

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000056156	PAGE 1 OF 7
2. CONTRACT NO. SPE300-17-D-V291	3. AWARD/EFFECTIVE DATE 8/31/17	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-17-R-0040	6. SOLICITATION ISSUE DATE 2017 JUL 07	
7. FOR SOLICITATION INFORMATION CALL:			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: Olivia Reitano PAA1216 Tel: 215-737-0760 Email: Olivia.Reitano@dfa.mil	CODE SPE300	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % 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:
--	----------------	---	--

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	CODE	16. ADMINISTERED BY SEE BLOCK 9 C/locally: PAS: None	CODE SPE300
--------------------------------	------	--	----------------

17a. CONTRACTOR/ OFFEROR GARELICK FARMS, LLC 1199 W CENTRAL ST FRANKLIN MA 02038-3156 USA TELEPHONE NO. 7815891300	CODE 6V966	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA	CODE SL4701
---	---------------	---------------	--	----------------

<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) \$769,850.19
---------------------------------------	---

<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 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. SPE30017R0040 OFFER DATED 2017-Aug-28, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS; ALL ITEMS
--	--

30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Christina M. Miller
30b. NAME AND TITLE OF SIGNER (Type or Print) Erik Boucher Regional Sales Manager	31b. NAME OF CONTRACTING OFFICER (Type or Print) Christina M. Miller
30c. DATE SIGNED 8/31/17	31c. DATE SIGNED 8/31/17

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

TOTAL AWARD AMOUNT FOR A THREE-YEAR PERIOD: \$769,850.19
25% MINIMUM DOLLAR VALUE: \$192,462.55
250% MAXIMUM DOLLAR VALUE: \$1,924,625.48

THE CONTRACT PERIOD OF PERFORMANCE IS FROM SEPTEMBER 3, 2017 TO AUGUST 29, 2020.
Tier 1: September 3, 2017 - August 31, 2019
Tier 2: September 1, 2019 - August 29, 2020

CONTINUED ON NEXT PAGE

Part 12 Clauses

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS*(a) Definitions.* As used in this clause—

"Compromise" 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.

"Controlled technical information" 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.

"Covered defense information" means unclassified information that—

(1) Is—

(i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
(ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

(i) Controlled technical information.

(ii) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(iii) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

"Cyber Incident" 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.

(b) Restrictions. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party's reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause 252.204-7012, and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

(End of clause)

CONTINUED ON NEXT PAGE

**252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)
DFARS****(a) Definitions.** As used in this clause—

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" 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.

"Contractor attributional/proprietary information" 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.

"Contractor information system" means an information system belonging to, or operated by or for, the Contractor.

"Controlled technical information" 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.

"Covered contractor information system" means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified information that—

(i) Is—

- (A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
- (B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

"Cyber incident" 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.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Malicious software" 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.

"Media" 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 information is recorded, stored, or printed within an information system.

"Operationally critical support" 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.

"Rapid(ly) report(ing)" means within 72 hours of discovery of any cyber incident.

"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-Non Commercial Items, 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.

CONTINUED ON NEXT PAGE

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) 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; or

(ii) 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)(i) of this clause—

(A) 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," <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at 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; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(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, 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 <http://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 <http://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 <http://lase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by 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 or 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.

CONTINUED ON NEXT PAGE

(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 a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and
- (2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

Schedule of Items

DESCRIPTION/SPECIFICATIONS:

Delivery to Customers at Connecticut & Rhode Island

Class 1 Items Firm Fixed Price with EPA Adjustments (September 3, 2017 – August 29, 2020)

Stock Number (LSN)	Item Name/Description	Product Code	Estimated Annual Qty per Unit	Price per Unit	Total Price per Unit (Tier 1)
891001E110586	EGGNOG, CHL, 1 QT CO	75	281		
891001E114512	MILK, CHOC, LOW FAT, CHL, 0.5% MILK FAT, 5 GAL BIB	47844 & 61553	3222		
891001E114511	MILK, CHOC, LOW FAT, CHL, 0.5% MILK FAT, 8 OZ CO	45837	10		
ITEM REMOVED					
891001E110541	MILK, LOW FAT, CHL, 1% MILK FAT, 1/2 GAL CO	52346	80		
891001E112161	MILK, LOW FAT, CHL, 1% MILK FAT, 5 GAL BIB	154 & 61549	4811		
891001E114517	MILK, LOW FAT, CHL, 1% MILK FAT, WAX IMPREGNATED, 5 GAL CO	3047 & 61559	950		
891001E110550	MILK, NONFAT, CHL, 1/2 PT CO	52003	4880		
891001E114516	MILK, REDUCED FAT, CHL, 2% MILK FAT, WAX IMPREGNATED, 5 GAL CO	3046 & 61558	1078		

Note: Prices on this award document reflect August 2017 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 August 2017.

