

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER	PAGE 1 OF 7
2. CONTRACT NO. SPM300-05-D-3072	3. AWARD/EFFECTIVE DATE 16 DEC 04	4. ORDER NUMBER NA	5. SOLICITATION NUMBER SP0300-01-R-4029	6. SOLICITATION ISSUE DATE 2/22/02	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Contract Specialist, Peggy Grady		b. TELEPHONE NUMBER (No collect calls) (215) 737-7592		8. OFFER DUE DATE/ LOCAL TIME 4/5/02
	9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE - BLDG "C" 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092		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: 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) 13b. RATING 14. THIS ACQUISITION IS <input type="checkbox"/> RFD <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
15. DELIVERED ZONE 1: NEBRASKA AREA		16. ADMINISTERED BY SAME AS BLOCK 9		12. DISCOUNT TERMS CODE SP0300	
17a. CONTRACTOR/OFFEROR REINHART FOODSERVICE 1500 ST JAMES STREET, P.O. BOX 2859 LACROSSE, WI 54602-2859 TELEPHONE NED. ()		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS ATTN: DFAS - PIP/CC P.O. BOS 182317 COLUMBUS, OH 43218-6260	
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 VARIOUS GOVERNMENT AGENCIES LOCATED IN NEBRASKA AREA.				
<i>(Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$635,000.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA		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.	
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) ANTHONY HOPE	
30d. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		30e. DATE SIGNED		31c. DATE SIGNED 23 Dec 04	
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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE SIGNED		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE SIGNED		38. SIR ACCOUNT NUMBER	
				39. SIR VOUCHER NUMBER	
				40. PAID BY	
				42a. RECEIVED BY (Print)	
				42b. RECEIVED AT (Location)	
				42c. DATE REC'D (YY/MM/DD)	

Reference Page 1, Block 29: The following is part of this contract:
Solicitation SP0300-01-R-4029 and all amendments and revisions for stated solicitation.
Initial proposal and all revisions and correspondence submitted by Reinhart FoodService,
relevant for use by customers in normal business operations. Proprietary information was used
for evaluation purposes. Reinhart FoodService is required to provide services and supplies
commensurate with high standards submitted in proposals and revisions.

Award is for a base year of twelve months. This contract includes four one-year option periods,
to be renewed at the discretion of the government in compliance with FAR 17.207 and Clause
52.217-9P12.

Contract base year period is from 20 March 2005 to 19 March 2006.

Place of Performance on this contract is

Reinhart FoodService
702 West Fairview Road
P.O. Box 1088
Marshall, MN 56258

Contract is subject to compliance with the Berry Amendment.

MINIMUM/MAXIMUM QUANTITIES:

The guaranteed minimum amount to be ordered under any resulting contract(s) is 25% of the
total estimated contract dollar amount of each individual contract.

The maximum ceiling amount to be ordered under any resulting contract(s) is 50% over the total
estimated contract dollar amount of each individual contract. In the event the maximum monetary
ceiling is reached, the Government reserves the right to exercise the option less than (1) year
after the award date of the base year or any subsequent option year.

In the event of emergencies and/or mobilization, the Government reserves the right to unilaterally
execute a higher alternate ceiling of 75% over the total estimated contract dollar amount of each
individual contract.

FOOD AND BEVERAGE DISPENSERS:

Per customer request the Prime Vendor will provide to the customer at no charge the following
food and beverage dispensers:

Hot Soup
Mashed Potato
Cereal
Liquid Roast Coffee Dispensers
Cappuccino Machines
Mechanically refrigerated dispensing machines and head for bag-in-box juices and drinks

The prime vendor maintains ownership of and responsibility for technical maintenance and quality
control inspections and maintenance of food and beverage dispensers. Prime Vendor is
responsible for repairs at no cost to the customer. Food and Beverage dispensers will be
returned to the Prime Vendor at the conclusion of the contract.

A sufficient number of machines and dispensing heads shall be installed in the customers'
facilities to accommodate the specific needs of each ordering facility.

Additional product dispensers could be required as customer usage and product changes and
availability indicate.

