


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

1. REQUISITION NUMBER 1000057299		PAGE 1 OF 7	
2. CONTRACT NO. SPE300-17-D-V294	3. AWARD/EFFECTIVE DATE 2017 SEP 27	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-17-R-0043
6. SOLICITATION ISSUE DATE 2017 JUL 25		7. OFFER DUE DATE/ LOCAL TIME	

7. FOR SOLICITATION INFORMATION CALL: 

a. NAME

b. TELEPHONE NUMBER (No collect calls)

9. ISSUED BY CODE SPE300

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

DLA TROOP SUPPORT  
 DIRECTORATE OF SUBSISTENCE  
 700 ROBBINS AVENUE  
 PHILADELPHIA PA 19111-5096  
 USA  
 Local Address: Olivia Restano PAA1216 Tel: 215-737-0750  
 Email: Olivia.Restano@dlamil

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE

12. DISCOUNT TERMS  
Not 10 days

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

13b. RATING

14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO CODE

16. ADMINISTERED BY CODE SPE300

SEE SCHEDULE

SEE BLOCK 9  
 Gately HAS Note

17a. CONTRACTOR/ OFFEROR CODE 1CZ18 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE SL4701

CREAM-O-LAND DAIRY INC DBA  
 CREAM-O-LAND DAIRIES  
 529 CEDAR LN  
 FLORENCE NJ 08518-2511  
 USA

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

TELEPHONE NO. 6094993601

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)  
\$47,895.33

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  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. Solicitation SPE 3351/R0043 OFFER DATED 2017-Aug-25 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)

30b. NAME AND TITLE OF SIGNER (Type or Print)  
JAY SCHNEIDER MEMBER

30c. DATE SIGNED  
9/27/17

31b. NAME OF CONTRACTING OFFICER (Type or Print)  
M. H.

31c. DATE SIGNED  
09/27/17

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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT ( <i>Location</i> )	
42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-17-D-V294	PAGE 3 OF 7 PAGES
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BLOCK 25

25% GUARANTEED MINIMUM DOLLAR VALUE: \$11,973.83

250% MAXIMUM DOLLAR VALUE: \$119,738.33

BLOCK 26

TOTAL AWARD AMOUNT FOR A THREE-YEAR PERIOD: \$47,895.33

PERIOD OF PERFORMANCE IS FROM OCTOBER 1, 2017 THROUGH SEPTEMBER 26, 2020

Tier 1: October 1, 2017 - September 29, 2019

Tier 2: September 30, 2019 - September 26, 2020

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-17-D-V294	PAGE 4 OF 7 PAGES
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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.

(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 requirements 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](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; 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://iase.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.

(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) *Sub contracts.* 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:**

Edison Job Corp Center, NJ; Naval Weapons Systems Detachment at Earle, NJ; U.S. Coast Guard Station at Staten Island, NY

**Class 1 Items Firm Fixed Price with EPA Adjustments (October 1, 2017 – September 26, 2020)**

Stock Number (LSN)	Item Name/Description	Product Code	Est. Qty per Unit	Price per Unit	Total Price per Unit (Tier 1)
891001E112203	MILK, CHOC, NONFAT, CHL, ½ PT	32 OR 3025	6,330	██████	██████
891001E110570	MILK, CHOC, WHOLE, CHL, 5 GAL BIB	6028	324	██████	██████
891001E110539	MILK, LOW FAT, CHL, 1% MILK FAT, ½ PT	16 OR 3016	3,150	██████	██████
891001E112161	MILK, LOW FAT, CHL, 1% MILK FAT, 5 GAL BIB	6014	243	██████	██████
891001E110550	MILK, NONFAT, CHL, ½ PT	20 OR 3020	600	██████	██████
891001E110546	MILK, REDUCED FAT, CHL, 2% MILK FAT, ½ PT	36 OR 3036	8,880	██████	██████
891001E110532	MILK, WHOLE, CHL, 1/2 PT	7 OR 3007	10,854	██████	██████
891001E112739	MILK, WHOLE, CHL, 5 GAL BIB	6008	1,014	██████	██████
891001E110586	EGGNOG, CHL, QT	40	180	██████	██████

**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:**

**Edison Job Corp Center, NJ; Naval Weapons Systems Detachment at Earle, NJ; U.S. Coast Guard Station at Staten Island, NY**

**Class 2 Items Firm Fixed Price for Tier 1: October 1, 2017 – September 29, 2019**

Stock Number (LSN)	Item Name/Description	Product Code	TIER 1 (Years 1 & 2)		
			Est. Qty per Unit	Price per Unit	Total Price per Unit (Tier 1)
891001E113403	CHEESE, COTTAGE, LOW FAT, CHL, CREAMED, LARGE OR SMALL CURD, 5 LB CO	488	28	██████	██████
891001E110599	CREAM, HEAVY, CHL, MIN 36% MILK FAT, QT	546	16	██████	██████
891001E111497	DRINK, FRUIT PUNCH, CHL, ½ PT	177	100	██████	██████
891001E221138	DRINK, ICE TEA, CHL, SWT, ½ PT	83	100	██████	██████
891001E221141	DRINK, LEMONADE, CHL, ½ PT	176	100	██████	██████
891001E111700	SOUR CREAM, CHL, CULTURED OR ACIDIFIED, PT	105	8	██████	██████
891001E112687	SOUR CREAM, CHL, CULTURED, MIN 18% MILK FAT, 5 LB CO	122	40	██████	██████
891001E111765	YOGURT, LOW FAT, CHL, BLENDED, 6 OZ CO	See Below	1,740	██████	██████