DESCRIPTION/SPECIFICATIONS:

Delivery to Customers at Connecticut & Rhode Island

Class 2 Items Firm Fixed Price for Tier 1: September 3, 2017 – August 31, 2019

Stock Number (LSN)	Item Name/Description	Product Code	TIER 1 (Years 1 & 2)		
			Estimated Annual Qty per Unit	Price per Unit	Total Price per Unit (Tier 1)
891001E113402	CHEESE, COTTAGE, CHL, CREAMED, LARGE OR SMALL CURD, 5 LB CO	12552	3142		
891001E110599	CREAM, HEAVY, CHL, MIN 36% MILK FAT, 1 QT CO	2038	2813		
891001E111700	SOUR CREAM, CHL, CULTURED OR ACIDIFIED, 1 PT CO	59872	34		
891001E114536	SOUR CREAM, CHL, CULTURED OR ACIDIFIED, 5 LB CO	53396	500		
891501E112984	JUICE, ORANGE, CHL, SINGLE STRENGTH, 1/2 PT CO	95	100		
VARIOUS	YOGURT, LOW FAT, CHL, 6 OZ CO	22956 & 6014	4937		
VARIOUS	YOGURT, NONFAT, CHL, 6 OZ CO	57865 & 6021	2992		
Yogurt Flavors Available		Product Code			
BLUEBERRY 12PK		6014 & 22956			
FRENCH VANILLA 12PK		6015 & 13400			
STRAWBERRY 12PK		6017 & 23119			
STRAWBERRY/BANANA 12PK		6018 & 22957			
VANILLA LIGHT 12PK		6021 & 57865			
STRAWBERRY/PEACH/BLUEBERRY 18PK		51442			
STRAWBERRY/PEACH/BLUEBERRY 18PK		51443			

DESCRIPTION/SPECIFICATIONS:

Delivery to Customers at Connecticut & Rhode Island

Class 2 Items Firm Fixed Price for Tier 2: September 1, 2019 – August 29, 2020

Stock Number (LSN)	Item Name/Description	Product Code	TIER 2 (Year 3)		
			Estimated Annual Qty/ per Unit	Price per Unit	Total Price per Unit (Tier 2)
891001E113402	CHEESE, COTTAGE, CHL, CREAMED, LARGE OR SMALL CURD, 5 LB CO	12552	3142		
891001E110599	CREAM, HEAVY, CHL, MIN 36% MILK FAT, 1 QT CO	2038	2813		
891001E111700	SOUR CREAM, CHL, CULTURED OR ACIDIFIED, 1 PT CO	59872	34		
891001E114536	SOUR CREAM, CHL, CULTURED OR ACIDIFIED, 5 LB CO	53396	500		
891501E112984	JUICE, ORANGE, CHL, SINGLE STRENGTH, 1/2 PT CO	95	100		
VARIOUS	YOGURT, LOW FAT, CHL, 6 OZ CO	22956 & 6014	4937		
VARIOUS	YOGURT, NONFAT, CHL, 6 OZ CO	57865 & 6021	2992		
Yogurt Flavors Available		Product Code			
BLUEBERRY 12PK		6014 & 22956			
FRENCH VANILLA 12PK		6015 & 13400			
STRAWBERRY 12PK		6017 & 23119			
STRAWBERRY/BANANA 12PK		6018 & 22957			
VANILLA LIGHT 12PK		6021 & 57865			
STRAWBERRY/PEACH/BLUEBERRY 18PK		51442			
STRAWBERRY/PEACH/BLUEBERRY 18PK		51443			

Tier 1 (Inc. Fluid Milk)	
Tier 2	
Aggregate	\$769,850.19

25% Minimum Dollar Value: \$192,462.55
 250% Maximum Dollar Value: \$1,924,625.48

WITHIN 72 HOURS OF RECEIPT OF NOTICE OF AWARD, CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THE CONTRACTOR'S CODING SYSTEM (PULL DATE, COLOR CODES, ETC.) THIS IS A MANDATORY REQUIREMENT.

