of the F.O.B. point or the point of acceptance) for screening and correction or replacement;
 - (v) Return or hold for contractor's account any supplies or group of supplies delivered hereunder, whereupon the contractor shall repay the contract price paid therefore. In such event, the government may reprocur similar supplies upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional cost occasioned the government thereby.
- (3) When either option three or four of this clause is exercised, the contractor is required to submit in writing and within 30 days after receipt of notice of such invocation a schedule for either:
- (i) correction and/or replacement of all defective supplies and subsequent redelivery of the returned supplies; or,
 - (ii) screening defective supplies at each destination involved and subsequent redelivery of all corrected and/or replaced supplies.
 - (iii) Such redelivery schedule will become a part of the contract delivery schedule upon agreement thereto by the government. If the contractor fails to provide an agreeable schedule within the specified period, or any extension agreed to by the government, the government may correct the items and charge the contractor's account, or issue a contract for correction of the items and charge the contractor's account, or exercise one or more of the remedies specified in paragraph (4) below.
- (4) If the contractor fails to accept return of the nonconforming supplies, or fails to make redelivery of the corrected or replaced supplies to the government within the time established, or fails to make progress after their return to correct or replace them so as to endanger performance within the time established for redelivery and does not cure such failure within a period of 10 days (or such longer period as the contracting officer may authorize in writing) after receipt of notice from the contracting officer specifying such failure, the contracting officer may exercise one or more of the following remedies:
- (i) Retain or have the contractor return the nonconforming supplies and require an equitable adjustment in the contract price.
 - (ii) Return or hold the nonconforming supplies for contractor's account, or require the return of the nonconforming supplies and then hold for contractor's account, whereupon the contractor shall repay the contract price therefore. In such event, the government may reprocur similar supplies upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional costs occasioned the government thereby.
 - (iii) If the contractor fails to furnish timely disposition instructions, dispose of the nonconforming supplies for the contractor's account in a reasonable manner, in which case the government is entitled to reimbursement

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.

WARRANTY PERIOD FOR OVERSEAS SHIPMENTS

For overseas shipments, the warranty period stated in paragraph (b) of above clause, Warranty of Supplies, begins when the supplies are received at the overseas destination.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

___ (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) **52.219-3**, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

___ (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (4) [Reserved]

___ (5) (i) **52.219-6**, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6) (i) **52.219-7**, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (7) **52.219-8**, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

X (8) (i) **52.219-9**, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (9) **52.219-14**, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

___ (10) (i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

FAR 52.212-5 (continued)

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (11) **52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) **52.219-26**, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) **52.219-27**, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) **52.222-3**, Convict Labor (June 2003)(E.O. 11755).

X (15) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

X (16) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).

X (17) **52.222-26**, Equal Opportunity (Apr 2002)(E.O. 11246).

X (18) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

X (19) **52.222-36**, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

X (20) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

___ (21) **52.222-39**, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

X (22) (i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) **52.225-1**, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

___ (24) (i) **52.225-3**, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-53).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (25) **52.225-5**, Trade Agreements (Jun 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (26) **52.225-13**, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

FAR 52.212-5 (continued)

___ (27) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (28) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (29) **52.232-29**, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) **52.232-30**, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) **52.232-33**, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (32) **52.232-34**, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (33) **52.232-36**, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (34) **52.239-1**, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

X (35) (i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) **52.222-41**, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).

