

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30			1. REQUISITION NUMBER 1000046825	PAGE 1 OF 4
2. CONTRACT NO. SPE300-16-D-V220	3. AWARD/EFFECTIVE DATE 2016 AUG 14	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-16-X-0013	6. SOLICITATION ISSUE DATE 2016 APR 28
7. FOR SOLICITATION INFORMATION CALL:		a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5086 USA Local Admin: Brenda Madison PSI/THIC Tel: 215-737-0738 Fax: 215-737-4246 Email: BRENDAMADISON@DLA.MIL	CODE SPE300	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> 56 FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 311511 <input type="checkbox"/> 8 (A) SIZE STANDARD: 1000
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11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 10 days	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SFR BLOCK# C/Code: PAS:None	CODE SPE300
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17a. CONTRACTOR/ OFFEROR MODEL DAIRY, LLC DBA MODEL DAIRY LLC 600 GOULD ST RENO NV 89502-1466 USA TELEPHONE NO. 7757867900	CODE 85300	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA CODE SL4701
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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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 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.

<input checked="" 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	1	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT; REF. <sup>XXXXX</sup> OFFER DATED 2016-Aug-14 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) DAVID DEMARS K.A.R.	31b. NAME OF CONTRACTING OFFICER (Type or Print) KEITH O. RYLES
30c. DATE SIGNED 8-11-16	31c. DATE SIGNED 2016-08-11

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	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 NO.	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>YYMMDD</i> )	42d. TOTAL CONTAINERS	

STANDARD FORM 1449 (REV. 2/2012) BACK

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-16-D-V228	PAGE 3 OF 4 PAGES
<p style="text-align: right;">CONTINUED ON NEXT PAGE</p>		

SCHEDULE OF SUPPLIES/SERVICESMILK, OTHER DAIRY AND ICE CREAM PRODUCTSContract Term: August 14, 2016 through August 11, 2018**Group IA: Bridgeport, CA**

ITEM NO. NO.	SUPPLIES/DRTVICES	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	MILK, CHOCOLATE, LF, 1% MF LSN: 8910-01-E11-2644 PRODUCT NUMBER: 45747	588	5 GAL BIB		
2.	MILK, NONFAT, CHL LSN: 8910-01-E11-0550 PRODUCT NUMBER: 48114	28,700	HP		
3.	MILK, REDUCED, FAT, 2% MF LSN: 8910-01-E11-0546 PRODUCT NUMBER: 28885	300	HP		
4.	MILK, REDUCED FAT, 2% MF LSN: 8910-01-E11-2152 PRODUCT NUMBER: 28910	1,026	5 GAL BIB		
5.	BUTTERMILK LSN: 8910-01-E11-0573 PRODUCT NUMBER: 58358	50	QT		
6.	EGGNOG. CHL LSN: 8910-01-E11-0586 PRODUCT NUMBER: 21779	24	QT		
7.	SOUR CREAM, CHL, 18%, MF LSN: 8910-01-E11-0611 PRODUCT NUMBER: 48334	912	PT		
8.	CHEESE, COTTAGE, CREAMED L/S CURD LSN: 8910-01-E11-0618 PRODUCT NUMBER: 26090	6,192	1 LB		

MILK, OTHER DAIRY AND ICE CREAM PRODUCTS**Group IA: Bridgeport, CA**      Contract Term: August 14, 2016 through August 11, 2018

