

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 1000206321		<b>PAGE 1 OF 7</b>	
2. CONTRACT NO. SPE300-26-D-V005		3. AWARD/EFFECTIVE DATE 2025 DEC 10		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE300-25-R-0060	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)	
						8. OFFER DUE DATE/ LOCAL TIME 2025 SEP 26	
9. ISSUED BY  DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: James Barr PSPTPBQ Tel: 215-737-7975 Fax: 215-737-4246 Email: JAMES.BARR@DLA.MIL				CODE SPE300			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE				12. DISCOUNT TERMS  Net 10 days		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: _____ % 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: 1,150	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO  SEE SCHEDULE				CODE			
17a. CONTRACTOR/ OFFEROR  MARYLAND AND VIRGINIA MILK PRODUCERS COOPERATIVE ASSOCIATION, INCORPORATED 5500 CHESTNUT AVE NEWPORT NEWS VA 23605-2118 USA  TELEPHONE NO. 7574489797				16. ADMINISTERED BY  SEE BLOCK 9 Criticality: PAS : None			
17a. CONTRACTOR/ OFFEROR  MARYLAND AND VIRGINIA MILK PRODUCERS COOPERATIVE ASSOCIATION, INCORPORATED 5500 CHESTNUT AVE NEWPORT NEWS VA 23605-2118 USA  TELEPHONE NO. 7574489797				18a. PAYMENT WILL BE MADE BY  DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA			
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			
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) \$953,374.50	
<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 checked="" 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"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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"/> 29. AWARD OF CONTRACT: REF. SPE300-25-R-0060 OFFER DATED 2025-Oct-28. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH , HEREIN IS ACCEPTED AS TO ITEMS: ALL TERMS AND CONDITIONS	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  <i>James Barr</i>			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)  James Barr JAMES.BARR@DLA.MIL		31c. DATE SIGNED  2025 DEC 10	

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 1000206321		<b>PAGE 1 OF 7</b>	
2. CONTRACT NO. SPE300-26-D-V005		3. AWARD/EFFECTIVE DATE 2025 DEC 10		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE300-25-R-0060	
6. SOLICITATION ISSUE DATE 2025 SEP 26		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 19111-5096 USA Local Admin: James Barr PSPTPBQ Tel: 215-737-7975 Fax: 215-737-4246 Email: JAMES.BARR@DLA.MIL		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: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) NAICS: 311511 SIZE STANDARD: 1,150			
11. DELIVERY FOR FOB 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 type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS : None		17. RATING	
17a. CONTRACTOR/ OFFEROR MARYLAND AND VIRGINIA MILK PRODUCERS COOPERATIVE ASSOCIATION, INCORPORATED 5500 CHESTNUT AVE NEWPORT NEWS VA 23605-2118 USA TELEPHONE NO. 7574489797		18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA		19. CONTRACT CODE 0NFB4		20. FACILITY CODE	
21. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		22. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM		23. CODE SPE300		24. CODE SL4701	
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$953,374.50		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.		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
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: REF. SPE300-25-R-0060 OFFER DATED 2025-Oct-28, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS: ALL TERMS AND CONDITIONS		30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or Print) MARK A COX DIRECTOR OF FINANCE		30c. DATE SIGNED 12/10/25		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED 2025 DEC 10	

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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> 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 ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT ( <i>Location</i> )	
41c. DATE		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-26-D-V005	PAGE 3 OF 7 PAGES
<p><b>Part 12 Clauses</b></p> <p><b>52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR</b></p> <p><b>252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023) DFARS</b></p> <p><b>252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2024-O0013) (MAY 2024) DFARS</b></p> <p>(a) <i>Definitions.</i> As used in this clause</p> <p><i>Adequate security</i> means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.</p> <p><i>Compromise</i> means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.</p> <p><i>Contractor attributional/proprietary information</i> means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.</p> <p><i>Controlled technical information</i> means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.</p> <p><i>Covered contractor information system</i> means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.</p> <p><i>Covered defense information</i> means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI)</p> <p>Registry at <a href="http://www.archives.gov/cui/registry/category-list.html">http://www.archives.gov/cui/registry/category-list.html</a>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is --</p> <p>(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or</p> <p>(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.</p> <p><i>Cyber incident</i> means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.</p> <p><i>Forensic analysis</i> means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.</p> <p><i>Information system</i> means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.</p> <p><i>Malicious software</i> means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.</p> <p><i>Media</i> means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.</p> <p><i>Operationally critical support</i> means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.</p> <p><i>Rapidly report</i> means within 72 hours of discovery of any cyber incident.</p>		
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## Part 12 Clauses (CONTINUED)

*Technical information* means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data --Other Than Commercial Products and Commercial Services, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.  
(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations", Revision 2 (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>).

