

<b>SOLICITATION/CONTRACT/ORDER OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>			1. REQUISITION NUMBER FLSDCLERK22-0118	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER FLSDCLERK22-0001	
7. FOR INFORMATION CALL:			6. SOLICITATION ISSUE DATE 12/01/2021	
a. NAME Melissa Long melissa_long@flsd.uscourts.gov		b. TELEPHONE NUMBER (No collect calls) 305-523-5642		8. OFFER DUE DATE / LOCAL TIME 12/15/2021 10:00:00

9. ISSUED BY U.S. District Court Procurement Services Wilkie D. Ferguson, Jr. U.S. Courthouse 400 N. Miami Ave Mail Room - Procurement Miami, FL 33128		CODE	FLS_DC	10. NOT USED	
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13. NOT USED		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> RFP	
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15. DELIVER TO U.S. District Court Fort Lauderdale U.S. Federal Courthouse 299 E. Broward Blvd Room 108B Fort Lauderdale, FL 33301		CODE	FLS_DC	16. ADMINISTERED BY (if other than Block 9)		CODE	
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17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY e-invoices@flsd.uscourts.gov Wilkie D. Ferguson, Jr. U.S. Courthouse 400 N. Miami Ave Mail Room - Clerk Miami, FL 33128		CODE	FLS_DC
Telephone No.									

<input type="checkbox"/> 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"/>				
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
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See Lines

25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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27. Applicable terms and conditions are as stated in the continuation pages.

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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.		<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
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30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED
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AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED    INSPECTED    ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D (YY/MM/DD)
		42d. TOTAL CONTAINERS

**Supplies or Services and Prices/Costs**

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	FTL Grand Jury Refreshments	1	Not-To-Exceed		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0002	FTL Petit Jury Refreshments	1	Not-To-Exceed		

**Descriptions/Specifications/Statement of Work**

SOW Introduction

**RFQ Number/Name: PR2021/01065– FTL Jury Refreshments/Supplies**

Request Date: December 1, 2021

**Introduction**

The U.S. District Court, Southern District of Florida located at the U.S. Courthouse & Federal Building 299 E. Broward Blvd Fort Lauderdale, FL 33301 is seeking a contractor to provide pricing for coffee machines, coffee products and supplies. This is for a Base Year (12/20/2021 – 9/30/2022) and three Option Years.

**Site Visit:** Not Applicable**Questions Due Date:** Tuesday, December 7, 2021, at 10:00am**Proposal Due Date:** Wednesday, December 15, 2021, at 10:00am**Delivery Schedule:** Delivery of equipment is due by 12/20/2021.**Base Year:** 12/20/2021 – 9/30/2022**Option Year One:** 10/1/2022 – 9/30/2023**Option Year Two:** 10/1/202 – 9/30/2024**Option Year Three:** 10/1/2024 – 9/30/2025

Questions: Vendors must submit all questions in writing to the Contracting Officer via email. Answers to all questions submitted will be provided in writing to all vendors on the bidder's list for this acquisition.

This is a request for **Open Market Pricing**. An established **price list, blanket purchase agreement (BPA)** will be established based on the **lowest priced, technically acceptable (LPTA)** offer. A **single** award will be made from this RFQ.

BPA's are written agreements negotiated between a purchasing office and a contractor that contain agreed upon terms and conditions that will apply if and when an order is placed against the BPA for products or services. A list of individuals authorized to place orders against the BPA will be provided at time of award. Orders may be

placed via telephone, website login, or email.

The Contracting Officer (CO) is: Melissa Long Phone: (305) 523-5642

Email: melissa\_long@flsd.uscourts.gov

Quotes and questions concerning this RFQ must be e-mailed to the Contracting Officer Melissa Long

Email: melissa\_long@flsd.uscourts.gov

## SOW-1 Statement of Work

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### Statement of Work

Contractor will provide the following machines, brand name or equal to:

1. K-cup single serve machine with bottom load 5 gal water dispenser equal to AquaBarista.
2. K-cup, direct-water line plumbed equal to Keurig K-3500.

Contractor must connect two K-3500 (or equal to) machines to the same water line.

Contractor must identify if the machines are to be

1. purchased and the price or,
2. leased and the monthly rate or,
3. provided at a \$0.00 cost per month for the term of the agreement.

Contractor must identify if a service contract will be required for the coffee machines

1. identify monthly price and,
2. specifically identify what is included in the service contract for the coffee machines

Contractor must advise if there are any other fees associated with equipment.

Contractor must agree to

1. repair/replacement of coffee machine within 48 hours of initial service call.
2. no delivery fees
3. delivery of requested items within 48 hours of order
4. delivery Fob within judiciary's premises. (room specific)
5. provide a point of contact for ordering and for service/repairs.

