

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1 REQUISITION NUMBER	PAGE 1 OF 11	
2 CONTRACT NO. SP0300-03-D-V801	3 AWARD/EFFECTIVE DATE DEC 17, 2002	4 ORDER NUMBER	5 SOLICITATION NUMBER	6 SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE: LOCAL TIME		
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE, BLDG. 6 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092 ALBINA A. FARRANT 215-737-4526 DSCP-HFOP		CODE SP0300	10. THIS ACQUISITION IS <input 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: SIZE STANDARD:		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 NET
15 DELIVER TO TO BE CITED ON INDIVIDUAL ORDERS		CODE	16. ADMINISTERED BY SAME AS BLOCK 9		CODE SP0300	
17a. CONTRACTOR/ OFFEROR FOREMOST FOODS 490 NORTH MARINE DRIVE TAMUNING, GUAM 96913 TELEPHONE NO. (671) 649-9782		CODE 00ER56	18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO-BVDPIS/CC P. O. BOX 182317 COLUMBUS, OHIO 43218-6260		CODE S33150	
<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	
	MARKET READY DAIRY PRODUCTS FOR GUAM					
<i>(Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 97X4930.5CS0 01 26.0 S33150				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$71,955.25 (Estimated)		
<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 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 type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			COPIES	29. AWARD OF CONTRACT: REFERENCE SP0300-02-R-4020 OFFER DATED AUG 28, 2002 OR OFFER ON SOLICITATION BLOCK <input checked="" type="checkbox"/> 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) ALBINA A. FARRANT		31c. DATE SIGNED Dec. 17, 2002	
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		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			37. CHECK NUMBER		38. S/R ACCOUNT NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE SIGNED	39. S/R VOUCHER NUMBER		40. PAID BY	
			42a. RECEIVED BY (Print)			
			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)			

THE FOLLOWING DOCUMENTS ARE PART OF THIS CONTRACT:

SOLICITATION SP0300-02-R-4020 DATED JULY 26, 2002

AMENDMENT 0001 TO SP0300-02-R-4020 DATED AUGUST 14, 2002

FOREMOST OFFER DATED AUGUST 28, 2002

DSCP E-MAIL DATED OCTOBER 23, 2002 FROM DSCP CONTRACTING OFFICER TO FOREMOST MAKING REVISIONS TO QUANTITIES AND TECHNICAL REQUIREMENTS

FOREMOST E-MAIL DATED OCTOBER 24, 2002 TO DSCP CONTRACTING OFFICER ACCEPTING OFFER REVISIONS

FOREMOST E-MAIL DATED NOVEMBER 22, 2002 TO DSCP CONTRACTING OFFICER FURNISHNG PRICING REVISIONS

DSCP CONTRACTING OFFICER'S LETTER DATED NOVEMBER 26, 2002 TO FOREMOST REQUESTING "FINAL PROPOSAL REVISIONS" AND EXTENSION OF OFFER ACCEPTANCE PERIOD

FOREMOST AGREEMENT DATED NOVEMBER 27, 2002 TO EXTEND OFFER ACCEPTANCE PERIOD UNTIL DECEMBER 20, 2002

FOREMOST E-MAIL DATED DECEMBER 4, 2002 TO DSCP CONTRACTING OFFICER PROVIDING FINAL PROPOSAL REVISIONS/PRICES

THIS CONTRACT IS EFFECTIVE ON THE AWARD DATE APPEARING IN BLOCK 3 ON PAGE 1.

THE BASE YEAR ORDERING PERIOD WILL BE FROM DATE OF PLACEMENT OF FIRST ORDER FOR A ONE YEAR PERIOD THEREAFTER. OPTION YEAR ORDERING PERIODS WILL BE FOR THE SAME ONE YEAR PERIODS THEREAFTER.

SUPPLIES/SERVICES/PRICES

<u>ITEM DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1. Milk, Whole, ½ Pint	23,000 Co	\$.35	\$ 8,050.00
2. Milk, Whole, Liter	100 Co	\$ 1.27	\$ 127.00
3. Milk, Whole, Half Gallon	100 Co	\$ 1.98	\$ 198.00
4. ITEM DELETED			
5. Milk, Whole, 6 Gallon BiB	100 Bx	\$24.71	\$ 2,471.00
6. Milk, 2% Reduced Fat, ½ Pint	15,000 Co	\$.35	\$ 5,250.00
7. Milk, 2% Reduced Fat, Liter	50 Co	\$ 1.27	\$ 63.50
8. Milk, 2% Reduced Fat, Half Gallon	35 Co	\$ 1.98	\$ 69.30
9. Milk, 2% Reduced Fat, Gallon	150 Co	\$ 3.95	\$ 592.50
10. Milk, 2% Reduced Fat, 6 Gallon BiB	1,000 Co	\$24.71	\$24,710.00
11. ITEM DELETED			
12. Milk, Fat Free (Skim), Liter	100 Co	\$1.27	\$ 127.00

