



# Request for Quotation

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**THIS IS NOT AN ORDER**

**Purchasing Department | 1600 Hampton Street, Suite 606 | Columbia, SC 29208 | (803) 777-4115**

Quotation must be received no later than: <b>11:00 AM 07/31/2018</b>	Send Quotation to above address at Attention of: <b>Lana Widener</b>	Solicitation Number: <b>USC-RFQ-3346-LW</b>	Posting Date: <b>07/20/2018</b>
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Questions regarding this solicitation must be received no later than **07-26-2018 11:00 A.M.** Answers to vendor questions will be posted to the Purchasing Department’s website in an amendment to the solicitation:  
[purchasing@sc.edu](mailto:purchasing@sc.edu)

Please quote your lowest delivered price of the item(s) listed below. The Purchasing Department reserves the right to reject any or all quotes and to waive any or all technicalities.

1. All Quotes must be signed by the vendor’s representative per the terms noted. Failure to comply with these instructions may result in disqualification of the quote.
2. Faxed (803) 777-2032 or E-mailed (fountai3@mailbox.sc.edu) Quotes are acceptable and preferred.
3. This solicitation conforms to the provisions of Procurement Code Section 11-35-1550.

<b>Vendor Name</b>			
<b>Vendor Address</b>			
<b>Phone Number</b>		<b>E-mail</b>	
<b>FEIN/SSN</b>		<b>SC Minority Cert No.</b>	
<b>Print Name</b>		<b>Signature</b>	

<b>Item</b>	<b>Unit</b>	<b>Description of Supplies</b>	<b>Total Price</b>
1	Lot	Furnish and Deliver 3 Overhead Distribution Transformers; S-Conventional 167KVA as specified.	\$
		Award will be made to one vendor. Quote only as specified. Do not include sales tax.	
		Deliveries Shall Be FOB Destination, Freight Prepaid.	
		Buyer: Lana Widener E-Mail: llw@mailbox.sc.edu Phone: 803-777-4115 Fax: 803-777-2032	

## TERMS AND CONDITIONS

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by the University of South Carolina or its agencies resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The University reserves the right to withhold payment or make such deductions as may be necessary to protect the University from loss or damage because of defective work, claims, damages, or to pay for repair of correction of materials furnished hereunder.

All materials and products offered must be guaranteed to meet and comply with the requirements of all specifications, terms, and conditions indicated in this solicitation.

Award will be made in accordance with Section 11-35-1550 of the South Carolina Consolidated Procurement Code.

The University reserves the right to: (1) reject any and all quotations and to cancel the solicitation; (2) waive any and all technicalities; (3) reject any quotation in which the delivery time indicated is of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; (4) reject ambiguous quotations which are uncertain as to terms, delivery, quantity, or compliance with specifications.

The successful bidder assumes sole responsibility and shall hold harmless the University of South Carolina, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful bidder, its directors, officers, employees, and agents under this agreement. The University of South Carolina agrees to accept responsibility for claims, actions, or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of the University of South Carolina, its members, directors, officers, employees, and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed quote, the quoter agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

The University of South Carolina requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings, and ordinances.

These include, but are not limited to: the Occupational safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

## QUESTIONS FROM OFFERORS

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than **July 26, 2018 @ 10:00 AM**. Submit any communication regarding this solicitation to the Procurement Officer and include the solicitation number and description. Oral explanations or instructions will not be binding. Any information given to a prospective offeror concerning this solicitation will be furnished to all other prospective offerors as an Amendment to the solicitation if that information is necessary for submitting offers or if the lack thereof would be prejudicial to other prospective offerors. The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer as soon as possible regarding any aspect of this procurement, including this solicitations, that unnecessarily or inappropriately limits full and open competition.

### Information for Submitting Questions

Buyer: Lana Widener

Solicitation: USC-RFQ-3346-LW

Title: Furnish and Deliver 3 Overhead Distribution Transforms; S-Conventional 167KVA

E-mail Address: [llw@mailbox.sc.edu](mailto:llw@mailbox.sc.edu)

Fax Number: (803)777-2032

**AMENDMENTS TO SOLICITATION (JAN 2004):** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov)(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AUTHORIZED AGENT (FEB 2015):** All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract.

**BID IN ENGLISH & DOLLARS (JAN 2004):** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

**CODE OF LAWS AVAILABLE (JAN 2006):** The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php> The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>

**DEADLINE FOR SUBMISSION OF OFFER (JAN 2004):** Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening.

**DEFAULT** The state 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 state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. In case of default by the contractor, the University of South Carolina reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

**DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER:** After award, all deliveries shall be made and all services provided to the location specified by the University of South Carolina in its purchase order.

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015):** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

**ETHICS CERTIFICATE (MAY 2008):** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

**HIPAA LAW:** The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at <http://www.sa.sc.edu/shs/hipaa/>

**IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015):** (a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>

(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

**OMIT TAXES FROM PRICE (JAN 2004):** Do not include any sales or use taxes in Your price that the State may be required to pay.

