

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>			1. REQUISITION NUMBER 1000045626	PAGE 1 OF 4	
2. CONTRACT NO. SPE300-16-D-V232	3. AWARD/EFFECTIVE DATE 2016 AUG 14	4. ORDER NUMBER	6. 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 19111-5098, USA		CODE: SPE300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311511 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: 1000		
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	
16. DELIVER TO  SEE SCHEDULE	CODE	16. ADMINISTERED BY  SEE BLOCK 9 Category: PAS: None	CODE: SPE300	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR  MODEL DAIRY, LLC DBA MODEL DAIRY LLC 600 GOULD ST RENO NV 89502-1466 USA  TELEPHONE NO. 7757887900	CODE: 89308	FACILITY CODE	18a. PAYMENT WILL BE MADE BY  DEF FIN AND ACCOUNTING SVC RSM P O BOX 182317 COLUMBUS OH 43218-2317 USA	CODE: SL4701	
<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
	See Schedule				
25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<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			<input checked="" type="checkbox"/> 28. AWARD OF CONTRACT: REF. <sup>XXXX</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:		
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.		30c. DATE SIGNED 8-11-16	31b. NAME OF CONTRACTING OFFICER (Type or Print) KEITH O. RYALES		31c. DATE SIGNED 2016-08-11

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)  
Prescribed by GSA - FAR (48 CFR) 53.212

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. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL     FINAL

COMPLETE     PARTIAL     FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I 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

STANDARD FORM 1449 (REV. 2/2012) BACK

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 NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

STANDARD FORM 1449 (REV. 2/2012) BACK

SCHEDULE OF SUPPLIES/SERVICESMILK, AND DAIRY PRODUCTSContract Term: August 14, 2016 through August 11, 2018**Group 2: RENO, NEVADA**

ITEM NO. NO.	SUPPLIES/DRTVICES	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	MILK, REDUCED FAT, 2%, MF LSN: 8910-01-E11-0546 PRODUCT NUMBER: 28885	78	HP		
2.	MILK, REDUCED FAT, 2% MF LSN: 8910-01-E112152 PRODUCT NUMBER: 28910	300	5 GAL BIB		
3.	CHEESE, COTTAGE, LF, CREAMED L/S CURD. LSN: 8910-01-E11-3403 PRODUCT NUMBER: 14512	128	5 LB		
4.	CREAM, HEAVY, MIN 36% MF LSN: 8910-01-E11-0599 PRODUCT NUMBER: 57409	32	QT		
5.	HALF & HALF 10.5% -18% MF LSN: 8910-01-E11-0592 PRODUCT NUMBER: 58320	32	QT		

GROUP 2: TOTAL AMOUNT FOR 24- MONTH PERIOD: \$4,871.64

**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 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 2: \$4,871.64  
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](mailto:md_orderentry@deanfoods.com)

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

PHONE NUMBER: 774-788-7900

EMAIL: [neila\\_collins@deanfoods.com](mailto: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>

### **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  
 Martin Luther King's Birthday  
 President's Day  
 Memorial Day  
 Independence Day

Labor Day  
 Columbus Day  
 Veteran's Day  
 Thanksgiving 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 2: RENO AIR NATIONAL GUARD, RENO, NEVADA.**

LOCATION:	TIMES/FREQUENCY/LIMITATION	
DODAAC: N60495		
NATIONAL GUARD DRILLS	7:00AM TO 2:30 PM	A required (for Monthly Drills)
152 FSS/FSV		
RENO NEVADA AIR NATIONAL GUARD		
1776 NATIONAL GUARD WAY		
RENO, NEVADA 89502		
POC: SRA NORMAN WHITNEY		
PHONE: 775-788-9320		
EMAIL: <u>NORMAN.WHITNEY@ANG.AF.MIL</u>		

\*\*\* Please note that Air National Guard customers typically place orders up to 30 days before their scheduled RDD. Please make arrangements to remind your firm's ordering and shipping departments of the shipping date of these orders or missed deliveries will count against your performance record. Also, the pricing for these orders is according to the day they are placed, not the day they are delivered, in the case a monthly Economic Price Adjustment occurs between the order receipt date and the RDD.

\*\*\* Coast Guard ships dry docked at the USCG Yard will contract DLA Troop Support prior to departing the dock with specific delivery dates and times. DLA Troop Support will relay these delivery notifications to the vendor so they can be aware of any incoming STORES orders. Please make arrangements to remind your firm's ordering and shipping departments of the shipping date of these orders or missed deliveries will count against your performance record. Also. The pricing for these orders is according to the day they are placed, not the day they are delivered, in the case a monthly Economic Price Adjustment occurs between the order receipt date and the RDD.

Except for deliveries made to ships, vendors are required to shelf stock in accordance with standard commercial practice unless otherwise directed by the customer.

Contractor's delivery vehicles shall stop and report to the veterinary inspection point as designated for inspection of products before proceeding to any other designated delivery points.

NOTE: 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.

**Financial Improvement Audit Readiness (FIAR) Policy**

FIAR Policy requires all vendors to ensure each customer sign, date, and circle quantity received for each receipt/invoice for every shipment made. Customer signatures, acquired by the vendor, from on board CS, DSO, or duty section AOR, must be clearly legible. Only personnel designated in writing by the Ships Supply Officer may sign for / receive food products.

For all receipts/invoices – Manual signatures must be provided by each customer – this is mandatory. Electronic signature(s) for each receipt/invoice (via handheld gadget or otherwise) is not authorized and will not be processed for payment to the vendor. Vendor shall ensure that customer receives an official hard copy document of each completed receipt/invoice.

There is a possibility that vendors will need to allow for more time in between deliveries to allow receipt/invoices be in FIAR compliancy.

<i>MODEL Dairy LLC</i>	<i>David Demas</i>	<i>Karl Demas 8-11-16</i>
Company Representative Name	Signature & Date	