<u>ITEM DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
13. Milk, Fat Free (Skim), ½ Gallon	100 Co	\$ 2.07	\$ 207.00
14. ITEM DELETED			
15. Milk, Fat Free (Skim), 6 Gallon BiB	100 Co	\$24.71	\$2,471.00
16. Milk, Chocolate, 2% Reduced Fat, ½ Pint	9,000 Co	\$.36	\$3,240.00
17. Milk, Chocolate, 2% Reduced Fat, Liter	100 Co	\$ 1.34	\$ 134.00
18. ITEM DELETED			
19. ITEM DELETED			
20. Milk, Chocolate, 2% Reduced Fat, 6 Gallon BiB	200 Bx	\$26.69	\$5,338.00
21. Sour Cream, 16 Oz Co.	150 Co	\$ 2.20	\$ 330.00
22. Sour Cream, 5 Lb Co	200 Co	\$ 6.15	\$1,230.00
23. ITEM DELETED			

<u>ITEM DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
24. Yogurt, Chilled, Lowfat, Blended, Assorted, 6 Oz Co	100 Co	\$.74	\$ 74.00
25. Yogurt, Chilled, Lowfat Blended, Blueberry, 6 Oz Co	2,000 Co	\$.74	\$1,480.00
26. Yogurt, Chilled, Lowfat, Blended, Peach, 6 Oz Co	2,000 Co	\$.74	\$1,480.00
27. Yogurt, Chilled, Lowfat, Strawberry Banana, 6 Oz Co	1,200 Co	\$.74	\$ 888.00
28. Yogurt, Chilled, Lowfat, Strawberry, 6 Oz Co	2,000 Co	\$.74	\$1,480.00
29. Ice Milk, Milk Shake Mix, Vanilla, 2 ½ Gallon	75 Co	\$14.53	\$1,089.75
30. ITEM DELETED			
31. Ice Cream, Vanilla, 3 Gallon Co	50 Co	\$22.34	\$1,117.00
32. Ice Cream, Chocolate 3 Gallon Co	50 Co	\$22.34	\$1,117.00
33. Ice Cream, Strawberry, 3 Gallon Co	50 Co	\$22.34	\$1,117.00

<u>ITEM DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
34. Ice Cream, Banana, 3 Gallon Co	50 Co	\$22.34	\$1,117.00
35. Ice Cream, Cookies & Cream, 3 Gallon Co	50 Co	\$22.34	\$1,117.00
36. Ice Cream, Macadamia Nut, 3 Gallon Co 500 Co	50 Co	\$22.34	\$1,117.00
37. Ice Cream, Rocky Road, 3 Gallon Co	50 Co	\$22.34	\$1,117.00
38. Ice Cream, Mango, 3 Gallon Co	25 Co	\$22.34	\$ 558.50
39. Ice Cream, Ube, 3 Gallon Co	25 Co	\$22.34	\$ 558.50
40. Ice Cream, Strawberry Cheesecake, 3 Gallon Co	25 Co	\$32.34	\$ 808.50
41. Ice Cream, Vanilla, 5 Oz Co., 12 Per Pack	25 Bx	\$ 4.82	\$ 120.50
42. Ice Cream, Chocolate, 5 Oz Co., 12 Per Pack	10 Bx	\$ 4.82	\$ 48.20
43. Ice Cream Bar, Chocolate Fudge, w/Stick, 3 Oz Ea, 6 Per Pack	50 Bx	\$ 2.06	\$ 103.00

<u>ITEM DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
44. Ice Cream Bar, Vanilla, Coated, w/Chocolate, W/Stick, Min 2.5 Oz Ea, 6 Per Pack	50 Pk	\$2.24	\$ 112.00
45. Ice Cream Sandwich, Vanilla, W/Chocolate Wafers, Min 2.5 Oz Ea, 6 Per Pack	50 Bx	\$2.19	\$ 109.50
46. Ice Cream Cone, Vanilla, Min 2.5 Oz Ea, 6 Per Pack	50 Bx	\$2.36	\$ 118.00
47. Water, Drinking, 24/.5 Liter Bottles Per Case	50 Bx	\$9.99	\$ 499.50
		Estimated Total	\$71,955.25

NSNs To Be Cited On Catalog

OPTION YEAR PRICING

THERE WILL BE PRICE INCREASES FOR EACH OPTION YEAR AS STATED IN FOREMOST'S FINAL PROPOSAL REVISION DATED DECEMBER 4, 2002. THESE NEW PRICES WILL BE MADE PART OF THE CONTRACT BY MODIFICATION WHICH WILL INVOKE THE OPTION YEARS. THE CATALOG WILL ALSO BE ADJUSTED ACCORDINGLY.