The terms and conditions of solicitation SPE300-17-R-0040 (as amended, if amended), are hereby included in this contract.

All aspects of your offer are also incorporated herein.

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.

POINT(S) OF CONTACT FOR ORDERING:

Angelina Tucciarone
Phone: (800) 343-4982 ext. 5914
Fax: (847) 928-6313
Email: angelina_tucciarone@deanfoods.com

POINT(S) OF CONTACT FOR INVOICING AND PAYMENT:

Paulette Brunetti
Phone: (800) 343-4982 ext. 5320
Fax: (847) 928-6313
Email: paulette_brunetti@deanfoods.com

Ordering and Delivery Qualifications: 48-hours order lead time for all items
\$80 minimum per delivery per customer

FOR ALL DELIVERY LOCATIONS IN THIS GROUP:
INSPECTION REQUIREMENTS: CONTRACTOR'S DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERINARY INSPECTION POINT AS DESIGNATED FOR INSPECTION OF THEIR PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINT(S).
(Please note: Rapid Gate is currently a requirement for access to some military bases, the contractor is responsible for obtaining all required enrollments and clearances for each of their drivers as soon as they receive notice of such a requirement)

DESCRIPTION/SPECIFICATIONS:**Delivery to Customers at Connecticut & Rhode Island****Period of Performance: September 3, 2017 – August 29, 2020****DELIVERY POINTS**

ORDERING DODAAC	SHIPTO DODAAC	Activity	Address	Frequency and Time of Delivery
CGCT01	Z11505	USCGC Spencer WMEC 905	90 Walbach Street, New London, CT 06320	Deliveries As Needed while in port; to include weekly deliveries, Saturday and Sunday deliveries may also be required
	Z11511	USCGC Forward WMEC 911	90 Walbach Street, New London, CT 06320	
	Z13308	USCGC Chinook	100 Bowditch Street New London, CT 06320	
	Z17506	USCGC Morro Bay	49 Mohegan Ave New London, CT 06320	
	Z18301	USCGC Barque Eagle	2 State Street New London, CT 06320	
	Z30630	USCGC Station New London	100 Bowditch Street New London, CT 06320	
	Z37030	Sector Long Island Sound	120 Woodward Ave New Haven, CT 06512	
CGMA02	Z13302	USCGC Hammerhead	1 Little Harbor Road Woodshole, MA 02543	Deliveries As Needed while in port; to include weekly deliveries, Saturday and Sunday deliveries may also be required
	Z13412	USCGC Sanibel WPB1312	1 Little Harbor Road Woodshole, MA 02543	
	Z13430	USCGC Tybee	1 Little Harbor Road Woodshole, MA 02543	
	Z20115	USCG Air Station Cape Cod	1 Little Harbor Road Woodshole, MA 02543	
	Z30109	USCG STA Brant Point	10 Easton Rd Nantucket, MA 02554	
	Z30115	USCG Station Cape Cod Canal	1 Coast Guard Road Sandwich, MA 02563	
	Z30124	USCG Station Chatham	37 Main Street, Chatham, MA 02633	

	Z30126	USCG STA Provincetown	125-129 Commercial Dr Provincetown, MA 02657	
	Z30133	USCG STA Menemsha	20 Edys Island Way Chillmark, MA 02568	
	Z31125	USCG Base Cape Cod	3159 Herbut Rd, Buzzards Bay, MA 02542	
CGRI01	134452	NOAA Ship Pisces	2578 Davisville Rd North Kingstown, RI 08852	Deliveries As Needed while in port; to include weekly deliveries, Saturday and Sunday deliveries may also be required
	Z11501	USCGC Bear	68 Peary Street Newport, RI 02841	
	Z11505	USCGC Spencer WMEC 905	47 Chandler Street Newport, RI 02841	
	Z11507	USCGC Escanaba WMEC 907	47 Chandler Street Newport, RI 02841	
	Z11704	USCG Hamilton	47 Chandler Street Newport, RI 02841	
	Z13359	USCGC Tiger Shark	5 Marina Plaza Newport, RI 02840	
	Z15241	USCGC Juniper	NAVSTA Pier Newport, RI 02841	
	Z15517	CGC Ida Lewis	Pier 2 NAVSTA Newport, RI 02841	
	Z30121	USCG Sta Castle Hill	75 Ridge Road Newport, RI 02840	
	Z30157	USCG Station Point Judith	1470 Ocean Road Narraganset, RI 02882	
CTAG01	192ENB	FSC 192ND EN BN ALT LOCATION	38 Stott Dr Norwich, CT 06360	Deliveries As Needed
	256MMG	142ND MED CO	66 Wooster Heights Rd Danbury, CT 06810	
	W11M94	CT ARMY GUARD HQ	580 North Street Winsor Locks, CT 06096	
	W56KST	643RD MP CO	37 Brookeside Ave, Westbrook, CT 06498	