___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

FAR 52.212-5 (continued)

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) **52.219-8**, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) **52.222-26**, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) **52.222-36**, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) **52.222-39**, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) **52.222-41**, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) **52.247-64**, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

DFARS 252.212-7001 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in the contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U. S. C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- 252.205-7000** Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416).
- 252.219-7003** Small, Small Disadvantaged Business, and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996) (15 U.S.C. 637).
- 252.219-7004** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(Jun 1997)(15 U.S.C. 637 note)
- 252.225-7001** Buy American Act and Balance of Payment Program (June 2005) 41 U.S.C. 10a-10d, E.O. 10582)
- 252.225-7012** Preference for Certain Domestic Commodities (June 2004) (10 U. S. C. 2533a)
- 252.225-7014** Preference for Domestic Specialty Metals (June 2005)(10 U.S.C. 2533a).
- 252.225-7015** Restriction on Acquisition of Hand or Measuring Tools (June 2005) (10 U.S.C. 2533a).
- 252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (Mar 2006) (Section 8065 of Pub L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- 252.225-7021** Trade Agreements (June 2006)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
- 252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C.2779) (Insert _____ in paragraph (b)(1))
- 252.225-7028** Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).
- 252.225-7036** Buy American Act--Free Trade Agreements--Balance of Payments Program (June 2006) (____ Alternate I)(Jan 2005)(41 U.S.C.10a - 10d and 19 U.S.C. 3301 note)
- 252.225-7038** Restriction on Acquisition of Air Circuit Breakers (June 2005) (10 U.S.C. 2534(a)(3))
- 252.226-7001** Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- 252.227-7015** Technical Data -- Commercial Items (Nov 1995)(10 U.S.C. 2320).
- 252.227-7037** Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321).
- 252.232-7003** Electronic Submission of Payment Requests (May 2006)(10 U.S.C. 2227)
- 252.237-7019** Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

DFARS 252.212-7001 (continued)

252.243-7002 Requests for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410)

252.247-7023 Transportation of Supplies by Sea (May 2002) (____ Alternate I) (Mar 2000) (____ Alternate II) (Mar 2000) (Alternate III) (May 2002) (10 U.S.C. 2631) .

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (Apr 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

STATEMENT OF WORK

SUPPLIES/SERVICES AND PRICES

I. INTRODUCTION

A. The Defense Supply Center Philadelphia (DSCP) intends to enter into requirements contract(s) to provide the Maritime and Aviation Unique Food Service Equipment to all CONUS and OCONUS customers for Navy and Air Force.

B. The use of the authority permitting other than Full and Open Competition 10 U.S.C.2304 c(1) is to allow the acquisition of part numbered items, from a single source, that is necessary to satisfy the Navy and Air Force strict requirements for its equipment. The Navy and Air Force have unique requirements for fleet and air craft equipment use. Each piece of equipment used on naval vessels is fully tested under Naval Supply Systems Command (NAVSUP) guidance to ensure form, fit and function is met prior to placement on the list of approved items. The list of items was established to assist planning yards, Naval Shipyards, Supply Officer, Foodservice Officers, Supervisors of Shipbuilding (SUPSHIP), Fleet Industrial Supply Centers (FISC) and any other personnel who are required to order food service equipment authorized for Naval ships and submarines. The Air Force items are also modified commercial equipment that are modified specifically for military aircraft use only. The Air Force items are part numbered for which the Government does not possess complete unrestricted technical data which can be included/referenced in the solicitation. Equipment and the manufacturers selected to meet Navy and Air Force requirements have been tested and conform to fleet and air craft food service equipment standards. This list identifies food service equipment approved for use aboard U.S. Navy ships and submarines, and Air Force air craft. **Foodservice equipment listed in the General Services Administration (GSA) catalog is not authorized for shipboard use.** The approved list of items addresses Navy's unique requirements such as the ability of larger items to fit through 26 inch by 66 inch oval hatch, or a 25 inch diameter hatch for submarines. Equipment that require legs must be on four to six inch high round stock corrosion resistant (CRES) leg supports of suitable size in diameter for supporting the specified equipment and secured by bolting to the dresser. Most items need to be bolted to bulkhead or decking to ensure there is no shifting while the ships are at sea. For submarine items, additional requirements are necessary to insure that equipment can withstand a 20 degree decline or incline without losing hot oil, shifting of ozone depleting refrigerant, etc. The list of Air Force items are for Military Aircraft only; The original designs for these units were by U.S. Air Force purchase specifications and Military Specifications to address the Air Force's unique electrical characteristics for the complex electrical systems in military transport aircraft.

