

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000221193	PAGE 1 OF 7		
2. CONTRACT NO. SPE300-26-D-V008	3. AWARD/EFFECTIVE DATE 2026 JUN 05	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-26-R-0024	6. SOLICITATION ISSUE DATE 2026 MAR 27			
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: Marcus Berenato DMB0273 Tel: DSN(445) 737-8167 Fax: 000-000-0000 Email: Marcus.Berenato@dla.mil		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: 311812 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30 days		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING			
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS : None				
17a. CONTRACTOR/ OFFEROR DAIRY MAID DAIRY, LLC DBA DAIRY MAID DAIRY INC 259 E 7TH ST FREDERICK MD 21701-5227 USA TELEPHONE NO. 3022185003	CODE 735C2	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA				
<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) \$2,760,699.15			
<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 checked="" type="checkbox"/> 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.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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. <u>SPE30026R0024</u> OFFER DATED <u>2026-Jun-05</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS: SEE SCHEDULE OF ITEMS			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Dwayne McMahan</i>			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or Print) Dwayne McMahan Sales Manager		30c. DATE SIGNED 06/05/2026	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED 2026 JUN 04		

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

Form**I. SOLICITATION/CONTRACT FORM**

The terms and conditions set forth in solicitation SPE300-26-R-0024 are incorporated into subject contract.

The following documents are incorporated by reference into the subject contract: final offer for Groups 1, 2, and 3 which are being accepted by the Government to form this contract, Solicitation SPE300-26-R-0024 dated March 27, 2026.

II. PERFORMANCE PERIOD:**A. Effective Period of the Contract:**

June 14, 2026 through June 14, 2031

Tier 1: June 14, 2026 through June 10, 2028

Tier 2: June 11, 2028 through December 8, 2029

Tier 3: December 9, 2029 through June 14, 2031

Ordering commences on June 14, 2026 with first deliveries beginning June 16, 2026 for Troop customers.

B. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

The guaranteed minimum for Group 1 is \$3,393.06. The maximum ceiling on Group 1 is \$508,958.85. The guaranteed minimum for Group 2 is \$8,334.91. The maximum ceiling on Group 2 is \$1,250,236.80. The guaranteed minimum for Group 3 is \$6,676.69. The maximum ceiling on Group 3 is \$1,001,503.50.

The guaranteed minimum for three (3) Group 1, Group 2 and Group 3 is \$18,404.66. The maximum ceiling on three (3) Group 1, Group 2 and Group 3 is \$2,760,699.15.

VA, MD, DE, DC Troops	12 Month Estimate	24 Month Estimate Tier 1	5 Year Estimate	10% Guaranteed Minimum	300% Maximum
Group 1: Andrews AFB, MD/Dover AFB, DE	\$ 33,930.59	\$ 67,861.18	\$ 169,652.95	\$ 3,393.06	\$ 508,958.85
Group 2: Fort Meade, MD, Fort Myer, VA	\$ 83,349.12	\$ 166,698.24	\$ 416,745.60	\$ 8,334.91	\$ 1,250,236.80
Group 3: VA, MD, DC Hospitals	\$ 66,766.90	\$ 133,533.80	\$ 333,834.50	\$ 6,676.69	\$ 1,001,503.50
Total	\$ 184,046.61	\$ 368,093.22	\$ 920,233.05	\$ 18,404.66	\$ 2,760,699.15

Note: Prices on this award document reflect June 2026 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 June 2026."

III. ORDERING CATALOGS

The following are part of Dairy Maid Dairy's offer and are hereby incorporated as part of subject contract:

SUPPLIES OF SERVICES AND PRICES

CONTINUED ON NEXT PAGE

Form (CONTINUED)

ITEMS: Milk and Dairy Items listed in Attachment 1 of this document.

CUSTOMERS: DoD Troop Customers in the following zones listed in Attachment 3 of this document: Virginia, Maryland, Delaware, and Washington D.C. Zones to include Andrews AFB, MD / Dover AFB DE, Fort Meade, MD, Fort Myer, VA, and VA, MD, DC Hospitals).

FOB TERMS: FOB Destination for all items.

CATALOG #: DoD Troop customers in Group 1: Andrews AFB, MD/Dover AFB, DE will order under SPE300-26-D-V008. DoD Troop customers in Group 2: Fort Meade, MD, Fort Myer, VA will order under SPE300-26-D-VA02. DoD Troop customers in Group 3: VA, MD, DC Hospitals will order under SPE300-26-D-VA03. Dairy Maid Dairy will invoice in accordance with the customer's orders.

Dairy Maid Dairy will not invoke any additional charges for emergency orders (defined as an order that is placed for same day delivery).

DELIVERIES AND PERFORMANCE

The following are the designated plant locations for the performance of this contract for all contract line items:

Place of Performance:**Dairy Maid Dairy**

259 E. 7th Street
Frederick, MD, 19808

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 (ultrapasteurized) 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.

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Form (CONTINUED)

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.

Form (CONTINUED)**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
Juneteenth 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

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Form (CONTINUED)

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.

Part 12 Clauses

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting DEVIATION 2026-O0025 (FEB 2026) DFARS

52.233-3 Protest After Award (DEVIATION 2026-O0038) (FEB 2026) FAR

252.244-7999 Subcontracts for Commercial Products or Commercial Services. DEVIATION 2026-O0015 (FEB 2026) DFARS

Notice Regarding Clauses and the Revolutionary FAR Overhaul (RFO) Offerors are advised that this contract (SPE30026DV008) document contains certain FAR or DFARS clauses that have been rendered obsolete, removed, or superseded as a result of the recent Revolutionary FAR Overhaul (RFO) and its associated class deviations.

UPDATED-

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information DEVIATION 2026-O0025 (FEB 2026)

252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services DEVIATION 2026-O0025 (FEB 2026)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023) DFARS

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (JAN 2023) DFARS

252.215-7014 EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES INDIRECT OFFSETS (DEC 2022) DFARS

252.223-7009 PROHIBITION OF PROCUREMENT OF FLOURINATED AQUEOUS FILM-FORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATIONS (MAR 2024) FAR

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024) FAR

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR

Standard Element ZB_240_7999 has no Title

52.253-1 COMPUTER GENERATED FORMS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) DFARS