SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30			ns	1. REQUI:	SITION NU	IMBER	PAGE	1 OF 7	
2. CONTRACT NO.	3. AWARD/EFFEC	OTIVE	4. ORDER NUM	BER		5. SOLICITATION NUMBER			CITATION ISSUE
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The IDPO period of performance is expected to be from December 4, 2016 to January 7, 2017, not to exceed \$150,000, whichever occurs first.

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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)

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# 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.

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SPE300-17-D-V266	
<ul> <li>(b) Adequate security. The Contractor shall provide adequate security for all covered defer covered contractor information systems that support the performance of work under this contractor shall—         <ul> <li>(1) Implement information systems security protections on all covered contractor including, at a minimum—                 <ul></ul></li></ul></li></ul>	ontract. To provide information systems an Information Technology ecurity requirements
<ul> <li>(ii) For covered contractor information systems that are not part operated on behalf of the Government and therefore are not su requirement specified at paragraph (b)(1)(i) of this clause—         <ul> <li>(A) The security requirements in National Institute of S (NIST) Special Publication (SP) 800-171, "Protecting O Information in Nonfederal Information Systems and Or http://dx.doi.org/10.6028/NIST.SP.800-171 that is in e solicitation is issued or as authorized by the Contractir practical, but not later than December 31, 2017. The O DoD CIO, via email at osd.dibcsia@mail.mil, within 30 any security requirements specified by NIST SP 800-1 time of contract award; or</li> <li>(B) Alternative but equally effective security measures the inability to satisfy a particular requirement and ach</li> </ul> </li> </ul>	an cloud computing) shall where in this contract; or t of an IT service or system abject to the security Standards and Technology Controlled Unclassified rganizations," ffect at the time the ng Officer, as soon as Contractor shall notify the days of contract award, of 171 not implemented at the
accepted in writing by an authorized representative of (2) Apply other information systems security measures when the Contractor easo information systems security measures, in addition to those identified in paragrap be required to provide adequate security in a dynamic environment based on an a vulnerability. (c) Cyber incident reporting requirement.	the DoD CIO; and nably determines that h (b)(1) of this clause, may assessed risk or
<ul> <li>(1) When the Contractor discovers a cyber incident that affects a covered contract the covered defense information residing therein, or that affects the contractor's a requirements of the contract that are designated as operationally critical support,         <ul> <li>(i) Conduct a review for evidence of compromise of covered de including, but not limited to, identifying compromised computers and user accounts. This review shall also include analyzing cov system(s) that were part of the cyber incident, as well as other Contractor's network(s), that may have been accessed as a rest to identify compromised covered defense information, or that all to provide operationally critical support; and</li></ul></li></ul>	ability to perform the the Contractor shall— fense information, s, servers, specific data, vered contractor information information systems on the sult of the incident in order ffect the Contractor's ability il. In created by or for DoD and
or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cybe	

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.

(I) 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)

#### Attachments

#### List of Attachments

Description	File Name
ATTACH.SPE30017DV266	SPE30017DV266
STATEMENT OF WORK	SOW.pdf

# **Schedule of Items**

#### **DESCRIPTION/SPECIFICATIONS: Group II: Ships at Norfolk VA**

#### Class 1 Items Firm Fixed price with EPA Adjustments (December 4, 2016-January 7, 2017)

			Price	Estimated Annual Qty per	Total Price per
Item	Item Name/Description	Product Code	per Unit	Unit	Unit (Tier 2)
1	MILK, WHOLE, CHL, 1/2 PT CO	108	\$	2700	\$
2	MILK, LOW FAT, CHL, 1% MILK FAT, 1/2 PT CO	100	\$	6200	\$
3	MILK, NONFAT, CHL, 1/2 PT CO	130	\$	2700	\$
4	MILK, NONFAT, CHOC, CHL, 1/2 PT CO	4173	\$	6050	\$
5	MILK, LOW FAT, 1%, CHL, 5 GAL CORRUGATED BIB	3138	\$	296	\$
6	MILK, CHOC, NONFAT, CHL, 5 GAL BIB, PLASTIC CRATE	6132	\$	49	\$
7	MILK, CHOC, NONFAT, CHL, 5 GAL CORRUGATED BIB	6133	\$	123	\$

Note: Prices on this award document reflect November 2016 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 November 2016.

