

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

1. REQUISITION NUMBER	PAGE 1 OF 7
5. SOLICITATION NUMBER SP0300-00-R-D042	6. SOLICITATION ISSUE DATE November 29, 2000
b. TELEPHONE NUMBER (No collect calls) (215) 737-7193	8. OFFER DUE DATE/ LOCAL TIME See Page 3

2. CONTRACT NO. SP0300-01-D-3019	3. AWARD/EFFECTIVE DATE 2 SEP 01	4. ORDER NUMBER
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Mary Jean Steltz

9. ISSUED BY CODE **SP0300**
DEFENSE SUPPLY CENTER PHILADELPHIA
DIRECTORATE OF SUBSISTENCE, BLDG. 6
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092

NOTE: MAIL/HANDCARRY/TRANSMIT OFFER AS SPECIFIED ON PAGE 3

10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 422410 SIZE STANDARD: 500	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. THIS ACQUISITION IS <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS
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15. DELIVER TO CODE
SEE SCHEDULE

16. ADMINISTERED BY CODE
SAME AS BLOCK 9

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE
Pocono Produce Co., Inc.
Rte 191 & Chipperfield Drive
PO Box 669, Stroudsburg, PA 18360
TELEPHONE NO. (570) 421-4990 DUNS: 014 607 105

18a. PAYMENT WILL BE MADE BY CODE
SEE SCHEDULE

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 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	FULL LINE FOOD DISTRIBUTION				
	SEE SCHEDULE FOR LIST OF SUPPLIES				
	Contract Period: 08 Oct 01 - 07 Oct 02 (Attach Additional Sheets as Necessary)				

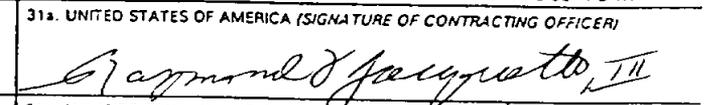
25. ACCOUNTING AND APPROPRIATION DATA
 26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$6,000,000.00 (est.)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT: REFERENCE **SP0300-00-R-D042** OFFER DATED **05 Jan 01** YOUR OFFER ON SOLICITATION BLOCK 51, INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH

30a. SIGNATURE OF OFFEROR/CONTRACTOR

 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
Rosemary Driebe Olofsson
Executive Vice President
 30c. DATE SIGNED
1/5/01

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
RAYMOND F. JACQUETTE, III
 31c. DATE SIGNED
9/12/01

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER PARTIAL FINAL
 34. VOUCHER NUMBER
 35. AMOUNT VERIFIED CORRECT FOR

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE
 32c. DATE SIGNED

36. PAYMENT COMPLETE PARTIAL FINAL
 37. CHECK NUMBER
 38. S/R ACCOUNT NUMBER
 39. S/R VOUCHER NUMBER
 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER
 41c. DATE SIGNED

42a. RECEIVED BY (Print)
 42b. RECEIVED AT (Location)
 42c. DATE REC'D (YY/MM/DD)

SOLICITATION/CONTRACT FORM

Solicitation SP0300-00-R-D042 and the following amendments issued under said solicitation, are hereby incorporated as part of this contract:

- Amendment 0001 dated 7 December 00
- Amendment 0002 dated 21 December 00
- Amendment 0003 dated 17 January 01
- Amendment 0004 dated 19 July 01

Also forming a part of your offer and hereby incorporated as a part of this contract are:

- Revised proposal for interrogatory discussions dated
- Revised proposal for Final Proposal Revisions dated
- Revised proposal for 2nd Final Proposal Revisions dated

SUPPLIES OR SERVICES AND PRICES

ITEM: Total food and beverage support for Department of Defense (DoD) and other Federal activities in Pennsylvania, New Jersey, and Southern New York.

DELIVERY: Delivery shall occur no more than 48 hours after order placement, unless otherwise required by the ordering facilities.

FOB TERMS: FOB destination for all items.