The resulting contracts made against Solicitation SPM3SE-07-R-0002 will be Requirements Contracts that provide for an indefinite quantity of specific supplies or incidental services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractors (FAR 16.503). These contracts will be for a one (1) year base term and four (4) one year options. The combined length of the contracts, including option terms, may total five (5) years.

C. Estimated Dollar Value/Maximum

The estimated dollar value of this acquisition is \$7.5 million for the base period, for a total of \$37.5 million over the base period and four (4) one-year options. The maximum ceiling is 200% of the estimated dollar value per contract period. Individual award estimates and maximums will be based on the number of Lots awarded under each contract.

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 Section 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 part to multiple equipment items needed for renovation project of a dining facility, not to include the actual renovation, depending on how the customer may fund their requirements.

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

4. BASIC INSTALLATION

A. The Navy and Air Force will be responsible for all up-front design, configuration management and area preparation.

B. **Basic Installation:** Basic Installation is "**DIRECT REPLACEMENT**" of existing equipment only, connecting gas-to-gas, electric-to-electric, steam to steam and water to water, etc., only to proper existing fittings, valves, service lines, etc. Installation does not include permits or additional parts or labor beyond "**Basic Installation**".

STATEMENT OF WORK (continued)

NOTES:

1. All equipment and associated parts shall be installed under the requirements of the manufactures installation manual.
2. Additional Parts, not included with equipment, shall be provided by the customer.
3. Removal and disposal of existing equipment is not included.

C. Basic Equipment Installation Includes:

- Qualified contractors, fully-licensed and insured, inspect the facility to ensure that a direct replacement is possible.
- Check building code requirements before starting the installation.
- Unpack and inspect the equipment for any damage or defects.
- Prepare the equipment for installation.
- Temporarily shut off, and tag existing, electric, gas, steam or water service, as needed, and disconnect the existing equipment.
- Install or connect any parts, installation kits or manufacturer-supplied safety hardware, included with equipment.
- Connect new equipment to existing electric, gas, steam or water service, and test the connections for shorts, and leaks.
- Level, secure, and Test the operation of the equipment per the manufactures specifications.
- Workmanship guaranteed for, _____(vendor fill-in number of years) from the date of installation.

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.

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 any resulting contracts.

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. The contractor shall remove all excess pallets used for delivery from the CONUS customer's location. 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 below

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

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

Commanding Officer
Naval Station
PO Box 280112
Mayport, FL 32228-0112

Commanding Officer
Naval Submarine Base Kings Bay
1063 USS Tennessee Avenue
Kings Bay, GA 31547-2606

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

Commanding Officer
Naval Station Pascagoula
Pascagoula, MS 39567-5000
Base Information: 228-761-2140 • DSN: 358-2140

Commanding Officer
Naval Weapons Station Earle
201 Hwy 34 S
Colts Neck, NJ 07722-5001
Base Information: 732-866-2500

Commanding Officer
Naval Station Newport
690 Peary Street
Newport, RI 02841-1522
Base Information: 401-841-3456

Commander
Navy Region Mid-Atlantic
6506 Hampton Blvd
Norfolk, VA 23508-1273
Base Information: 757-444-0000
DSN: 564-0000

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

STATEMENT OF WORK (continued)

Commanding Officer
Naval Station Everett
2000 West Marine View
Everett, WA 98207-5001
Base Information: 425-304-3000
DSN: 727-3000

Grand Forks AFB
308 Warrior Drive, Bldg 241
Grand Forks AFB, ND 58205

Mc Connell AFB Commissary
53327 Derby Ct.
McConnell AFB, KS. 67221

CONSOLIDATION POINTS

DD New Cumberland – W25G1U
DDSP New Cumberland Facility
Building Mission Door 113-134
New Cumberland, PA 17070-5001

DD San Joaquin – W62G2T
Defense Distribution San Joaquin
25600 S. Chrisman Road
Receiving Warehouse 10
Tracey, CA 95376-5000

4. HOLIDAYS:

A. All orders are to be delivered on the specified delivery date, expect for Federal holidays, as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next business day, unless otherwise agreed to by the customer,

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Note: Saturday holidays are celebrated the preceding Friday; Sunday holidays are celebrated on the following Monday.