## **DESCRIPTION/SPECIFICATIONS:**

## **Group II: Ships at Norfolk VA**

# Class 2 items Firm Fixed Price (December 4, 2016-January 7, 2017)

				Estimated	
			Price	Annual Qty per	Total Price per
Item	Item Name/Description	Product Code	per Unit	Unit	Unit (Tier 2)
8	CHEESE, COTTAGE, CHL, CREAMED, LARGE OR SMALL CURD, 5 LB CO	4500	\$	97	\$
9	CHEESE, COTTAGE, LOW FAT, CHL, CREAMED, LARGE OR SMALL CURD, 5 LB CO	4511	\$	28	\$
10	SOUR CREAM, CHL, CULTURED OR ACIDIFIED, 18% MILK FAT, 5 LB CO	4520	\$	122	\$
11	YOGURT, NONFAT, CHL, ASSORTED, BLENDED, 6 OZ CO		\$	1056	\$
	Specify Yogurt Flavors Available	Product Code			
	MM RASPBERRY YOG 6 OUNCE	3597			
	MM CHERRY YOG 6 OUNCE	3598			
	MM STRAWBERRY YOG 6 OUNCE	3596			
	MM PEACH YOG 6 OUNCE	3599			
	MM BLUEBERRY YOG 6 OUNCE	3595			
	MM STRAWBERRY/BANANA YOG 6 OUNCE	3601			

Aggregate Total: \$13,172.00

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

The terms and conditions of solicitation SPE300-17X0003 (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:

Brenda Lovell Phone: 757-245-3857 X4444 Fax: 757-928-2449 Email: <u>blovell@marvamaid.com</u>

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

Brenda LovellPhone:757-245-3857 X4444Fax:757-928-2449Email:blovell@marvamaid.com

Ordering and Delivery Qualifications: <u>48-hours order lead time for all items</u>

Non Delivery days: Saturday and Sunday

FOR ALL DELIVERY LOCATION 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:**

# Group II: Ships at Norfolk VA (December 4, 2016-January 7, 2017)

Location		<u>Times of</u> Deliveries	Frequency & <u>Limitation</u>
N62688 NAVAL STATION NORFOLK GALLEY GILBERT ST. BLDG. 1-AA NORFOLK, VA 23511 POC: William Golway 757-444-0850 william.golway@navy.mil	1650	0630-1000	2 days/week
N60191 NAS OCEANA BLDG. 520 858 D AVE. VIRGINIA BEACH, VA 23460 POC: Matthew Carter 757-433-2207 matthew.d.carter@navy.mil		0600-1000	5 days/week

GROUP II Continued	0000 4000	0. days (
N00281 DAM NECK ANNEX GALLEY BLDG. 521 432 SPARROW ST. VIRGINIA BEACH, VA 23961 POC: Steven Kane 757-444-1365 <u>steven.a.kane@navy.mil</u>	0800-1000	2 days/week
N50092 NAVAL AMPHIBIOUS BASE LITTLE CREEK GALLEY 1420 E. NORFOLK ST.BLDG. 3607 BLDG 3607 NORFOLK, VA 23521-3229 POC: Corey Evans 757-462-7624 corey.d.evans@navy.mil	0630-1100	1 day/week
N00109 YORKTOWN NAVAL WEAPON STATION GALLEY 705 SHUPPER DR. YORKTOWN, VA 23691 POC: Decarlo Drawhorn 757-887-7145 decarlo.drawhorn@navy.mil	0600-0900	2 days/week
N61414 N42043 ACB2 Amphibious Construction Battalion 2 1815 Seebee Dr. Virginia Beach, VA 23521 POC: Tunde Clark 757-462-4019 tunde.clark@navy.mil	0600-0900	2 days/week
N63891 N38305 Chesapeake Brig Galley 1548 Wilderness Rd. Chesapeake, VA 23322 POC: Corey Kennedy 757-421-8678	0600-0900	2 days/week

corey.kennedy@navy.mil

#### **GROUP II Continued**

N47898 Special Warfare Development Group	0600-1000	2 days/week Naval
1636 Regulus Ave, Virginia Beach, VA 23461 POC: Christopher Bailey 757- 862-3647		
christopher.bailey@vb.socom.mil		
N00183 Portsmouth Naval Hospital 620 John Paul Jones Circle Portsmouth, VA 23708 POC: Wanda Agu 757-953-1003 wanda.agu@med.navy.mil	0600-1000	
N63891 NSA Northwest Annex Galley 1320 Northwest Annex Suite 100 Chesapeake, VA POC: Dino D'Ambra 757-4218331 dino.j.dambra@navy.mil	0600-1000	
M67391 Camp Allen 1775 Forrestal Drive, Norfolk, VA 23551 POC: Torena Stallings 757-423-1940 torena.stallings@usmc.mil	0600-1300	

## **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 <u>freshness requirements</u>. 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.