#### **PREFERENCES – A NOTICE TO VENDORS (SEP 2009)**

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

#### **PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:**

Please provide the address and phone number for your in-state office in the space provided below. An in-

state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

\_\_\_\_ In-State Office Address same as Home Office Address

\_\_\_\_ In-State Office Address same as Notice Address (check only one)

#### **PREFERENCES – SC/US END PRODUCT (SEP 2009)**

Section 11-35-1524(B)(4) provides a preference to vendors offering South Carolina end-products or US endproducts, if those products are made, manufactured, or grown in SC or the US, respectively. An endproduct is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

#### **PREFERENCES – RESIDENT VENDOR PREFERENCE (SEP 2009)**

To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

#### **PREFERENCES – BID SCHEDULE**

All preferences must be claimed by initialing in the space provided in the bid schedule. Preferences are applied by line item whether the award is to be made by line item or lot. If you request a preference, you are certifying that your offer qualifies for the preference you have claimed. If you qualify for a preference but do not request it, you are not entitled to receive preference applications per 11-35-1524.

#### **PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT**

The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning "protection of human health and the environment". In addition, the University of South Carolina is a "Drug Free Work Place" and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University's Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University's Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor's organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

**RELATIONSHIP OF THE PARTIES (JAN 2006):** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

**SHIPPING / RISK OF LOSS**

FOB Destination. Destination is the shipping dock of the University of South Carolina's designated receiving site, or other location, as specified herein.

**STATE OFFICE CLOSINGS (JAN 2004):** If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, 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. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scemd.org/planandprepare/disasters/severe-winter-weather>

**SUBSTITUTIONS PROHIBITED – END PRODUCT PREFERENCES (SEP 2009):**

If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1524(B)(4)]

**TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006)**

The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause.

**UNIT PRICE GOVERNS**

Unit prices will govern over extended prices unless otherwise stated. Quoted prices must remain firm for a period of thirty (30) days beyond the RFQ deadline.

**VENDOR IDENTIFICATION**

The University must have your Federal ID Number (company) or Social Security Number (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Please include this information with your quote.

**WARRANTY – STANDARD (JAN 2006):** Contractor must provide the manufacture's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

## MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business?  Yes  NO

Is the bidder a Minority Business certified by another governmental entity?  Yes  NO

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?  Yes  NO

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor?  Yes  NO

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  NO

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  NO

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority w
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

**SCOPE OF WORK / SPECIFICATIONS**

ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed. [01-1015-1]

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER: After award, all deliveries shall be made and all services provided to the location specified by the University of South Carolina in its purchase order.

**Specifications:**

**Qty Description**

**Item**

**3 ea Overhead Distribution Transformers  
167 KVA  
Product #: A4912S67AAU11N1  
Overhead Distribution Transformer; S – Conventional 167 KVA  
No Substitutions**

No Load: 235 Watts at 85 degrees C;  
Total Loss: 1602 Watts  
4800/8320Y HV  
75 BIL  
Aluminum HV Winding Matl with Taps at 5040, 4920, 4680, 4560  
120/240 LV 30 \* 30 BIL  
Non-LV Interlaced  
Aluminum LV Winding Matl  
60 Hz  
1 Phase

Transformer Weight: 1550.8 lbs; Height: 50 in; Width: 38.00 in; Depth: 37.00 in  
Est Shipping Dimensions: 1623.8 lbs.; Height: 54 in.; Width: 40 in.; Length: 44.00 in.  
Est C/C Weight: 787.05 lbs.  
65 Temp. Rise

- 1 HV Tap Chgr, ABB, Ext (lever) setscrew lockable handle, 5 Pos, Numbers
- 1 HV Line Bushing, 75kV BIL, 8" Creep, 8-2 size 3-hole spintop, wall mount
- 1 HV Line Bushing, 75kV BIL, 8" Creep, 8-2 size 3-hole spintop, wall mount
- 4 LV Bushings, 4 Hole "H" spade, Porcelain 1" STUD
- 63 Gal(s) of Transformer Oil
- 1 24" Carbon Steel Cover, No HV Bushing Hole

Item	R	X	Imp	Iexc	RegPF*	EffPU*	DOE min	DOE Eff	DOE Met	2016 Req	2016 Met
1 ea	0.82	2.52	2.65	0.21	0.80	100.00	99.25	99.33	YES	99.33	YES

\*From Customer Specifications

National (DOE) Efficiency Standard Information

All the Calculated DOE Efficiencies are @50% Load, PF of 1, NL @ 20C & LL @ 55C.

Item	Eff@ 25%	Eff@ 50%	Eff@ 75%	Eff@ 100%	Eff@ 125%	Reg@ .8PF	Reg@ .9PF	Reg@ 1.0PF	NL@ 105%	NL@ 110%	EXI@ 105%	EXI@ 110%
1 ea	99.24	99.31	99.20	99.05	98.88	2.18	1.85	0.85	261.60	293.80	0.20	0.30



**BID SCHEDULE**

**USC-RFQ-3346-LW**

<b>Item</b>	<b>Qty</b>	<b>Unit of Measure</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended Price</b>	<b>RVP</b>	<b>SCEP</b>	<b>USEP</b>
1	3	EA	Overhead Distribution Transforms; S- Conventional 167KVA as specified (includes freight). No substitutes.	\$_____	\$_____			

**Note:** The commodity preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11 \_35-1524(E) (3)]

**Note 1:** Do not include taxes with price.

**Note 2:** All preferences must be claimed by initialing in the space provided in the bid schedule. If you request a preference, you are certifying that your offer qualifies for the preference you have claimed.

**Delivery Date (ARO):** \_\_\_\_\_