

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

1 REQUISITION NUMBER: PAGE 1 OF 10  
 2. CONTRACT NO: SPM300-08-D-3249  
 3 AWARD/EFFECTIVE DATE: 3/19/2008  
 4 ORDER NUMBER:  
 5 SOLICITATION NUMBER: SPM300-08-R-0014  
 6 SOLICITATION OPENING DATE: 11/22/2006

7. FOR SOLICITATION INFORMATION CALL: LENDER WALKER/MATTIE WALKER  
 b. TELEPHONE NUMBER (No collect calls): 215-737-3867/215-737-5891  
 8 OFFER DUE DATE LOCAL TIME:

9. ISSUED BY: DEFENSE SUPPLY CENTER PHILADELPHIA  
 DSCP-FTAA  
 700 ROBBINS AVENUE  
 PHILADELPHIA, PA 19111-5096  
 10. THIS ACQUISITION IS:  
 UNRESTRICTED OR  
 SET ASIDE: % FOR  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(a)  
 NAICS: 424410  
 SIZE STANDARD: SS.

11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:  SEE SCHEDULE  
 12. DISCOUNT TERMS:  
 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700):   
 13b. RATING:  
 14. METHOD OF SOLICITATION:  RFQ  IFB  IFP

15 DELIVER TO: SEE SCHEDULE  
 16. ADMINISTERED BY: SEE BLOCK 9

17a CONTRACT OFFEROR: POCONO PRODUCE COMPANY  
 RT 191 AND CHIPPERFIELD DRIVE  
 STROUDSBURG, PA 18360  
 TELEPHONE NO.: 570-421-2466  
 18a. PAYMENT WILL BE MADE BY:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER:   
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK 18b BELOW IS CHECKED:  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SUBSISTENCE PRIME VENDOR SUPPORT FOR customers at Fort Drum NY and surrounding AREAS. Base Term Period: March 19, 2008 - March 18, 2010.  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25 ACCOUNTING AND APPROPRIATION DATA: 97X49305X 10% Minimum \$600,000.00  
 26 TOTAL AWARD AMOUNT (For Govt Use Only): \$6,000,000.00

27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED: ADDENDUM  ARE  ARE NOT  
 27b CONTRACT PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED: ADDENDUM  ARE  ARE NOT  
 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  
 29. AWARD OF CONTRACT: FULL  Proposal  
 DATED: 3/19/2008 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES SET FORTH HEREIN, IS ACCEPTED AS TO TERMS.

30a SIGNATURE OF OFFEROR/CONTRACTOR:   
 30b NAME AND TITLE OF SIGNER (Type or print): TERRENCE SNYDER, President  
 30c DATE SIGNED: 3/19/08  
 31a UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER:   
 31b NAME OF CONTRACTING OFFICER (Type or print): MATTIE WALKER, Contracting Officer  
 31c DATE SIGNED: 3/19/08

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
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. S/R 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
---	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NO	39. S/R VOUCHER NUMBER	40. PAID BY
--------------------	------------------------	-------------

41. CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT (Location)	
42c. DATE REC'D (YY-MM-DD)	42d. TOTAL CONTAINERS

## 1. SOLICITATION/CONTRACT FORM

1. The following amendments issued under solicitation number SPM 300-06-R-0019 are hereby incorporated as part of this contract:

- Amendment 001 dated, 12/5/06
- Amendment 002 dated, 12/22/06
- Amendment 003 dated, 1/09/07
- Amendment 004, dated 1/11/07
- Amendment 005, dated 1/12/07
- Amendment 006, dated 1/19/07
- Amendment 007, dated 2/7/07
- Amendment 008, dated 1/15/08
- Amendment 009, dated 1/18/08
- Amendment 010, dated 1/23/08
- Amendment 011, dated 1/30/08
- Amendment 012, dated 2/01/08/

The following documents from the vendor's offer or incorporated into this contract:

- The Technical and Business proposals dated 1/31/2007. All elements of the Technical and Business Proposals which exceeded the government's requirements are hereby incorporated into this contract.
- Final Proposal Revisions dated 02/01/08.