W56MMG	142ND MED CO	90 Wooster Heights Rd Danbury, CT 06810
W56SXL	HHG 1109TH TASMG	138 Tower Street Groton, CT 06340
W56UHU	143RD MILITARY POLICE COMPANY	700 South Quaker Ln West Hartford, CT 06110
W5JA1J	HHC 192ND MP BN	Bldg 47 38 Smith Street Camp Niantic Niantic, CT 06357
W901GB	HHD 118TH MMB	375 Smith Street Middletown, CT 06457
W903RC	FSC 192ND EN BN	63 Armory Rd Stratford, CT 06614
W904XD	1048TH TRANSPORTATION COMPANY	63 Armory Rd Stratford, CT 06614
W9078D	142ND MED CO	66 Wooster Heights Rd Danbury, CT 06810
W907B8	E CO 169TH AVN	85-300 Light Lane Windsor Locks, CT 06096
W907B9	E CO 169TH AVN	85-152 Bradley Int'l Airport Windsor Locks, CT 06096
W9094Z	FSC 192ND EN BN	63 Armory Rd Stratford, CT 06614
W90G0T	143RD MILITARY POLICE COMPANY	700 South Quaker Ln West Hartford, CT 06110
W90G0W	CT ARMY GUARD HQ	580 north Street Winsor Locks, CT 06096
W90G12	HHC 143RD REGIONAL SUPPORT GROUP	375 Smith Street Middletown, CT 06457
W90G1A	250TH ENG CO MRB	249 Bayonet St New London, CT 06320

	W90G1B	HHD 118TH MMB	375 Smith Street Middletown, CT 06457	
	W90G1N	HHC 143RD CSSB	64 Field Street Waterbury, CT 06702	
	W90TD2	HHC 143RD CSSB	64 Field Street Waterbury, CT 06702	
	W91D2Z	HHC 143RD REGIONAL SUPPORT GROUP	375 Smith Street Middletown, CT 06457	
	W91FEF	1048TH TRANSPORTATION COMPANY	63 Armory Rd Stratford, Ct 06614	
	W91G4E	HHC 192ND MP BN	Building 47 38 Smith Street Camp Niantic Niantic, CT 06357	
	W91ZSA	643RD MP CO	37 Brookside Ave, Westbrook, CT 06498	
	W91ZSR	HHD 118TH MMB	375 Smith Street Middletown, CT 06457	
	WP5GB0	B CO 1-102D INF	375 Smith Street Middletown, CT 06457	
FB6071	FB6071	CT Air National Guard	100 Nicholson Rd Building 24 East Granby, CT 60260	Deliveries between 9:00am and 11:00am Up to once (1) per month
FB6391	FB6391	143 SVF	1 Hercules Drive North Kingstown, RI 02852	Deliveries between 9:00am and 11:00am Up to twice (2) per week
FT6325	FT6325	New York ANG	150 Riverhead Rd West Hampton Beach, NY 11978	Deliveries As Needed
FY9467	FY9467	282 Combat Communications	274 Old Oxford Rd North Smithfield, RI 02876	Deliveries As Needed
N00129	N00129	New London Cross Hall Galley	1 Crystal Lake Rd, BLDG 33 New London, CT 06430	Deliveries between 7:00am and 10:00am Up to twice (2) per week