ITEM NO. NO.	SUPPLIES/DRTVICES	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
9.	CHEESE, COTTAGE, LF, CREAMED, L/S CURD LSN: 8910-01-E11-3403 PRODUCT NUMBER: 14512	802	5 LB	\$9.30	\$7,458.60
10.	CREAM, HEAVY, CHL, MIN 36% MF LSN: 8910-01-E11-0599 PRODUCT NUMBER: 57409	8	QT		
11.	HALF & HALF, 10.5%-18% MF LSN: 8910-01-E11-0592 PRODUCT NUMBER: 58320	264	QT		
12.	SOFT SERVE MIX, VANILLA LSN: 8910-01-E11-3895 PRODUCT NUMBER: 51651	1,464	HG		
13.	SOFT SERVE MIX, CHOCOLATE LSN: 8910-01-E11-4163 PRODUCT NUMBER: 53336	1,416	HG		
14.	YOGURT, REG., 6 OZ., BLENDED ASSORT FLAVOR: LSN: PRODUCT NUMBER:	5,064	6 OZ.		
	Strawberry- Bananas	8910-01-E11-1736	22957		
	Strawberry	8910-01-E11-1734	23119		
	Peach	8910-01-E11-1728	22955		
	Blueberry	8910-01-E11-1724	22956		
15.	YOGURT, NF, 6 Oz., BLENDED, ASSORT FLAVOR: LSN: PRODUCT NUMBER:	2,568	6 OZ.		
	Strawberry	8910-01-E11-7212	13403		
	Peach	8910-01-E11-6058	14579		
	Raspberry	8910-01-E11-1819	33474		
	Blueberry	8910-01-E11-1811	13404		

SCHEDULE OF SUPPLIES/SERVICESMILK, OTHER DAIRY AND ICE CREAM PRODUCTContract Term: August 14, 2016 through August 11, 2018**Group IB: Bridgeport, CA**

ITEM NO. NO.	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	ICE CREAM, SANDWICH, VANILLA, 6 OZ., 72/PG w/choc Wafer LSN: 8910-01-E22-1051 PRODUCT NUMBER: 58835	526	72/BOX		
2.	ICE CREAM VANILLA, 3 OZ., 24/BOX LSN: 8910-01-E11-5972 PRODUCT NUMBER: 43577	70	24/BOX		
3.	ICE CREAM, CHOC. 3 OZ LSN: 8910-01-E11-5973 PRODUCT NUMBER: 43580	82	24/BOX		
4.	ICE CREAM, STRAWBERRY, 3 OZ LSN: 8910-01-E11-5974 PRODUCT NUMBER: 43579	36	24/BOX		
5.	ICE CREAM, NOVELTIES, VAN, drumstick, 4.6 OZ LSN: 8910-01-E11-6108 PRODUCT NUMBER: 11808	596	24/BOX		
6.	ICE CREAM NOVELTIES, orange sherbet, 3 oz CUP LSN: 8910-01-E11-7953 PRODUCT NUMBER: 17360	44	24/box		
7.	ICE CREAM NOVELTIES, RASPBERRY, 3 OZ CUP LSN: 8910-01-E11-7954 PRODUCT NUMBER: 1736`	40	24/BOX		

## ATTACHMENT 1

### Terms of Indefinite Quantity Contract

The duration of the contract is for a term of 24 months (twenty-four month) period or \$150,000.00, whichever comes first). For all Class I fluid milk, other dairy, and Ice Cream Items., The EPA will be applied in accordance with DLAD 52.216-9032 throughout the contract. Pricing for all other items pricing will remain firm fixed. **The effective period for any contract resulting from this solicitation shall be from August 14, 2016 through August 11, 2018.**

ESTIMATED DOLLAR VALUE OF AWARD FOR GROUP IA and Group 1B: \$109,043.68  
MAXIMUM DOLLAR VALUE: \$150,000.00 OR WHICH EVER COMES FIRST.

This contract incorporates by reference all of the terms and conditions found in the following documents: SPE300-16-X-0013, solicitation dated April 28, 2016 and the awardee's offer(s) dated May 12, 2016.

### Points of Contact

**POINT(S) OF CONTACT FOR ORDERING: Cheri Stinger**

**PHONE NUMBER: 775-788-7400**

**EMAIL: md\_orderentry@deanfoods.com**

**POINT(S) OF CONTACT FOR INVOICING & PAYMENT: Neila Collins**

**PHONE NUMBER: 774-788-7900**

**EMAIL: neila\_collins@deanfoods.com**

### Product Quality

Acceptance of supplies awarded under this solicitation will be limited to fresh product. All products delivered under this contract must conform to the following **freshness requirements**. Fluid dairy products and other dairy products shall have sufficient remaining shelf life commensurate with good commercial practice. Each container, carton, etc. shall have visible, legible, and understandable "sell-by-date" or equivalent.

