

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER

1000143830

PAGE 1 OF 4

2. CONTRACT NO.

SPE300-22-D-V016

3. AWARD/EFFECTIVE DATE

2022 AUG 13

4. ORDER NUMBER

5. SOLICITATION NUMBER

SPE300-22-R-X014

6. SOLICITATION ISSUE DATE

2022 JUL 08

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. TELEPHONE NUMBER (No collect calls)

8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY

CODE

SPE300

DLA TROOP SUPPORT
DIRECTORATE OF SUBSISTENCE
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5096
USA
Local Admin: Brenda Madison PSPTPBC Tel: 215-737-0738 Fax: 215-737-4246
Email: BRENDAMADISON@DLA.MIL

10 THIS ACQUISITION IS

☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR:

☐ SMALL BUSINESS

☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM

☐ HUBZONE SMALL BUSINESS

☐ EDWOSB

NAICS: 311511

☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

☐ 8 (A)

SIZE STANDARD: 1000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

☐ SEE SCHEDULE

12. DISCOUNT TERMS

Net 30 days

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☒ RFQ

☐ IFB

☐ RFP

15. DELIVER TO

CODE

SEE SCHEDULE

16. ADMINISTERED BY

CODE

SPE300

SEE BLOCK 1
Criticality: PAS None

17a. CONTRACTOR/ OFFEROR CODE 8S306

FACILITY CODE

NEVADA DAIRY LLC
DBA MODEL DAIRY, LLC
500 GOULD ST
RENO NV 89502-1446
USA

18a. PAYMENT WILL BE MADE BY

CODE

SL4701

DEF FIN AND ACCOUNTING SVC
BSM
P O BOX 182317
COLUMBUS OH 43218-2317
USA

TELEPHONE NO. 7757887963

☐ 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. ☐ 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)

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ 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. SPE30022RX014 OFFER

DATED 2022-Aug-03 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS: SEE SCHEDULE ITEMS

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)

31c. DATE SIGNED

DEREK ALLOE

8/9/22

NICHOLS

2022 AUG 04

GENERAL MANAGER

HARRIS.ALICIA.A.1229146170

Digitally signed by NICHOLS

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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL 38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY	<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (Location)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED:
SPE300-22-D-V016

PAGE 3 OF 4 PAGES

SUPPLIES/SERVICES:

ITEM DESCRIPTION:

CAGE/PN: 14153 / SEESOW

DEFENSE LOGISTICS AGENCY DBA
DEFENSE SUPPLY CENTER
PHILADELPHIA DBA
700 ROBBINS AVENUE DSCP BLDG 36 2
PHILADELPHIA PA 19111-5008
USA

Phone: 2157375321

NO EXCEPTION DATA

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	GM5022361 Market Fresh Div	1.000	EA		

PRICING TERMS: Firm Fixed Price

SUPPLIES/SERVICES:

CLIN	Price	Delivery (in days)
0001		0

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE:

FOB PAYMENT METHOD: CONTRACTOR

PREP FOR DELIVERY:

SHALL BE PACKAGED STANDARD IN ACCORDANCE WITH ASTM D 3951.

All DLA Master List of Technical and Quality Requirements take
precedence over ASTM D3951.

Mark and label all packaging and packing in accordance with MIL-STD-129.

The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) will be
as specified in the contract/purchase order.PALLETIZATION SHALL BE IN ACCORDANCE WITH RP001: DLA PACKAGING
REQUIREMENTS FOR PROCUREMENT

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0001	1000143830	0001	N/A	N/A	N/A	N/A

CONTINUED ON NEXT PAGE

Attachments**List of Attachments**

Description	File Name
ATTACH_ATTACHMENT_1_SCHEDULE_OF_ITEMS	ATTACHMENT 1 SCHEDULE OF ITEMS BRIDGEPORT.pdf
ATTACH_ATTACHMENT_2_DELIVERY_SCHEDULE	Attachment 2 - Delivery Schedule.pdf.xlsx

Terms of Indefinite Quantity Contract

The duration of the contract is for a term of 36 months (thirty-six month) period or [REDACTED] 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, 2022 through August 9, 2025.**

ESTIMATED DOLLAR VALUE OF AWARD FOR GROUP1: [REDACTED]

MINIMUM DOLLAR VALUE: [REDACTED]

MAXIMUM DOLLAR VALUE: [REDACTED] OR WHICH EVER COMES FIRST

This contract incorporates by reference all of the terms and conditions found in the following documents: SPE300-22-R-X014, solicitation dated July 08, 2022 – July 15, 2022 and the awardee's offer(s) dated August 3, 2022. Amendment 0001 was issued to extended closing date from July 15, 2022 to July 20, 2022. Amendment 002 was issue to extended the closing date from July 20, 2022 to due to the schedule of items quantities usage increased from one year to 3 years.

There is a \$75.00 minimum order requirements for all orders placed under this contract. The vendor is not obligated to make deliveries that are under [REDACTED]

Note: ALL PRICING IS AT THE TIME THE ORDER IS PLACED, NOT DELIVERED.