Yogurt Flavors Available	Product Code
YOGURT, STRAWBERRY, LOW FAT, CHL, BLENDED, 6 OZ CO	1132
YOGURT, BLUEBERRY, LOW FAT, CHL, BLENDED, 6 OZ CO	1131
YOGURT, BLACKCHERRY, LOW FAT, CHL, BLENDED, 6 OZ CO	1133
YOGURT, RASPBERRY, LOW FAT, CHL, BLENDED, 6 OZ CO	1134
YOGURT, STRAWBERRY BANNANA, LOW FAT, CHL, BLENDED, 6 OZ CO	1138
YOGURT, PEACH, LOW FAT, CHL, BLENDED, 6 OZ CO	1139

**DESCRIPTION/SPECIFICATIONS:**

**Edison Job Corp Center, NJ; Naval Weapons Systems Detachment at Earle, NJ; U.S. Coast Guard Station at Staten Island, NY**

**Class 2 Items Firm Fixed Price for Tier 2: September 30, 2019 – September 26, 2020**

Stock Number (LSN)	Item Name/Description	Product Code	TIER 2 (Year 3)		
			Est. Qty per Unit	Price per Unit	Total Price per Unit (Tier 2)
891001E113403	CHEESE, COTTAGE, LOW FAT, CHL, CREAMED, LARGE OR SMALL CURD, 5 LB CO	488	14	██████	██████
891001E110599	CREAM, HEAVY, CHL, MIN 36% MILK FAT, QT.	546	8	██████	██████
891001E111497	DRINK, FRUIT PUNCH, CHL, ½ PT	177	50	██████	██████
891001E221138	DRINK, ICE TEA, CHL, SWT, ½ PT	83	50	██████	██████
891001E221141	DRINK, LEMONADE, CHL, ½ PT	176	50	██████	██████
891001E111700	SOUR CREAM, CHL, CULTURED OR ACIDIFIED, PT	105	4	██████	██████
891001E112687	SOUR CREAM, CHL, CULTURED, MIN 18% MILK FAT, 5 LB CO	122	20	██████	██████
891001E111765	YOGURT, LOW FAT, CHL, BLENDED, 6 OZ CO	See Below	870	██████	██████

Yogurt Flavors Available	Product Code
YOGURT, STRAWBERRY, LOW FAT, CHL, BLENDED, 6 OZ CO	1132
YOGURT, BLUEBERRY, LOW FAT, CHL, BLENDED, 6 OZ CO	1131
YOGURT, BLACKCHERRY, LOW FAT, CHL, BLENDED, 6 OZ CO	1133
YOGURT, RASPBERRY, LOW FAT, CHL, BLENDED, 6 OZ CO	1134
YOGURT, STRAWBERRY BANNANA, LOW FAT, CHL, BLENDED, 6 OZ CO	1138
YOGURT, PEACH, LOW FAT, CHL, BLENDED, 6 OZ CO	1139

Tier 1 (Inc. Fluid Milk)	██████████
Tier 2	██████████
<b>Aggregate</b>	<b>\$47,895.33</b>

Guaranteed 25% Minimum: \$11,973.83  
 250% Maximum: \$119,738.33

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-0043 (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:**

Nancy Tirado  
Phone: (800)-220-6455  
Fax: (888) 994-9988  
Email: nancytirado@creamoland.com

**POINT(S) OF CONTACT FOR INVOICING AND PAYMENT:**

Julio Zamora  
Phone: (800)-220-6455  
Fax: (609) 499-9558  
Email: juliozamora@creamoland.com

Ordering and Delivery Qualifications: 48-hours order lead time for all items

**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:**

**Edison Job Corp Center, NJ; Naval Weapons Systems Detachment at Earle, NJ; U.S. Coast Guard Station at Staten Island, NY**

**Period of Performance: October 1, 2017 – September 26, 2020**

**DELIVERY POINTS**

<b>Ordering DoDAAC</b>	<b>Ship-to DoDAAC</b>	<b>Name &amp; Address</b>	<b>Frequencies</b>	<b>Time of Delivery</b>
<b>N47906</b>	<b>N47906</b>	NWS Earle Waterfront- 801 Hwy, 36, Fisc Bldg R-22, Leonardo, NJ	3 deliveries per week, no deliveries on Sundays or Nat'l Holidays	08:00a - 14:30p
<b>CGNY01</b>	<b>CGNY01</b>	U.S. Coast Guard Activities, New York 212 Coast Guard Drive, Staten Island, New York	7 deliveries per week	07:30a-11:30a
<b>1622E8</b>	<b>1622E8</b>	Edison Job Corps Center 500 Plainview Avenue, Edison, NJ	7 deliveries per week	07:30a- 11:30a

**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 NEW JERSEY/NEW YORK.**