1. Milk, Whipping Cream (fresh), Cream (fresh) and Half-and-Half (fresh), Ice Milk Mix, Fresh (soft serve), Milk Shake Mix, Fresh (direct draw), Buttermilk and Eggnog must be delivered with a minimum 10 days shelf life remaining.
2. Whipping Cream (ultra-pasteurized), Half-and-Half (ultra-pasteurized), and Cream (ultra- pasteurized) must be delivered with a minimum 14 days shelf life remaining.
3. Cottage Cheese, cultured and acidified, normal and extended shelf life must be delivered with a minimum 14 days shelf life remaining.
4. Sour Cream must be delivered with a minimum 21 days shelf life remaining.
5. Yogurt must be delivered with a minimum of 18 days shelf life remaining.
6. Ice Cream must be delivered with a minimum 120 days shelf life remaining.

Commercial standards should be used to maintain temperatures appropriate for the individual items.

**VIEW MONTHLY ECONOMIC PRICE ADJUSTMENT INFORMATION TO ADJUST YOUR FLUID MILK ITEM PRICING. PLEASE VISIT THE DLA TROOP WEBSITE AT:  
<http://.troopsupport.dla.mil/subs/pv/mrepa/milkepa.asp>**

**ATTACHMENT 1****Deliveries and Performance****I. ITEM AVAILABILITY**

All items must be available in sufficient quantities to fill the customers' requirements. All deliveries must be made in within 48 hours after order placement or lead times stated in contract unless otherwise authorized by the customer.

**II. DELIVERY INSTRUCTIONS**

- A. Deliveries shall be made FOB Destination to each ordering activity and shall be free of damage, with all packing and packaging intact.
- B. Deliveries shall be made when and as requested by the Ordering Officer(s) of the activity concerned, and shall be accompanied by the delivery ticket of the dealer in triplicate, showing the exact quantities delivered. Deliveries shall be made by the contractor any day except Holidays, between the hours and location specified by the ordering officer (see Delivery Points /Schedule).
- C. Deliveries are required as indicated and between the hours listed on the delivery under Times/Frequency. Occasionally, delivery times may need to be readjusted by the ordering activity.
- D. The customer will be responsible to notify the contractor of any changes in location or departure date.
- E. The contractor warrants that they will provide a person and telephone number where orders and changes can be received between 9:00 am and 4:00 pm, Monday through Saturday.

**III. DELIVERY VEHICLE REQUIREMENTS**

- A. Supplies transported in vehicles that are not sanitary, or that have not maintained the proper temperatures, may be rejected at destination without further inspection.
- B. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

**IV. SUBSTITUTIONS**

- A. If an item is not available, vendor is NOT to substitute an item without having a separate purchase order for the additional item. Customer MUST zero-out unavailable item(s) in STORES. Customer will be directly responsible for payment of any items not appearing on a STORES purchase order.
- B. The customer must authorize any substitution to their order prior to delivery. Substitutions must be of the same or higher quality and at the same or lower price. Payment of items will be based on the price in the vendor's electronic catalog. Therefore, firms that submit an invoice reflecting a higher price for substituted items will not be paid the full amount and will only be reimbursed for the unit price shown in the catalog.
- C. If the price of the substituted item is lower than the price of the item originally ordered, then the vendor shall invoice at the lower price and not the catalog price.

**V. HOLIDAYS**

- A. All orders are to be delivered on the specified delivery date, except for Federal holidays as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next scheduled business day, unless otherwise agreed to by the customer.

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

NOTE: Saturday holidays are celebrated on the preceding Friday; Sunday holidays are celebrated on the following Monday.