A list of individuals authorized to place orders will be provided upon award.

Orders will be placed via telephone, website login, or email by authorized individuals.

Contractor must provide a packing slip of all items delivered at time of delivery. An authorized individual must sign the packing slip.

Contractor agrees to invoice in arrears at the end of the month for service and items ordered.

Contractor must agree to all terms and conditions set forth in this solicitation and sign and return the entire completed document to the contracting officer via email.

Contractor is to identify the unit of issue and unit price for each item identified in the below table.

## SOW-2 Price Lis

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### Base Year Pricing 12/20/2021 – 9/30/2022

Description	Unit of Issue	Quantity	Unit Price
K-cup single serve machine with bottom load 5 gal water dispenser equal to AquaBarista	Each	6	\$
Maintenance and repair services for AquaBarista equal machines	Each	6	\$
K-cup, direct-water line plumbed equal to Keurig K-3500.	Each	2	\$
Maintenance and repair	Each	2	\$

services for K3500 equal machines			
K-cup coffee (regular)			\$
K-cup coffee (decaffeinated)			\$
K-cup tea			\$
K-cup hot chocolate			
Cup, foam 12 oz			\$
Sugar (individual packets)			\$
Sweet n' Low (individual packets)			\$
Equal (individual packets)			\$
Creamer (individual packets)			\$
Stir stick (individually wrapped)			\$
Water, bottle 16oz			\$
Water, 5-gallon jug			\$
Cup of soup			\$
Soda, can (Coke) 12oz			\$
Soda, can (diet Coke) 12oz			\$
Soda, can (Sprite) 12oz			\$
Soda, can (Coke) mini size			\$
Soda, can (diet Coke) mini size			\$
Soda, can (Sprite) mini size			\$
Plastic forks			\$
Plastic spoons			\$
Plastic knives			\$
Plates			\$

**Option Year One Pricing 10/1/2022 – 9/30/2023**

Description	Unit of Issue	Quantity	Unit Price
K-cup single serve machine with bottom load 5 gal water dispenser equal to AquaBarista	Each	6	\$
Maintenance and repair services for AquaBarista equal machines	Each	6	\$
K-cup, direct-water line plumbed equal to Keurig K-3500.	Each	2	\$
Maintenance and repair services for K3500 equal machines	Each	2	\$
K-cup coffee (regular)			\$
K-cup coffee (decaffeinated)			\$
K-cup tea			\$
K-cup hot chocolate			

Cup, foam 12 oz			\$
Sugar (individual packets)			\$
Sweet n' Low (individual packets)			\$
Equal (individual packets)			\$
Creamer (individual packets)			\$
Stir stick (individually wrapped)			\$
Water, bottle 16oz			\$
Water, 5-gallon jug			\$
Cup of soup			\$
Soda, can (Coke) 12oz			\$
Soda, can (diet Coke) 12oz			\$
Soda, can (Sprite) 12oz			\$
Soda, can (Coke) mini size			\$
Soda, can (diet Coke) mini size			\$
Soda, can (Sprite) mini size			\$
Plastic forks			\$
Plastic spoons			\$
Plastic knives			\$
Plates			\$

#### Option Year Two Pricing 10/1/2023 – 9/30/2024

Description	Unit of Issue	Quantity	Unit Price
K-cup single serve machine with bottom load 5 gal water dispenser equal to AquaBarista	Each	6	\$
Maintenance and repair services for AquaBarista equal machines	Each	6	\$
K-cup, direct-water line plumbed equal to Keurig K-3500.	Each	2	\$
Maintenance and repair services for K3500 equal machines	Each	2	\$
K-cup coffee (regular)			\$
K-cup coffee (decaffeinated)			\$
K-cup tea			\$
K-cup hot chocolate			
Cup, foam 12 oz			\$
Sugar (individual packets)			\$
Sweet n' Low (individual packets)			\$
Equal (individual packets)			\$
Creamer (individual packets)			\$

Stir stick (individually wrapped)			\$
Water, bottle 16oz			\$
Water, 5-gallon jug			\$
Cup of soup			\$
Soda, can (Coke) 12oz			\$
Soda, can (diet Coke) 12oz			\$
Soda, can (Sprite) 12oz			\$
Soda, can (Coke) mini size			\$
Soda, can (diet Coke) mini size			\$
Soda, can (Sprite) mini size			\$
Plastic forks			\$
Plastic spoons			\$
Plastic knives			\$
Plates			\$