## 2. SUPPLIES OR SERVICES AND PRICES

This contract contains the estimated food and beverage requirements for DoD and non-DoD customers located in Zone 2 upper New York, Fort Drum, NY and surrounding areas..

- **ITEMS:** This contract is for the procurement of Total Food and Beverage support EXCEPT for Fresh Fruits and Vegetables, fresh milk, fresh bread, "branded" Bag in Box Soda, non food items and disposables. However, the government reserves the right to add these classes of food and non-food items after award.
- **DELIVERY:** Delivery shall occur no more than 48 hours after order placement – "Skip Day," or an alternative delivery period as specified by the customer.
- **PROPOSED FILL RATE:** 98.5%
- **CONTRACT TERM:** Two (2) year Base Term with three (3) options: Option 1 18 months, Option 2 12 months, and Option 3 18 months.
- **CONTRACT TYPE:** Indefinite Quantity Contract – Firm Fixed Price

## POCONO PRODUCE COMPANY – Zone 2

**III. PRICING**

Pricing will be based on the following formula: Unit Price = Delivered Price + Distribution Price

**CONTRACT TERM:** The contract is for two (2) year Base Term with three (3) options: Option 1 18 months, Option 2 12 months, and Option 3 18 months.

The total estimated dollar value of the base term of this contract is \$6,000,000.00. This contract contains a guaranteed minimum of 10% of the estimated award dollar value or \$600,000.00. In the event of emergency and/or mobilization, the government reserves the right to unilaterally execute a maximum ceiling of 175% of the estimated dollar value

**The following services offered by Pocono Foodservice exceed solicitation requirements and are incorporated into the contract:**

**NO ASSOCIATED FEE FOR ADD-ONS!**

- In the event of an emergency: Pocono Foodservice Company is available to take orders 24 hours - 7 days a week
- An emergency order is any order that is placed for same day delivery.
- There is NO ADDITIONAL charge or fees associated with emergency orders

**EMERGENCY ORDERS**

Pocono Produce has a policy that considers any customer's emergency request important and valid and makes it a policy to respond and react immediately in order to ensure same day delivery. Normal response time to an emergency order is 4 hours from notification. No fees are imposed for the unlimited emergency deliveries.

**NIS ITEMS**

Pocono Produce plan will allow the customers to be notified the same day the order is placed on non-availability and substitutions (within two hours of receipt of order). No associated fees apply.

**Minimum Case Velocity**

A 15 case minimum to procure new items from current suppliers within 14 days of request after price is **determined fair and reasonable.**

**PACKAGING AND MARKING****I. PACKAGING, PACKING, AND LABELING**

## POCONO PRODUCE COMPANY – Zone 2

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.

**II. INSPECTION AND ACCEPTANCE**

A. Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identify, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer.

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

C. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The 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. The authorized receiving official's signature on the delivery ticket denotes acceptance of the product.

D. The contractor shall forward three (3) copies of the delivery ticket with the shipment. The receiving official will use the delivery ticket as the receipt document. Two (2) copies of the signed and annotated delivery ticket will serve as the acceptance document. No invoice may be submitted for payment until acceptance is verified.

**Place of Performance**

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

**Plant Location**

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

The customers authorized to order under this contract are listed below.

**Delivery Point/Name & Address/Special Delivery  
Instructions/POC's:**

***ZONE 2 (Northeastern New York)***

**1. Fort Drum, NY**

**Director of Logistics**

**2 Nash Blvd.**

**Fort Drum, NY 13602-5095**

a. TISA

Bldg. #P-60

Fort Drum, NY 13602

&

P.O.C. Fred Beimford

Phone: 315-772-4432

DoDAAC: W16BFA

Delivery Hours:

5:30 a.m. – 8:00 p.m.

Monday, Wednesday

Friday

b. P-10150

2nd Bde

4th Armored Dr.

&

Fort Drum, NY 13602

DoDAAC: ACDF01

Delivery Hours:

5:30 a.m. – 8:00 p.m.

Monday, Wednesday

Friday

c. P-175

548th CSB

1st Street Middle

& Fort Drum, NY 13602

DoDAAC: ACDF02

Delivery Hours:

5:30 a.m. – 8:00 p.m.