N49399	N49299	Naval Sub Base New London- FLC	Box 500 84 Grayling Rd Naval Sub Base New London, CT 06349	Deliveries between 7:00am and 11:00am Up to five (5) per week SAT and SUN deliveries may be required
	R21463	USS Topeka	Hull 745	
	R21764	USS Hampton	Hull 767	
	V0002	USS Missouri	SSN 780	
	V20034	USS Minnesota	SSN 783	
	V20037	USS N. Dakota	SSN 784	
	V20079	USS California	SSN 781	
	V20080	USS Mississippi	SSN 782	
	V20181	USS Illinois	SSN 786	
	V20811	USS Dallas	SSN 719	
	V21029	USS Providence	SSN 719	
	V21030	USS Pittsburg	SSN 720	
	V21091	USNS Apache	T-ATF 172	
	V21312	USS San Juan	SSN 751	
	V21690	USS Annapolis	SSN 760	
	V21691	USS Springfield	SSN 691	
	V21761	USS Boise	SSN 764	
	V21762	USS Montpelier	SSN 765	
	V21806	USS Hartford	SSN 768	
	V21807	USS Toledo	SSN 769	
	V23013	USS Virginia	SSN 778	
V23172	USS New Hampshire	SSN 778		
V23190	USS New Mexico	SSN 777		
N27150	PCU Colorado	Hull 788		
V21464	USS Scranton	SSN 756		

		Electric Boat **on request	75 Eastern Point Road Groton CT 06340	
N62661	N32411	Ney Hall Galley	292 Capadano Dr Newport, RI 28410	Deliveries between 7:00am and 11:00am Up to five (5) per week
NOAACT	133327	NOAA NANCY FOSTER	Station New London	Deliveries As Needed while in port; to include weekly deliveries, Saturday and Sunday deliveries may also be required
	NOAACT	NOAA SHIPS NEW LONDON, CT	100 Bowditch Street New London, CT 06320	
NOAARI	133337	NOAA SHIP HENRY B BIGELOW	68 Peary Street Newport, RI 02841	Deliveries As Needed while in port; to include weekly deliveries, Saturday and Sunday deliveries may also be required
	1333AE	NOAA SHIPS GORDON GUNTER	2578 Davisville Rd North Kingstown, RI 08852	
	134452	NOAA SHIP PISCES	Newport Naval Base Newport, RI 02841	
	NOAARI	NOAA SHIPS RHODE ISLAND	2578 Davisville Rd North Kingstown, RI 08852	
VISITING SHIPS IN PORT				As requested, to include weekly deliveries. Saturday and Sunday deliveries may also be required.

DELIVERIES TO SHIPS:

Due to fluctuating arrival and /or departure schedules, ships may require delivery of products within a specific time frame. The Ordering Officer will advise the contractor of any special delivery requirements when placing orders, and the contractor will comply with the request. Deliveries **ARE NOT** required to be made outside the "time of delivery" specified unless agreed to between the contractor and customer and approved by the DLA Troop Support Contracting Officer.

FOR DELIVERIES MADE TO SHIPS, ALL ITEMS ARE REQUIRED TO BE PACKAGED IN DISPOSABLE, NON-RETURNABLE CARDBOARD BOXES SUITABLE FOR STACKING. THIS REQUIREMENT IS MANDATORY, NOT NEGOTIABLE.

Note for Ships: Deliveries shall not be left on docks or wharves and must be made available to government representatives authorized to accept deliveries.

The Fitting Out and Supply Support Assistance Center ("FOSSAC") was hired to continue the delivery process for the ships by transporting the stores from the brow of the ship into their storeroom. In order to accomplish this, the Contractor may have to schedule deliveries through the Fleet Industrial Supply Center ("FISC") when making deliveries of their product.

Delivery tickets (i.e., annotated and signed copies of the receipt documents) must be dropped off prior to the delivery truck departing from the base, anywhere between 5:00am and 3:00pm, depending on the individual requirement of each customer.

In the case of a national legal holiday falling on a delivery day, the customer will advise when delivery is to be made. In the case of an emergency or change in schedule, delivery of product will be subject to change.

In the case of adverse weather conditions that cause a delay of the schedule of 72 hours or longer, Military Food Inspectors at the pier from which the product will be shipped to the customers may recommend a replacement delivery of the perishable products due to shelf life concerns. This replacement delivery must be delivered to the customer location on the day and time the schedule to the customer resumes. In a scenario such as this, communication will be thoroughly coordinated between the customer, vendor, and representatives of DLA Troop Support.

Product Quality

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

"SELL-BY-DATE" COMPLIANCE IS REQUIRED WHEN DELIVERY IS MADE IN CONNECTICUT AND RHODE ISLAND.