B. Holidays celebrated by your firm, other than those specified above, must be listed below. Also specify your policy for celebrating holidays that fall on the weekend.

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.

VII. AUTHORIZED RETURNS

The contractor shall accept returns under the following conditions:

1. Products shipped in error;
2. Products damaged in shipment;
3. Products with concealed or latent damage;
4. Products that are recalled;

V. 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

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 the Prompt Payment Act (31 U.S.C. 3903). 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, “Mandatory Information for Electronic Funds Transfer Payment” 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 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2006)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of Offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for Acceptance of Offers.*

The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product Samples.*

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple Offers.*

Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

FAR 52.212-1 (continued)

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract Award* (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple Awards*.

The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

FAR 52.212-1 (continued)

(i) *Availability of Requirements Documents Cited in the Solicitation.*

(1)(i) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained for a fee by submitting a request to:

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
(202) 619-8925
(Fax (202) 619-8978)

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by --

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon - Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernmental (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$25,000 and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com> . An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing* If a postaward debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer;
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror;

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)

The clauses listed below are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR and DFARS: <http://www.acq.osd.mil/dp/dars> ;

DLAD, PROCLTRS and FARS DEVIATIONS: <http://www.dla.mil/j-3/j-336> ;

DSCP: http://www.dscp.dla.mil/contract/dgpa/Part52_Interface.doc

<u>PROVISION NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004

DLAD 52.215-9007 PREPROPOSAL CONFERENCE (FEB 2005)

A preproposal conference will be held to explain the requirements of this solicitation, SPM3SE-07-R-0002, and to respond to questions raised by prospective offerors. Prospective offerors are encouraged to attend. To arrange attendance, prospective offerors are requested to contact:

Dawn Leason or Karen Howard

Name:

Phone : 215-737-4274 or 215-737-4267

Email: Dawn.Leason@dlamail.mil

Karen.Howard@dlamail.mil

The date, time, and location of the conference are provided below:

Date: Thursday, 22 March 2007

Time: 9:00

Location: Hilton Philadelphia Airport
4509 Island Ave - Phila Pa
www.hiltonphiladelphiaairport.com

Meeting Room: Ballroom A

Reservations: A courtesy block of sleeping rooms has been set aside for the night of Mar 21st and will be held until Monday, March 19, 2007. After the cutoff date, no reservations will be accepted at the **below** rates. Group attendees will be quoted the best available rate after March 19th. Non-Gov't (20 rooms) rate \$189 p/night plus taxes; Gov't rooms (2 rooms) \$138 p/night plus taxes. Hotel room reservations: 215-365-4150 ext 33 or 800-445-8667 and ask for the "DSCP Food Service Equipment" conference room block

ADDENDUM TO FAR 52.212-1 (continued)

Prospective offerors are requested to submit questions regarding the solicitation in writing via electronic mail to the above e-mail address five (5) days in advance of the conference to allow their inclusion in the agenda. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing.

The Government will not be liable for expenses incurred by an offeror prior to contract award.

Offerors are cautioned that remarks and explanations provided at the conference shall not change the terms of this solicitation unless the solicitation is amended in writing. Offerors may obtain a copy of the conference minutes from the Contracting Officer.

I. PRICING

A. Offeror shall submit prices for item as described in the Schedule of Supplies.

Note: All offered prices are subject to verification prior to award.

Note: Unit prices shall be limited to two decimal places. For evaluation and award purposes, offers containing a unit price of more than four decimal places shall be rounded off to two decimal places.