#### VI. EMERGENCY ORDERS

- A. In order to adequately support emergency order, the vendor must have the ability to provide "same day service" to a customer that is experiencing an emergency situation.
- B. The vendor shall provide, at maximum, two (2) emergency orders per month, per individual ordering activity or individual ship or vessel, at no additional cost to the Government.
- C. The vendor is responsible for furnishing the name of the designated point of contact responsible for handling emergency orders, and his/her phone number and/or pager number, to the customers.

#### VII. AUTHORIZED RETURNS

- A. The contractor shall 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;
  7. Products delivered in unsanitary vehicles;
  8. Quantity excess as a result of order input error and/or Purchase Ratio Factor error.
- B. Any other conditions not specified above that are deemed to be valid reasons for return by the customer.

#### VIII. SHORT SHIPMENTS/SHIPPING ERRORS

- A. All short shipments must be annotated by the receiving official on the delivery ticket/invoices accompanying the shipment.
- B. Any product delivered in error must be picked up by the vendor on the same day or by the next delivery day after notification by the ordering activity.

#### IX. DELIVERY

- A. A delivery ticket will accompany each delivery citing order number, unit price, itemized, extended and totaled.
- B. It is mandatory that the Delivery Ticket include the contract number, call number, lead CLIN number, purchase order number, government unit of issue. Total quantity shall be based on Government unit of issue.
- C. Prices cited on delivery tickets for STORES orders will be the prices at the time of order and not the prices at time of delivery.
- D. All deliveries exclude national legal holidays unless otherwise indicated by ordering activity.

- E. Items will be off-loaded from the contractor(s) vehicle(s) and contractor personnel will place items delivered inside the dining halls, etc. Deliveries to ships shall be brought to the brow of the vessel, when applicable.

### **Rapid Gate Requirement and/or Other Security Programs**

Many bases currently require enrollment in RapidGate and/or other security programs and will not allow entry without RapidGate clearance. During the contract implementation period, the Contractor must contact all customer locations to determine whether enrollment in RapidGate or another security program is required for access to each location. If RapidGate or other security enrollment is required, the contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have RapidGate clearance may result in a vendor being turned away from the base and being unable to complete delivery. The contractor is responsible for the additional cost for RapidGate enrollment and must ensure that a RapidGate enrolled driver is available for all deliveries. We currently estimate that RapidGate enrollment will cost about \$250 per company and \$200 per enrolled employee for 1 year of access to multiple locations, but the cost of RapidGate or other security enrollment may vary, so the contractor should contact RapidGate to determine its own costs. If more than one driver is required, RapidGate enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment in RapidGate is encountered during the implementation period, the contractor MUST contact RapidGate and/or the Security Officer at the applicable customer locations to resolve any issues with processing RapidGate enrollment so that the contractor will be able to deliver as required. For additional information regarding RapidGate, including enrollment instructions, please visit their website at <http://www.rapidgate.com>.

**Schedule of Delivery Points:****Group 1: Bridgeport, California**

<b>LOCATION:</b>	<b>TIMES/FREQUENCY/LIMITATION</b>	
<b>DODAAC: NTC254 MOUNTAIN WARFARE TRAINING CENTER</b>	<b>6:00AM TO 2:00 PM</b>	<b>MON. WED FRI</b>

**MCMWTC MESS HALL  
HWY 106 BLDG #3006  
BRIDGEPORT, CA 93517  
POC: JACK POMERY  
PHONE NUMBER: 775-788-7900  
FAX: 775-788-7900  
JACKIE.POMEROY@SODEXOM.COM  
TONY.DEJESUS@SODEXO.COM**

**BRIDGEPORT ORDER FRIDAY FOR TUESDAY DELIVERY.**

**THE DELIVERY PREFERENCE IS FOR 48 HOUR (SKIP DAY) DELIVERY. DELIVERY IS REQUIRED 48 HOURS AFTER ORDER IS PLACED. PLEASE PLACE YOUR 48 HOURS LEAD-TIME BY 10:00 AM. ORDER MAY BE PLACED A LONGER LEAD-TIME HOWEVER, THE MINIMUM LEAD-TIME IS 48 HOURS.**