Monday, Wednesday

Friday

d. P-10650

DIVTRP

5th Armored Dr.

&

Fort Drum, NY 13602

DoDAAC: ACDF03

Delivery Hours:

5:30 a.m. – 8:00 p.m.

Monday, Wednesday

Friday

e. P-10550

DIVARTY

5th Armored Dr.

&

Fort Drum, NY 13602

DoDAAC: ACDF04

Delivery Hours:

5:30 a.m. – 8:00 p.m.

Monday, Wednesday

Friday

f. P-4450

DISCOM

Delivery Hours:

5:30 a.m. – 8:00 p.m.

## POCONO PRODUCE COMPANY – Zone 2

Camp Swift Road & Fort Drum, NY 13602 DoDAAC: ACDF05	Monday, Wednesday  Friday
g. P-10250 1st Bde 4th Armored Dr. & Fort Drum, NY 13602 DoDAAC: ACDF06	Delivery Hours: 5:30 a.m. – 8:00 p.m. Monday, Wednesday  Friday
h. P-10450 10th Avn Bde 5th Armored Dr. & Fort Drum, NY 13602 DoDAAC: ACDF07	Delivery Hours: 5:30 a.m. – 8:00 p.m. Monday, Wednesday  Friday
i. Bldg. 2065 Fort Drum, NY 13602 DoDAAC: ACDF08	Delivery Hours: 5:30 a.m. – 8:00 p.m. Monday, Wednesday Friday

& Note: there will be two building openings at the Airfield in 2007.

Special Instructions for Ft. Drum:

- 1) Selected roads dedicated to morning physical training (p.t.) – no travel prior to 8:00 a.m.
- 2) Surge in requirements during the period of May thru August.
- 3) 40' trailer access capable.

2. 109th Air Wing FT6323 Delivery Hours:

1 Ronald Reagan Way 6:30 a.m. – 3:00 p.m..

Building 16 Monday  
Scotia, NY 12302  
Msgt Morri  
Dsn: 518-344-2536  
DoDAAC: FT6323

3. ANG Syracuse  
Hours:  
174th Fighter Wing  
12:00N 6001 East Malloy Road  
& Thurs  
Hancock Field  
Syracuse, NY 13211  
P.O.C. Sgt. Dobransky  
315-454-6418  
DoDAAC: FB6324

Delivery  
  
7:00 AM -  
Tuesday

CONTRACT ADMINISTRATION DATA**CONTRACT ADMINISTRATION DATA****I. CONTRACTING AUTHORITY**

- A. The DSCP Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DSCP Contracting Officer.
- B. In the event the vendor effects any change at the direction of any person other than the DSCP Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.
- C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DSCP Contracting Officer.

**II. INVOICING**

- A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the delivery ticket/invoice, keep one (1) copy and return original copy to the vendor. Any changes must be made on the face of the invoice; attachments are not acceptable.
- B. All invoicing for payment is to be filed electronically using EDI transaction set 810 (Attachment 5) No paper invoices shall be submitted to DFAS for payment. All invoices submitted by Prime Vendor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to submission.
- C. Invoice transactions may be submitted to DSCP daily; however, it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice. Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The vendor will be responsible for correction and re-submission.
- D. The same invoice cannot be submitted with different dollar amounts.
- E. Vendors will be required to submit test 810 transactions sets 30 days prior to the first order.
- F. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.
- G. For catch weight items, standard rounding methods must be observed, i.e. <5: rounded down; =5 or >5: rounded up. All weights must be rounded to whole pounds using standard rounding methods. Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the vendor.
- H. Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point. STORES will not accommodate positions of 3 and above beyond the decimal point.
- I. The following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice:

## POCONO PRODUCE COMPANY – Zone 2

DFAS – Columbus Center  
Attn: DFAS – BVDP (SL4701)  
PO Box 369031  
Columbus, OH 43236-9031

J. Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:

1. Contract Number, Call or Delivery Order Number, and Purchase Order Number;
2. DoDAAC;
3. Contract line listed in numeric sequence (also referred to as CLIN order);
4. Item nomenclature
5. LSN or NSN;
6. Quantity purchased per item in DSCP's unit of issue;
7. Clearly identified changes and annotations on all copies;
8. Clean invoices must be submitted; and
9. Total dollar value on each invoice (reflecting changes to the shipment, if applicable).