DELIVERY INSTRUCTIONS:

Deliveries are F.O. B. destination to each ordering activity and delivery point. Each delivery point is required to receive its order in entirety within the requested delivery period stated by the customer. Upon completion of delivery, the contractor will remove all excess pallets used for delivery from the delivery point. All items will be tailgate delivery.

Installation delivery routes and stop-off sequence are required to be coordinated and verified with the installation. A written schedule of delivery is to be submitted to DSCP-HFVP prior to first delivery.

Contractor is not required to make deliveries on Federal Holidays. When a scheduled delivery day falls on a Federal Holiday, delivery will be made either on the next business day (not a Saturday or a Sunday) or as requested by the customer.

Federal Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

DELIVERY LOCATIONS, DAYS AND TIMES:**Offutt Air Force Base, Nebraska:**

Hillside Dining Facility	Mon, Wed & Fri	Between 6:00 and 9:00 AM
Flight Kitchen Facility	Mon, Wed & Fri	Between 6:00 and 9:00 AM
Child Development Center	Mon, Wed & Fri	Between 6:00 and 9:00 AM
Youth Center	Mon, Wed & Fri	Between 6:00 and 9:00 AM
Hospital Food Service	Mon, Wed & Fri	Between 6:00 and 9:00 AM

Nebraska ANG

PACKAGING, PACKING AND LABELING:

All delivered products are to be processed and packed from the latest pack available or the latest seasonal pack during the contract period. All products shall be delivered as fresh as possible and within the manufacturer's established shelf life. For annual pack items, products will be from the latest seasonal pack available, unless specifically authorized by the customer prior to delivery.

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.

Frozen product must be processed and packed to allow removal of the individual required portions without risk or compromise to the integrity of remaining product.

All meats, poultry and seafood will be vacuum packed when practicable. In all instances the packaging will protect the product from freezer burn and contamination.

All fresh poultry and seafood items will be packed in ice packed cartons, separately. Fresh poultry can be in gas-flush cartons.

PACKAGING, PACKING AND LABELING (Continued):

All items must be identified with readable dates (open code dates, best if used by date, expiration dates, etc) or coded dates. Contractors who do not use open code dating will provide a product code number key listing for coded dates. The product code number key listing shall explain the actual date of production or processing. Copies of key code listings will be furnished to the receiving officer at each destination and each destination inspection agency prior to first delivery and to DSCP at time of request.

Standard commercial precautionary markings such as "KEEP FROZEN" or "KEEP REFRIGERATED" or "GLASS", etc, will be used on all cases when appropriate.

To the maximum extent possible, nutrition and ingredient labels will be on the individual packages, otherwise such information is to be provided separately to the customer upon request.

WARRANTIES

The supplies furnished under the resultant contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Government by Clause 52.212-4 "Contract Terms and Conditions-Commercial Items" contained in solicitation.

ADDING NEW ITEMS INTO INVENTORY:

Customers will be able to request additional items to be added to the awarded contract and resulting catalog. Contract Modifications will not be required to add items. **No minimum case requirement.**

INSPECTION: ACCEPTANCE, REJECTION AND RETURN:

Product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for non-conforming or unacceptable supplies.

All deliveries are subject to military inspection. In addition, the delivery vehicles will be inspected for cleanliness, condition and temperature. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, product inspection could be expanded if determined necessary by either the Military Inspector, or the Dining Facility Manager or the Food Officer.

Supplies transported in vehicles, which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

Frozen product must meet the following criteria to be accepted:

1. Packages must be solid, not soft, upon arrival.
2. Container and wrapping must be intact and in a solid condition.
3. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes, off odor) or dehydration.
4. Cello wrapped packages will not be discolored or show other signs of freezer burn. If any product is determined to be defective, damaged, or compromised in any manner, the receiving official can reject the product on site.

INSPECTION: ACCEPTANCE, REJECTION AND RETURN (Continued):

The Prime Vendor is required to accept returns under the following conditions:

1. Products shipped in error
2. Products damaged in shipment
3. Products with concealed or latent damage
4. Products that are recalled
5. Products that do not meet shelf life requirements
6. Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule and subsequent customer catalog
7. Products delivered in unsanitary delivery vehicles
8. Products delivered that fail to meet the minimum / maximum specified temperature
Quantity excess as a result of order input error and/or Purchase Ratio Factor error.
Conditions not specified above that cause product to be unacceptable to customer through no fault of customer.