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall --

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

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## Part 12 Clauses (CONTINUED)

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD --

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph

(i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall --

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to --

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-26-D-V005	PAGE 6 OF 7 PAGES
<p><b>Part 12 Clauses (CONTINUED)</b></p> <p>(End of clause)</p> <p><b>252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (JAN 2023) DFARS</b></p> <p><b>52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) FAR</b></p> <p><b>52.223-23 SUSTAINABLE PRODUCTS AND SERVICES (DEVIATION 2025-O0004) (MAR 2025) FAR</b></p> <p>As prescribed in 23.109(a), insert the following clause:</p> <p>(a) <i>Definitions.</i> As used in this clause --</p> <p><i>Biobased product</i> means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 3201.2).</p> <p><i>Recovered material</i> means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (42 U.S.C. 6903).</p> <p><i>Sustainable products and services</i> means:</p> <p>(1) Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (<a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products</a>).</p> <p>(2) Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (<a href="https://www.energy.gov/eere/femp/search-energy-efficient-products">https://www.energy.gov/eere/femp/search-energy-efficient-products</a> and <a href="https://www.energystar.gov/products?s=mega">https://www.energystar.gov/products?s=mega</a>).</p> <p>(3) Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR part 3201) (<a href="https://www.biopreferred.gov">https://www.biopreferred.gov</a>).</p> <p>(4) Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 76711) (40 CFR part 82, subpart G) (<a href="https://www.epa.gov/snap">https://www.epa.gov/snap</a>).</p> <p>(b) <i>Requirements.</i></p> <p>(1) The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract.</p> <p>(2) The Contractor shall ensure that the sustainable products and services required by this contract are --</p> <p>(i) Delivered to the Government;</p> <p>(ii) Furnished for use by the Government;</p> <p>(iii) Incorporated into the construction of a public building or public work; and</p> <p>(iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.</p> <p>(3) [Reserved]</p> <p>(c) <i>Resource.</i> The Green Procurement Compilation (GPC) available at <a href="https://sftool.gov/greenprocurement">https://sftool.gov/greenprocurement</a> provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which statutory purchasing programs apply to a specific product or service.</p> <p>(End of clause)</p> <p><b>52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024) FAR</b></p> <p><b>52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR</b></p> <p><b>252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS</b></p> <p><b>52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR</b></p> <p>Standard Element ZB_240_7999 has no Title</p>		
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## **SCHEDULE OF SUPPLIES/SERVICES**

### **Group 2 – Land-Based Customers in Norfolk, Virginia**

#### **Fluid Milk Items- Firm-Fixed Price Indefinite Quantity Contract with Economic Price Adjustment applied to Class I Fluid Milk and Firm-Fixed Price with 2 Pricing tiers for all other Dairy Items**

#### **Period of Performance: December 28, 2025 – December 30, 2028**

Note: Prices on this award document reflect October 2025 pricing. The subsequent monthly EPA price adjustments will be applied accordingly to this “base price”. The STORES catalog will be updated to reflect EPA price adjustments for all months going forward from October 2025.

<u>CLINs#</u>	<u>ITEM DESCRIPTION</u>	<u>CONTAINER SIZE</u>	<u>EST. USAGE (36) MONTHS FLUID MILK</u>	<u>UNIT</u>	<u>SPECIFY PRODUCT CODE</u>	<u>FLUID MILK PRICE - (Fixed w/ EPA)</u>
1	EGGNOG, CHL, 1 QT CO	1 Quart	930	CO	170	
2	MILK, CHOC, NONFAT, CHL, 5 GAL BIB, PLASTIC CRATE	5 Gallon BIB	1,470	CO	6132	
3	MILK, LOW FAT, 1%, CHL, 5 GAL CORRUGATED BIB	5 Gallon BIB	2,889	CO	3138	
4	MILK, LOW FAT, CHL, 1% MILK FAT, 1/2 PT CO	1/2 Pint	188,325	CO	100	
5	MILK, LOW FAT, CHL, 1% MILK FAT, 5 GAL BIB, PLASTIC CRATE	5 Gallon BIB	1,047	CO	3101	
6	MILK, NONFAT, CHL, 1/2 PT CO	1/2 Pint	75,300	CO	130	
7	MILK, NONFAT, CHOC, CHL, 1/2 PT CO	1/2 Pint	73,806	CO	4173	
8	MILK, WHOLE, CHL, 1/2 PT CO	1/2 Pint	71,100	CO	108	

### **Other Dairy Items**

#### **Tier 1: December 28, 2025 – June 26, 2027**

<u>CLINs#</u>	<u>ITEM DESCRIPTION</u>	<u>CONTAINER SIZE</u>	<u>EST. USAGE (18) MONTHS OTHER DAIRY TIER - 1</u>	<u>UNIT</u>	<u>SPECIFY PRODUCT CODE</u>	<u>OTHER DAIRY Tier-1 Price</u>
9	CHEESE, COTTAGE, LOW FAT, CHL, CREAMED, LARGE OR SMALL CURD, 5 LB CO	5 LB	291	CO	4554	
10	SOUR CREAM, CHL, CULTURED OR ACIDIFIED, 18% MILK FAT, 5 LB CO	5 LB	720	CO	4555	
11	YOGURT, ASSORTED, LOW FAT, CHL, BLENDED, 6 OZ CO	6 Ounce	6305	CO	SEEBELOW	