K. Vendors are required to use the Reconciliation Tool to identify and correct mismatches

between invoices submitted and customers posted receipts. It is the responsibility of the Prime Vendor to adjust as necessary and communicate with the customer or DSCP as needed, in order to resolve any/all discrepancies.

### III. PAYMENTS

A. DFAS Columbus Center is the payment office for this acquisition.

B. Payment of delivery orders will be made in accordance with the terms and conditions of

Paragraph (i) of Clause 52.212-4 "Contract Term and Conditions – Commercial items", appearing in the section of this solicitation entitled "Contract Clauses".

C. Payment is subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.

D. All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.

E. Vendor Reconciliation Tool: In an effort to improve the payment process, vendors will have availability to view what the customer has or has not receipted, via the BSM website [https://131.82.243.43/recon\\_tool/Login.asp](https://131.82.243.43/recon_tool/Login.asp). The Prime Vendor will have access to "unreconciled" information, i.e. the invoice does not match the receipt because of a quantity or price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the BSM website by the Prime Vendor. While the vendor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days.

F. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment" appearing in the section of this solicitation entitled

## POCONO PRODUCE COMPANY – Zone 2

“Contract Clauses”. However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

**IV. ADMINISTRATION**

- A. The DSCP Prime Vendor Supplier Operations Office will perform administration of the contract.
- B. A designated representative at the ordering activity will perform administration of the individual delivery order. This includes approving product substitutions and delivery changes.
- C. The DSCP Contracting Officer must approve any changes to the contract.

**SPECIAL CONTRACT REQUIREMENTS****I. NOTICE TO OFFERORS**

A. Prospective offerors are hereby advised that although there is a guaranteed minimum on this contract, DSCP cannot guarantee that any or all of the customers will order all of their subsistence and related non-food requirements from the successful Prime Vendor. Once the guaranteed minimum has been met, customers may or may not choose to continue ordering from the contract. To a large extent, their decision to continue ordering will be based on the performance of the Prime Vendor.

**II. MANAGEMENT REPORTS**

A. The contractor shall electronically transmit the following reports to the DSCP Contracting Officer and Acquisition Specialist on a monthly basis. All reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month, e.g., reporting period of January 1st through January 31st – the reports are due February 7th.

1. Descending Dollar Value Report: Sorted by line item; each line to contain at a minimum the DSCP stock number, item description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be totaled. This report shall be submitted by individual customer accounts AND also by the total customer base in each zone.

2. Product Line Manufacturer/Supplier Listing: This report shall list all items purchased along with quantity and dollar value. It shall be sorted by Manufacturer/Supplier and annotate whether the manufacturer/supplier is a large business, or small business. All small businesses are to be broken in the subcategories as listed above.

3. Fill Rate Report: The fill rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mis-picks and damaged cases should not be included in this calculation. This report should reflect the fill rates with and without substitutions. The report should specify fill rates per customer and an overall average fill rate for all customers under the contract for the month being reported.

4. Customer Service Report: The Prime Vendor shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from

## POCONO PRODUCE COMPANY – Zone 2

ordering activities and the respective resolutions by providing a summary from customer visits.

5. Rebate Reports:

a. General Rebates: All rebates that have been passed along to the customer via off-price reductions, or that are due to the customers, shall be summarized by listing each customer and the rebate amount. Also include the manufacturer offering the rebate and the product usage. The total should be per customer and per contract.

b. Food Show Rebates: This report should show a detailed break out of all savings received at Food Shows. This report is not a monthly requirement, but is based on the timing of the Food Show and should be received by the Contracting Officer no later than two weeks after the end of the special pricing period. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.

6. Financial Status Report: In order to ensure timely payments, a summarized accounts receivable and/or a “days of outstanding sales” shall be submitted on a monthly basis. The report should be categorized by time periods, and sorted further by customer. If problems should occur, a detailed listing by invoice number/purchase order number/call number will be requested. However, it is suggested that this report contain as much information as possible to alleviate problems immediately.