**Option Year Three Pricing 10/1/2024 – 9/30/2025**

<b>Description</b>	<b>Unit of Issue</b>	<b>Quantity</b>	<b>Unit Price</b>
K-cup single serve machine with bottom load 5 gal water dispenser equal to AquaBarista	Each	6	\$
Maintenance and repair services for AquaBarista equal machines	Each	6	\$
K-cup, direct-water line plumbed equal to Keurig K-3500.	Each	2	\$
Maintenance and repair services for K3500 equal machines	Each	2	\$
K-cup coffee (regular)			\$
K-cup coffee (decaffeinated)			\$
K-cup tea			\$
K-cup hot chocolate			
Cup, foam 12 oz			\$
Sugar (individual packets)			\$
Sweet n' Low (individual packets)			\$
Equal (individual packets)			\$
Creamer (individual packets)			\$
Stir stick (individually wrapped)			\$
Water, bottle 16oz			\$
Water, 5-gallon jug			\$
Cup of soup			\$
Soda, can (Coke) 12oz			\$
Soda, can (diet Coke) 12oz			\$

Soda, can (Sprite) 12oz		\$
Soda, can (Coke) mini size		\$
Soda, can (diet Coke) mini size		\$
Soda, can (Sprite) mini size		\$
Plastic forks		\$
Plastic spoons		\$
Plastic knives		\$
Plates		\$

### Applicable Clauses

Clause(s) Incorporated By Reference, see Clause B-5

Clause	Title	Date
2-40B	Delivery of Excess Quantities	JAN 2003
7-25	Indemnification	AUG 2004

CT-3                      Judiciary Open Market Clauses (Products)                      NOV 2014

This award incorporates the following Judiciary clauses:

Clause B-5, Clauses Incorporated by Reference (SEP 2010) (DEVIATION)

This contract incorporates one or more clauses 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 clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>. The following clauses apply as indicated:

Clause No.	Title	Date
<input checked="" type="checkbox"/> Clause 2-35	F.o.b. Destination, Within Judiciary's Premises	JAN 2003
<input type="checkbox"/> Clause 2-130	Energy Efficiency in Energy-Consuming Products	APR 2013
<input type="checkbox"/> Clause 2-135	IEEE Standard for the Environmental Assessment of Personal Computer Products	APR 2013
<input checked="" type="checkbox"/> Clause 3-3	Provisions, Clauses, Terms and Conditions - Small Purchases	JUN 2014
<input checked="" type="checkbox"/> Clause 3-300	Registration in the System for Award Management (SAM)	APR 2013
<input checked="" type="checkbox"/> Clause 3-305	Payment by Electronic Funds Transfer – System for Award Management (SAM) Registration	APR 2013
<input checked="" type="checkbox"/> Clause 3-310	Payment by Electronic Funds Transfer – Other Than System for Award Management (SAM) Registration (applies if Clauses 3-300 and 3-305 do not apply)	APR 2013
<input type="checkbox"/> Clause 6-85	Commercial Computer Software License	APR 2013
<input type="checkbox"/> Clause 6-105	California E-Waste Fee	APR 2013
<input type="checkbox"/> Clause 7-65	Protection of Judiciary Buildings, Equipment and Vegetation	APR 2013
<input type="checkbox"/> Clause 7-115	Availability of Funds	JAN 2003

(end)

2-90C                      Option to Extend Services                      APR 2013

The judiciary may require continued performance of any services within the limits and at the rates specified in



the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than 30 calendar days prior to the contract's current expiration date.

(END)

2-90D Option to Extend the Term of the Contract

APR 2013

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than 30 calendar days prior to the contract's current expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.

(b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed forty-six months.

(END)

**Representations, Certifications and Other Statements of Offerors or Respondents**

3-5 Taxpayer Identification and Other Offeror Information

APR 2011

(a) *Definitions*

"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) 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 implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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 payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) *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 \_\_\_\_\_.

(f) Contractor Representations

The offeror represents as part of its offer that it is , is not  , 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

Women Owned Business

Minority Owned Business (if selected, then one sub-type is required)

Black American Owned

Hispanic American Owned

Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

Asian-Pacific American Owned (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 Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

Individual/concern, other than one of the preceding.

(END)

3-220

Exemption from Application of the Service Contract Labor Standards to  
Contracts for Certain Services & #8211; Certification

MAR 2019

(a) The offeror shall check following certification:

#### CERTIFICATION

The offeror \_\_\_\_\_ does \_\_\_\_\_ does not certify that –

(1) The services under the contract are offered and sold regularly to non-governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then Clause 3-160, Service Contract Labor Standards, as amended, will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) Clause 3-225, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(END)

### Instructions to Offerors or Respondents

Provision(s) Incorporated By Reference, see Provision B-1

Clause	Title	Date
2-100	Brand Name or Equal	APR 2013

B-1 Solicitation Provisions Incorporated by Reference OCT 2010

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>.

(END)

### Evaluation of Quotes

Provision(s) Incorporated By Reference, see Provision B-1

Clause	Title	Date
2-85A	Evaluation Inclusive of Options	JAN 2003