B. Option Pricing: Option period pricing shall be submitted in the form of a percentage rate of change (increase or decrease) to the offeror's base period prices. The offeror must limit any changes (increase or decrease) to their prices by this percentage rate. Option period pricing submitted as a percentage over the previous period is not acceptable.

52.215-2 -- AUDIT AND RECORDS – NEGOTIATION (JUN 1999) ALT I (JAN 1997)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract. The obligations and rights specified in this paragraph shall extend to the use of, and charges for the use of, the facilities under this contract.

(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to --

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

ADDENDUM TO FAR 52.212-1 (continued)

(d) *Comptroller General* --

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports*. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating --

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) *Availability*. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition --

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and --

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

ADDENDUM TO FAR 52.212-1 (continued)

GOVERNMENT'S RIGHT TO AUDIT

In addition to any other audits required by this contract, the Government reserves the right to audit the Government's accounting and procurement records related to the payments made under this contract. The audit may be conducted either by the Government or a private contractor at the Government's expense. Any Government claims of overpayment will be pursued in accordance with FAR part 32 as well any and all applicable supplemental regulations. The Government may demand collection of overpayments within six years of final disbursement.

RESPONSIBILITY OF OFFEROR

(a) In considering the responsibility of an offeror, the government reserves the right to determine the responsibility of the offeror's proposed subcontractor(s) or supplier(s). The same factors shall be used to determine the responsibility of the offeror and its subcontractor(s) or supplier(s). The determination of responsibility of a proposed subcontractor or supplier shall not be construed to relieve the contractor of the sole responsibility of assuring that performance of all work under the contract is in strict accordance with its terms and conditions.

(b) NOTICE: AUTOMATED BEST VALUE SYSTEM (ABVS) PROGRAM

(1) The Defense Logistics Agency (DLA) has developed the Automated Best Value System (ABVS), an automated system that collects and analyzes offerors' past performance history and assigns a numeric score. Under ABVS, contracting officers will not necessarily award contracts to offerors with the lowest evaluated price, but are encouraged instead to consider past performance and other factors and to exercise good judgment in awarding to firms whose offers represent the greatest value to the Government.

(2) An offeror's past performance is an indicator of performance risk and will be scored on the basis of past performance in the same Federal Supply Class (FSC) as the supplies being solicited. ABVS scores are calculated monthly, remain in effect for the entire month, and are based on DLA consolidated performance history. There is an FSC score, which represents the offeror's DLA-wide performance for that FSC. There is also a DLA score, which reflects the offeror's overall performance for all FSCs at all DLA Inventory Control Points (ICPs), i.e., Defense Supply Centers Philadelphia, Richmond and Columbus.

(3) To determine the ABVS score, the Government will use the following performance indicators: delinquencies, length of delinquencies, order rejections (contractor caused cancellations), product nonconformances, and packaging nonconformances. The delivery portion of the ABVS score will consist of all delinquencies (CLINs that have not been shipped in their entirety by the CDD), and order rejections for the rating period preceding the most recent 60 days. The quality portion will consist of all contractor-caused product and packaging discrepancies for the rating period preceding the most recent 30 days. To allow for delays in posting data, the delivery score will exclude the most recent 60 days and the quality score will exclude the most recent 30 days. There are no grace periods in determining if a contract is delinquent.

(4) Negative performance data to be reflected in the ABVS score will be made available to Contractors through the DSCP General and Industrial (G & I) website. A Contractor may challenge any negative data it feels is inaccurate by submitting a challenge to the DSCP ABVS Administrator. To be considered, challenges must be accompanied by evidence that substantiates the claim (e.g., invoices, DD Form 250s, modifications.) The "Center" field will identify the cognizant focal point for challenges. For those identified as "DSCP", challenges must be sent to:

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, technical acceptability 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 FAR 52.212-2 (continued)

I. PRICING

The Government will evaluate each offeror's unit prices. Proposed prices will be evaluated utilizing 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. Pricing will be evaluated for the base and option periods. For evaluation purpose, the estimated quantities will be used. These estimated quantities for each item, for the base and all option periods, will be multiplied by the offered unit prices for the base and option periods, to arrive at the offeror's proposed price per Lot, and total price proposal for all Lots. Offerors are reminded that the quantities stated in the Schedule of Supplies represent only the estimated quantities.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL ASPECTS OF OFFEROR'S PROPOSAL.