Any product delivered in error by the distributor must be picked up on the next delivery day after notification by the ordering facility.

TRAINING EXERCISES:

When units deploy outside their zone for training exercises, the unit will receive deliveries from either Reinhart FoodServices or the Prime Vendor of the location of the exercise site. Determination will be made on a case-by-case basis depending on delivery availability and cost (additional delivery charges/fees for out-of-area deliveries are not authorized).

ADDITIONAL CUSTOMERS:

Additional Department of Defense and Non-Department of Defense customers located in the same distribution area as the successful contractor and requiring the same or similar products and services can be incorporated into existing contract. A bilateral agreement resulting in contract modification is required to add customers and state an agreed upon implementation plan.

EMERGENCY DELIVERIES:

Prime Vendor is required to provide a minimum of two emergency deliveries per month, per customer, at no additional charge. Emergency deliveries are required to be delivered on same day as order placement, within realistic timeframes. Requests for same day emergency delivery are to be provided to Reinhart FoodService prior to 11 AM to guarantee same day delivery. Requests placed after that time are not guaranteed same day delivery.

Surge, Mobilization, substitutions for customer requested items and replacement of rejected items are examples of delivery situations that would **not** be considered as part of the two monthly emergency deliveries.

If the Prime Vendor "shorts" the customer necessary product or items, or the customer has to reject the necessary products or items delivered by the Prime Vendor it is the Prime Vendor's responsibility to provide the customer necessary product within the time frame requested by the customer.

NOTIFICATION OF NOT IN STOCK ITEMS:

A Reinhart FoodService representative is required to notify the customer as soon as possible after customer has submitted order that an item is not available and to assist the customer in identifying the best available item substitute. The customer makes the determination of acceptability for any substitutions.

A substitute item must be of equal or higher technical quality and equal or lower in price.

CONTRACT ADMINISTRATION DATA:

Administration of the Small Business and Small Disadvantaged Business Subcontracting Plan is assigned to:

Defense Contract Management Agency
Defense Contract Management Agency Chicago
O'Hare International Airport
P.O. Box 65911
Chicago, Illinois 60666-0911

All other Contract Administration is performed by
Defense Logistics Agency
Defense Supply Center Philadelphia
700 Robbins Ave
Philadelphia, PA 19111

Reinhart FoodService will provide a complete list of personnel involved in contract administration. The list is to include the names, phone numbers and e-mail addresses and responsibilities of individuals to be involved in daily contract administration.

General Manager
I.S. Director
DSCP Account Representative, Nebraska
Customer Service/EDI (two representatives)
NAPA Administration
Warehouse Forman
Transportation Director Director
Credit Manager
Sales Representative

VISITS TO CUSTOMER LOCATION:

Reinhart Sales Representative will visit each customer twice a week.

CUSTOMER SERVICE APPROACH:

Issues are handled the same day received, if that is not possible the customer will be contacted.

ADDITIONAL SERVICES PROVIDED BY Reinhart FoodService:

Advertised flyer allowance values, typically bi-weekly
Video library
Nutritional information
Serv/Safe Sanitation Food Safety Seminar (material costs associated)
Product training seminars

MONTHLY MANAGEMENT REPORTS:

Monthly Management Reports can be submitted by the fifth of each month.

MISCELLANEOUS INFORMATION:

No charge for breaking cases on standard commercially accepted break case items.

DISTRIBUTION CATEGORIES AND FEES:

Distribution fees are based on three deliveries per week

Distribution fees are:

Includes all items except the following:

Meat (Frozen and Chill)

Fish Products and Seafood/Shellfish

Equipment/Furnishings that are based on quotes

OPTION YEAR PRICING:

Reinhart FoodService has Distribution Fee increases for each of the four one-year options:

Option Year One, increase of _____

Option Year Two, increase of _____

Option Year Three, increase of _____

Option Year Four, increase of _____