

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

2. CONTRACT NO. SP0300-04-D-3075		3. AWARD/EFFECTIVE DATE 10/30/2003	4. ORDER NUMBER	5. SOLICITATION NUMBER SP0300-03-R-4002	6. SOLICITATION ISSUE DATE 01/24/2003
7. FOR SOLICITATION INFORMATION CALL: Peter Krok, Contract Specialist			b. TELEPHONE NUMBER (No collect calls) 215-737-3677		8. OFFER DUE DATE/ LOCAL TIME 03/12/03 3:00 pm

9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE, BLDG. 6 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092 Attn: DSCP-HFVE NOTE: MAIL/HANDCARRY/TRANSMIT OFFER AS SPECIFIED ON PAGE 3	CODE SP0300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 422410 SIZE STANDARD: 500	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK 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
15. DELIVER TO SEE SCHEDULE PAGES 40-42		16. ADMINISTERED BY SAME AS BLOCK 9		

17a. CONTRACTOR/OFFEROR Reinhart FoodService Westmoreland Distribution Park West 226 East View Drive Mt. Pleasant, PA 15666 TELEPHONE NO. (800) 711-0362	CODE 1NE64	FACILITY CODE	18a. PAYMENT WILL BE MADE BY SEE PAGE 49 OF SOLICITATION
<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"/> SEE ADDENDUM	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	FULL LINE FOOD DISTRIBUTION FOR THE PITTSBURGH JOB CORPS CENTER, PA AND THE CLEVELAND JOB CORPS CENTER, OH. CONTRACT PERIOD: 01 NOV 03 - 31 OCT 04 CONTRACT INCLUDES 5 ONE-YEAR OPTIONS <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA 25% MINIMUM - \$275,000	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,100,000.00
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<input 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 checked="" type="checkbox"/> ARE NOT ATTACHED	<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 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.	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. SP030003R400 OFFER DATED 03/07/2003. 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)		
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) RAYMOND F. JACQUETTE, III	31c. DATE SIGNED

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 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY (<i>Print</i>)	
	42b. RECEIVED AT (<i>Location</i>)		
	42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS	

SOLICITATION/CONTRACT FORM

Solicitation SP0300-03-R-4002 and the following amendments issued under said solicitation, are hereby incorporated as part of this contract:

- Amendment 0001 dated 13 February 03
- Amendment 0002 dated 20 February 03
- Amendment 0003 dated 28 February 03
- Amendment 0004 dated 11 March 03
- Amendment 0005 dated 14 March 03
- Amendment 0006 dated 24 July 03
- Amendment 0007 dated 07 August 03

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

- Revised proposal for initial discussions dated 23 July 03
- Revised proposal for secondary discussions dated 07 August 03
- Revised proposal for Final Proposal Revisions dated 11 August 03

SUPPLIES OR SERVICES AND PRICES

ITEM: Total food and beverage support for the Pittsburgh Job Corps Center, PA, and the Cleveland Job Corps Center, OH..

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 (Feb 2002), 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, pages 12-13. 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 (November 1, 2003), and includes five one-year options. If the Government determines to invoke the options, there will be changes in the distribution prices, as offered by the awardee during discussions, as follows:

- Option Year 1: No Increase
- Option Year 2: 2% Increase
- Option Year 3: No Increase
- Option Year 4: No Increase
- Option Year 5: 2% Increase

ESTIMATED CONTRACT AMOUNT: The total estimated dollar value of the base term of this contract is \$1,100,000. This contract contains a guaranteed minimum of 25% of the estimated dollar value, or \$275,000. The maximum ceiling will be one hundred and twenty-five percent (125%) of the estimated dollar value for the base year and each option year invoked. In the event of emergencies or mobilization, the government reserves the right to unilaterally execute an alternative maximum ceiling of 150% of the estimated 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 86 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:

Pancake Mix, No. 10 Can
Cake Mix, Devils Food
Cake Mix, Gingerbread
Paprika, Ground
Garlic Powder
Dining Packets

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
Advocacy & Resources Corp.
435 Gould Dr
Cookeville, TN 38506

Garlic Powder & Paprika
Unistel – Continental Development Service, Inc.
650 Blossom Rd.
Rochester, NY 14610

Ms. Terri McRae
931-432-5981
Fax: 931-432-5987

Mr. Jack Pipes
800-864-7835 x252

Dining Packets
National Industries for the Blind
1901 N. Beauregard Street - Suite 200
Alexandria, VA 22311-1727

Ms. Mary Johnson
703-578-6512

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 STORES Web. For extenuating circumstances, the vendor's commercial ordering system may be used.

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 Location

Reinhart FoodService
Westmoreland Distribution Park West
226 East View Drive
Mt. Pleasant, PA 15666

Customers authorized to order under this contract are specified in the above stated solicitation, page 11.

INCORPORATED ELEMENTS: Per Instructions, Conditions, and Notices to Offeror, I. General Information, part E. of the solicitation (page 104), the following elements of the awardee's technical proposal are incorporated into the resultant contract:

- There is no additional charge for deviations to or cancellation of orders. Deviations or cancellations will be accepted until noon of the day prior to order delivery.
- There is no additional charge for Emergency Orders.
- There will be no additional markup applied for split case merchandise.

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.

ATTACHMENT 1

DISTRIBUTION PRICE BY CATEGORIES

Category	Category Description	Distribution Price
1	Chilled Meats	
2	Frozen Meats	
3	Chilled Poultry	
4	Frozen Poultry	
5	Frozen Fish	
6	Frozen Shellfish	
7	Bakery and Cereal Products	
8	Beverages (with or without equipment)	
9	Bouillon & Soups (Canned and Dried)	
10	Jams & Jellies	
11	Ice Cream Products	
12	Fluid Milk and Milk Products	
13	Butter & Margarine	
14	Other Dairy Products	
15	Condiments, Salad Dressings, Spices	
16	Confections, Nuts and Sugars	
17	Eggs	
18	Bread Products and Other Bakery Products – Frozen	
19	Fresh Bread and Other Bakery Products	
20	Fats & Oil	
21	Other Semi-perishable Items not mentioned above	
22	Other Perishable Items not mentioned above	
23	Related Non Foods (Disposable Items)	
24	Fresh Fruits & Vegetables	
25	Dietary Products	