GUARANTEED MINIMUM

THIS CONTRACT CONTAINS A GUARANTEED MINIMUM OF TWENTY FIVE PERCENT (25%) OF THE ESTIMATED DOLLAR VALUE OF THIS CONTRACT. THE ESTIMATED DOLLAR VALUE OF THE BASE YEAR OF THIS CONTRACT IS \$71,955.25 WITH A GUARANTEED MINIMUM OF \$17,988.82.

PAGES 21 AND 22 OF THE SOLICITATION PORTION OF THIS CONTRACT ARE DELETED IN THEIR ENTIRETY AND REPLACED WITH THE FOLLOWING:

DESCRIPTION/SPECIFICATIONS

Products delivered will be as fresh as possible to maintain maximum shelf life as stated for each product. Fluid dairy products and other dairy products shall have sufficient remaining shelf life commensurate with good commercial practice and at a minimum:

1. Milk products must be delivered within 72 hours after pasteurization.
2. Sour Cream must be delivered within 7 days after pasteurization.
3. Yogurt must not be older than 21 days from the date of pack.
4. Ice cream must be delivered within 120 days after manufacturing and packaging except for novelties which must be delivered within 180 days after manufacturing and packaging.
5. Ice Milk, Milk Shake Mix must be delivered within 120 hours after manufacture.

Code Dates. Utilizing good manufacturing practices, each product to be delivered will be marked with an expiration date. Product expiration date must coincide with the stated shelf life of the product.

PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

a. Applicable food products, e.g., dairy items delivered to customers listed in this solicitation, as well as any customer added to contract(s) resulting from this solicitation, shall originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements", or one which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States Department of Agriculture (USDA). For detailed information see Clause 52.246-9P31 "Sanitary Conditions" in this solicitation.

b. The following is the Internet Link to VETCOM's Directory of Sanitarily Approved Food Establishments. Currently, access to this system will be authorized to vendors only upon written request to the Contracting Officer, and will be granted for a period of six months. This request can also be refreshed to permit an extension of the access time on an as needed basis.

<http://domino1.hcssa.amedd.army.mi./vetcom.nsf>

PACKAGING, PACKING AND LABELING

a. 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 there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

b. All items must be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. Contractors who do not use open dating shall provide a product code key listing for those dates that are coded to facilitate determining the remaining shelf life. The product key listing must explain the actual date of production/processing or expiration depending on the date provided. Copies of the key listing will be furnished to each customer and to the DSCP Contracting Officer and DSCP COR on Guam.

c. Bulk Milk Containers. The bulk milk dispenser container shall be a single service dispenser container (multi-gallon polyethylene bag) and shall be delivered in a single service shipping container (corrugated cardboard box) or a multi-service shipping container (plastic/metal holder/keeper case) which does not require a transferring of the

single service dispenser container (polyethylene bag) to a holder/keeper case or dispenser case at point of use.

d. Bulk Milk Containers – **Ships Only**. Bulk milk items for US Navy vessels are restricted to a single service dispenser container (polyethylene bag) in a single service shipping case (wax impregnated cardboard box) only.

e. To assure the receiving activity properly handles and stores the various products, standard commercial precautionary markings such as, ‘KEEP REFRIGERATED’, HANDLE WITH CARE”, etc. will be used on the shipping cases where appropriate.

PAGE 23 OF THE SOLICITATION PORTION OF THIS CONTRACT – DELETE THE PARAGRAPH ENTITLED “CASE/UNIT LOAD MARKINGS”.

INSPECTION AND ACCEPTANCE

a. All deliveries are subject to military Veterinary inspection. In addition, the delivery vehicles will be inspected for cleanliness and condition.

b. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary inspector or the dining facility manager.

c. The authorized receiving official at each delivery point is responsible for inspection and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the receiving official and truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product. No invoice may be submitted for payment until acceptance is verified.

DELIVERIES/PERFORMANCE

Customers may place orders on an “as needed” basis. Delivery will be in accordance with the following on schedule:

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FOREMOST FOODS

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Order Day

Monday
Tuesday
Wednesday
Thursday & Friday

Delivery Day

Wednesday
Thursday
Friday
Monday

CONTRACT ADMINISTRATION DATA

PAYMENT SHOULD BE MADE TO:

FOREMOST FOODS
490 NORTH MARINE DRIVE
TAMUNING, GUAM 96913