PRICES: The unit prices for all items shall be in accordance with Clause 52.212-4, Contract Terms and Conditions-Commercial Items (May 1999), Addendum, Para. 4(t), Price Changes.

The unit price is determined by adding the "*DELIVERED PRICE*" plus the "*DISTRIBUTION PRICE*," as defined in the above stated solicitation, page 11. The distribution prices are determined by identifying the applicable Distribution Category (See Attachment 1).

This contract is for a one-year period from the first day of order (October 8, 2001), and includes four one-year options. If the Government determines to invoke the options, there will be an increase in the distribution prices, from the base year, as follows:

- Option Year 1 – 1%
- Option Year 2 – 2%
- Option Year 3 – 3%
- Option Year 4 – 4%

The total estimated dollar value of the base term of this contract is \$6,000,000. This contract contains a guaranteed minimum of 25% of the estimated dollar value, or \$1,500,000. The maximum ceiling will be \$24,000,000. In the event of emergencies or mobilization, the government reserves the right to unilaterally execute an alternative maximum ceiling of 125% of this estimated maximum ceiling dollar value per contract period of this acquisition.

MANDATORY ITEMS: The items listed below, in stated package or any commercial packaging equivalent, must be purchased from either the National Industries for the Blind (NIB) or the National Industries for the Severely Handicapped (NISH) (refer to FAR clause 52.208-9, page 82 of solicitation). The mandatory sources now have the ability to package these items in a wide variety of sizes. The Prime Vendor must contact the mandatory sources of supply to ascertain if the specific size needed by the customer is available from the mandatory source, prior to obtaining these items from another source.

The items are as follows:

- 8920-00-782-6353 Pancake Mix, No. 10 Can
- 8920-00-823-7221 Cake Mix, Devils Food
- 8920-00-823-7223 Cake Mix, Gingerbread
- 8950-01-079-6942 Paprika, Ground
- 8950-01-254-2691 Garlic Powder
- Various Dining Packets (see page 3)

If ordered, the Prime Vendor is required to source these items from the NIB/NISH. The plant sources are as follows:

Pancake Mix, Cake Mixes	Garlic Powder & Paprika	Dining Packets
Advocacy & Resources Corp. 435 Gould Dr Cookeville, TN 38506 Ms. Terri McRae 615-432-5981 Fax: 615-432-5987	Unistel – Continental Development Service, Inc. 650 Blossom Rd. Rochester, NY Mr. Jack Pipes 800-864-7835 x252	National Industries for the Blind 1901 N. Beau regard St – Suite 200 Alexandria, VA 22311-1727 Ms. Mary Johnson 603-578-6512

ORDERING

Placement of orders: Between the hours of 7:00 A.M. and 2:00 P.M., Customer Local Time, Monday through Friday for skip day deliveries.

Ordering for supplies under this contract shall be performed through electronic order interface (EDI) methods by the ordering activity via the Subsistence Total Order and Receipt Electronic System (STORES) or, if this is not practicable, the vendor’s commercial ordering system.

PACKAGING AND MARKING

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification.

INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. Each ordering facility will be responsible for accepting or rejecting products as required. All food items must be inspected for count, condition, and identity and approved by the ordering activities' authorized personnel receiving the delivery before final acceptance can be made.

DELIVERIES AND PERFORMANCE

The following is designated as the plant location to be utilized for the performance of this contract:

Plant Locations

Pocono Produce Company
Rt. 191 & Chipperfield Drive
Stroudsburg, PA 18360

Customers authorized to order under this contract are specified in the above stated solicitation, pages 35 through 39.

There will be no additional charge for emergency orders. Emergency orders would require a minimum of two hours.

52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDER (S) (AUG 1992) DSCP

Delivery orders issued against this Indefinite Delivery Contract shall be administered by the person who placed the order on behalf of the Government, i.e., the ordering officer responsible for the troop support activity. Ordering officers 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. In these cases, the applicable agency or activity may reprocure the supplies locally. Ordering officers, however, are not authorized to sign purchases orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency or activity can take these particular reprocurement actions. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions where were processed under the IDC.