<u>YOGURT, ASSORTED, LOW FAT, CHL, BLENDED, 6 OZ CO</u>	<u>Product Code</u>
Blueberry Yogurt 6 oz	3580
Strawberry Yogurt 6 oz	3581
Straw/Banana Yogurt 6 oz	3585
Raspberry Yogurt 6 oz	3582



**Other Dairy Items****Tier 2: June 27, 2027 – December 30, 2028**

<u>CLINs#</u>	<u>ITEM DESCRIPTION</u>	<u>CONTAINER SIZE</u>	<u>EST. USAGE (18 MONTHS OTHER DAIRY TIER - 2)</u>	<u>UNIT</u>	<u>SPECIFY PRODUCT CODE</u>	<u>OTHER DAIRY Tier-2 Price</u>
9	CHEESE, COTTAGE, LOW FAT, CHL, CREAMED, LARGE OR SMALL CURD, 5 LB CO	5 LB	291	CO	4554	
10	SOUR CREAM, CHL, CULTURED OR ACIDIFIED, 18% MILK FAT, 5 LB CO	5 LB	720	CO	4555	
11	YOGURT, ASSORTED, LOW FAT, CHL, BLENDED, 6 OZ CO	6 Ounce	6305	CO	SEEBELOW	

<u>Specify YOGURT, CHL, BLENDED, 6 OZ CO Flavors Available</u>	<u>Product Code</u>
Blueberry Low Fat Yogurt 6 oz	3580
Strawberry Low Fat Yogurt 6 oz	3581
Raspberry Low Fat Yogurt 6 oz	3582
Strawberry/Banana Low Fat Yogurt 6 oz	3585

**Virginia Milk and Other Dairy Products Solicitation SPE300-25-R-0060**

	<u>18 Month Estimate (1<sup>st</sup> tier)</u>	<u>3 Year Estimate (Total Including both Tiers)</u>	<u>10% Guaranteed Minimum (12 months)</u>	<u>300% maximum (3 years)</u>
Group 2 Land-Based Customers in Norfolk, Virginia	\$158,895.75	\$317,791.50	\$10,593.05	\$953,374.50
Total	\$158,895.75	\$317,791.50	\$10,593.05	\$953,374.50

**Group 2 – Land-Based Customers in Norfolk, Virginia**

Maryland & Virginia Milk Producers Cooperative Association will receive orders through EDI.

Point of Contact for **ORDERING/DELIVERY ISSUES**: Melissa Futrell and Susan Gricks

Email: Melissa Futrell - [mfutrell@mdvamilk.com](mailto:mfutrell@mdvamilk.com) Susan Gricks – [sgricks@mdvamilk.com](mailto:sgricks@mdvamilk.com)

Phone: Melissa Futrell 757-528-4456 Susan Gricks 757-615-5068

Point of Contact for **INVOICING & PAYMENT**: Leanilda (Lea) Andreucetti

Email: [lmandreucetti@mdvamilk.com](mailto:lmandreucetti@mdvamilk.com)

Phone: 757-528-4426

Point of Contact for **ITEM RECALLS**: Rick Meier

E-mail: [rmeier@mdvamilk.com](mailto:rmeier@mdvamilk.com)

Phone: 757-528-4434

There is a 2-day (48 hour) order lead time for all items on this contract.

The delivery preference is for a 48-hour (skip day) delivery. Delivery is required 48 hours after order is placed. Orders may be placed with a longer lead-time; however, the minimum lead-time is “skip day”.

**Saturdays and Sundays are the non-delivery days.**

**The following documents are hereby incorporated by reference into this contract: the terms and conditions of Solicitation SPE300-25-R-0060, and your offer, which is being accepted by the Government to form this contract.**

**There is a \$25.00 minimum order requirement for all orders placed under this contract. The vendor is not obligated to make deliveries that are under \$25.00.**

**NOTE: Vendor is required to pick up milk crates at the time of the next delivery.**

**BULK MILK CONTAINERS:**

THE BULK MILK/JUICE 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.

**Schedule of Deliveries – See Delivery Schedule Attachment**

Part 12 Clauses (CONTINUED)

- 52.247-34 F.O.B. DESTINATION (JAN 1991) FAR
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR
- 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) DFARS
- 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) FAR
- 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION (DEC 2023) FAR

Attachments

List of Attachments

Description	File Name
ATTACH_Delivery_Schedule	Attachment Delivery Schedule D-V005.pdf
ATTACH_Attachment_Item_listing	Group 2 Norfolk Land D-V005 Item listing.pdf
ATTACH_Solicitation	Solicitation SPE300-25-R-0060.pdf
ATTACH_vendor_signed_award	Vendor signed award DV005.pdf

PID Data - Custom Clause

Header
C1