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JUNE 2006)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”---

(1) Means a small business concern---

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern---

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S. C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

FAR 52.212-3 (continued)

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- TIN: _____
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of a Federal, state, or local government;

(4) *Type of Organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax exempt);
- Government entity (Federal, State, or local);
- Foreign government
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common Parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
Name _____
TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.*

The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

FAR 52.212-3 (continued)

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. \$100,000.00).

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).)

Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR 52.219-25, *Small Disadvantaged Business Participation Program – Disadvantage Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either -

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

FAR 52.212-3 (continued)

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that –

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small

business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (The certificate at DFARS 252.225-7000 or 7020 shall be completed if it is provided as an Attachment to FAR 52.212-3).

(g) *Buy American Act - North American Free Trade Agreements – Israeli Trade Act Certificate, Alternates I and II – Trade Agreements Certificate.* (The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

FAR 52.212-3 (continued)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award* (Executive Order 12649). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products* (Executive Order 13126). {The Contracting Officer must list in Paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).}

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. {If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.}

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov> After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications - Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications on ORCA.]

FAR 52.212-3 (continued)

ALTERNATE I (APR 2002) As prescribed in 12.301(b)(2), add the following paragraph

(c) (11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) *[The offeror shall check the category in which its ownership falls]:*

- _____ Black American
- _____ Hispanic American
- _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- _____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- _____ Individual/concern, other than one of the preceding.

[Alternate II is not applicable at this time to DoD contracts.]

ADDENDUM TO FAR52.212-3

DFARS 252.225-7000 BUY AMERICAN ACT – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUNE 2005)

(a) *Definitions.*

“Domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

The Government -

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number

Country of Origin

ADDENDUM TO FAR52.212-3 (continued)

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____
_____	_____
_____	_____

DFARS 252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2005)

(a) *Definitions.* "Designated country end product", "nondesignated country end product", "qualifying country end product", and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) *Evaluation.* The Government -

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless -

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products;

(insert line item number)

(insert country of origin)

DFARS 252.225-7035 BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2006)

(a) *Definitions.*

"Domestic end product", "Free Trade Agreement country", "Free Trade Agreement country end product", "foreign end product", "Moroccan end product", "qualifying country end product", and "United States" have the meanings given in the Buy American Act-Free Trade Agreements -Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

The Government -

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

ADDENDUM TO FAR52.212-3 (continued)

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Moroccan end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(insert line item number)

(insert country of origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Moroccan end products:

(insert line item number)

(insert country of origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products:

(insert line item number)

(insert country of origin)

[] ALTERNATE I (JUN 2006) (Applicable when checked.)

As prescribed in 225.1101(9), substitute the phrase "Canadian end product" for the phrases "Free Trade Agreement country", "Free Trade Agreement country end product", and "Moroccan end product" in paragraph (a) of the basic provision; and substitute the phrase "Canadian end products" for the phrase "Free Trade Agreement country end products other than Moroccan end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision.

INCLUDED BY REFERENCE:

DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

DLAD 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level

ADDENDUM TO FAR52.212-3 (continued)

above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

[Other Required Certifications]

DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JUNE 2005)

(a) Definitions.

As used in this clause –

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States" means the 50 states, the District of Columbia, outlying areas, and the Continental Shelf as defined in 43 U.S.C. 1331.

(3) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it –

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it –

_____ Does anticipate that supplies will be transported by sea in performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting clause will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

ADDENDUM TO FAR52.212-3 (continued)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision
_____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.