NOTE: CUSTOMER MUST FOLLOW BELOW ORDERS DAY AND TIME:

- ORDER FRIDAY FOR TUESDAY DELIVERY BY 10:00 AM
- ORDER TUESDAY FOR FRIDAY DELIVERY BY 10:00 AM

Points of Contact

POINT(S) OF CONTACT FOR ORDERING: Cheri Stinger

PHONE NUMBER: 775-788-7900

EMAIL: order.entry@modeldairy.com

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

PHONE NUMBER: 775-788-7900

EMAIL: Neila.Kallas@modeldairy.com

Note: Please notify DLA Troop Support any changes to employees Point of Contact (Ordering, Invoicing & payment). Please contact Brenda Madison 215-737-0738 or Email: Brenda.Madison@dla.mil

Vendor must Register in AMP and STORES System

Place of Performance:**Model Dairy****500 Gould Street****Reno, Nevada UT 88502****Cage Code: 8S306****Purchase Order:**

There shall only be one invoice per purchase order and only one purchase order per day. This will reduce invoice and payment issues. At no time is a delivery driver permitted to deliver items that do not appear on the purchase order.

Customers, all order must be place by 10:00 am to meet delivery schedule.

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
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.
- C.

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 [REDACTED] per company and [REDACTED] 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>.

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

The delivery preference is for a 48 hours (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".

Delivery Schedule:

Order Friday for Tuesday Delivery by 10:00 AM

Order Tuesday for Friday Delivery by 10:00 AM

Group I: Bridgeport, CA

Offeror: Nevada Dairy, LLC Cage Code : 85306

FLUID DAIRY ITEMS #1-6/Other Dairy Items 58-20

FIRM FIXED PRICES WITH EPA for Milk and Other Dairy Items

(August 13, 2020 - August 13, 2022)

Complete Columns HPL for CLINSE (2-5) and Columns HPL for CLINSE (5-20)

CLINE#	ITEM DESCRIPTION	CONTAINER SIZE	NET. USAGE (M) MONTHS	EST. USAGE (M) MONTHS	UNIT	SPKCY PROCESS CODE	SPKCY WING	FLUID MILK (MILK - GRAV) (M)	OTHER DAIRY	AUTO CALC SUB-TOTAL FLUID MILK	AUTO CALC SUB-TOTAL OTHER DAIRY	AUTO CALC SUB-TOTAL MILK
1	EGGNOG, CHL, 1 QT CO	1 QT CO			CO							
2	HAUF AND HALF, CHL, 10.5% - 12% MILK FAT, 1 QT CO	1 QT CO			CO							
3	MILK, CHOC, LOW FAT, CHL, 1% MILK FAT, 5 GAL BIB	5 GAL BIB			CO							
4	MILK, NONFAT, CHL, 1/2 PT CO	1/2 PT CO			CO							
5	MILK, REDUCED FAT, CHL, 2% MILK FAT, 5 GAL BIB	5 GAL BIB			CO							
6	CHEESE, COTTAGE, CHL, CREAMED, SMALL CURD, 1 LB CO	1 LB CO			CO							
7	ICE CREAM NOVELTIES, FZN, ORANGE SHERBET, 3 OZ CUP, 24/BOX	3 OZ CUP, 24/BOX			CO							
8	ICE CREAM NOVELTIES, FZN, RASPBERRY, 3 OZ CUP, 24/BOX	3 OZ CUP, 24/BOX			CO							
9	ICE CREAM, CHOC, FZN, 3 OZ CO, 24/BOX	3 OZ CO, 24/BOX			CO							
10	ICE CREAM, STRAWBERRY, FZN, 3 OZ CO, 24/BOX	3 OZ CO, 24/BOX			CO							
11	ICE CREAM, VANILLA, FZN, 3 OZ CO, 24/BOX	3 OZ CO, 24/BOX			CO							
12	SOUP CREAM, CHL, CULTURED, MIN 12% MILK FAT, 1 PT CO	1 PT CO			CO							
13	YOGURT, NONFAT, BLUEBERRY, CHL, BLENDED, 6 OZ CO	6 OZ CO			CO							
14	YOGURT, NONFAT, PEACH, CHL, BLENDED, 6 OZ CO	6 OZ CO			CO							
15	YOGURT, NONFAT, RASPBERRY, CHL, BLENDED, 6 OZ CO	6 OZ CO			CO							
16	YOGURT, NONFAT, STRAWBERRY, CHL, BLENDED, 6 OZ CO	6 OZ CO			CO							
17	YOGURT, REGULAR, BLUEBERRY, CHL, BLENDED, 6 OZ CO	6 OZ CO			CO							
18	YOGURT, REGULAR, PEACH, CHL, BLENDED, 6 OZ CO	6 OZ CO			CO							
19	YOGURT, REGULAR, STRAWBERRY BANANA, CHL, BLENDED, 6 OZ CO	6 OZ CO			CO							
20	YOGURT, REGULAR, STRAWBERRY, CHL, BLENDED, 6 OZ CO	6 OZ CO			CO							

Delivery Schedule

Bridgeport, CA

MCMWTC BRIDGEPORT, MESS HALL 3006	Ordering Point M33610	Ship To M94002	Address HC 83 BLDG 3006 Bridgeport, CA 93517	POC Name Dave Demars	Phone 715-788-7927	Email 'Dave DeMars' <Dave.Demars@ModelDairy.com>	Delivery days and times M/W/F 6:00 am to 10:00 am
MCMWTC BRIDGEPORT, MESS HALL 3006							
MC TRNG CTR BRIDGEPORT, CA	Ordering Point M33610	Ship To M33610	Address JAVELIN THRUST 10, ATTN: SUPO Bridgeport, CA 93517	POC Name Dave Demars	Phone 715-788-7927	Email 'Dave DeMars' <Dave.Demars@ModelDairy.com>	Delivery days and times
MC TRNG CTR BRIDGEPORT, CA							