

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

1. REQUISITION NUMBER 1000034650		PAGE 1 OF 4	
2. CONTRACT NO. SPE300-15-D-V201	3. AWARD/EFFECTIVE DATE 2015 JUN 17	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-15-R-0015
7. FOR SOLICITATION INFORMATION CALL:		6. SOLICITATION ISSUE DATE 2015 APR 02	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5093 USA Local Adm'n: Brenda Madison PSPTPBC Tel: 215-737-0738 Fax: 215-737-4248 Email: BRENDA.MADISON@DLA.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: 311812 <input type="checkbox"/> 8 (A) SIZE STANDARD:
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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
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14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	16. ADMINISTERED BY SEE BLOCK 6 Citation: PAS:None	CODE SPE300
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17a. CONTRACTOR/OFFEROR SOUTHERN FOODS GROUP, LLC DBA MEADOW GOLD DAIRY 6350 E CENTENNIAL PKWY BLVD LAS VEGAS NV 89116-1778 USA TELEPHONE NO. 7028398500	CODE 61QZ8	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
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<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
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

26. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$206,205.90
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<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 type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.

<input checked="" 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"/> 28. AWARD OF CONTRACT: REF. <u>SPE30015R0015</u> OFFER DATED <u>2015-Apr-27</u> , YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS: ALL ITEMS
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or Print) GENE Carrejo	31b. NAME OF CONTRACTING OFFICER (Type or Print) DEAN L. SCHOENDORFER
30c. DATE SIGNED 6/17/15	31c. DATE SIGNED 2015 JUN 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 (*YYMMDD*)

42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED:
SPE300-15-D-V201

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The effective ordering period shall be from July 19, 2015 through July 21, 2018.

CONTINUED ON NEXT PAGE

Part 12 Clauses

52.247-9034 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JUN 2013) DLAD

Attachments

List of Attachments

Description	File Name
ATTACH.Attachment 1 - Award Information	Award Meadow Gold SPE300-15-D-V201.pdf
ATTACH.Attachment 2 - Award Prices	SPE300-15-R-0015 Award Prices.xlsx

**SPE300-15-D-V201 Award Prices
Nevada (Nellis AFB & Creech AFB)**

FLUID DAIRY ITEMS (ITEMS #1 – 9)(JULY 19, 2015 – JULY 21, 2018)

FIRST TIER FOR OTHER DAIRY ITEMS (ITEMS #10 – 18)(July 19, 2015 - July 15, 2017)

SECOND TIER FOR OTHER DAIRY ITEMS (ITEMS #10 – 18)(July 16, 2017 - July 21, 2018)

CUN#	LSN or NSN	ITEM DESCRIPTION	CONTAINER SIZE	PRODUCT CODE	FLUID MILK PRICE - (Fixed w/ EPA)	OTHER DAIRY Tier-1 Price	OTHER DAIRY Tier-2 Price
1	891001E110532	Milk, Whole, CHL	Half Pint	52057			
2	891001E110536	Milk, Whole, CHL	One Gallon	52068			
3	891001E110539	Milk, Low Fat, CHL, 1% milk fat	Half Pint	52059			
4	891001E112161	Milk, Low Fat, CHL, 1% milk fat	Bulk, 5 Gallon BIB	40048			
5	891001E112184	Milk, Choc, Low Fat, CHL, 1% milk fat	Half Pint	52059			
6	891001E112644	Milk, Choc, Low Fat, CHL, 1% milk fat	Bulk, 5 Gallon BIB	47579			
7	891001E110546	Milk, Reduced Fat, CHL, 2% milk fat	Half Pint	52058			
8	891001E112152	Milk, Reduced Fat, CHL, 2% milk fat	Bulk, 5 Gallon BIB	40015			
9	891001E110550	Milk, Nonfat, CHL	Half Pint	52973			
10	891001E110598	Cream Heavy, CHL, min 36% milk fat	One Pint	21118			
11	891001E114765	Cheese, Cottage, Low Fat, CHL, S/L curd	5 LB Container	14512			
12	891001E112606	Cheese Cottage Low Fat, CHL, Creamed, L/S curd	1 LB Container	40099			
13	891001E220383	Cheese, Cottage, Low Fat, CHL, L/S curd	1 LB Container	40094			
14	891001E110615	Sour Cream, CHL, cultured, min 18% milk fat	5 LB Container	40073			
15	891001E112596	Ice Cream Mix, Reduced Fat, Choc, CHL, liquid for s/s dispenser	Gallon	45835			
16	891001E112597	Ice Cream Mix, Reduced Fat, Van, CHL, liquid for s/s dispenser	Gallon	49649			
17	891001E220382	Sherbet, Assorted, FZN	3 Ounce Cup / 12PK	43581			
18	See Below for NSNs	Yogurt, Low Fat, Blended, Assorted, CHL	6 Ounce Container	See Below			
	891001E111767	Blueberry - 22956					
	891001E111771	Peach - 22955					
	891001E111775	Raspberry - 12190					
	891001E111777	Strawberry - 23119					
	891001E114784	Mixed Berry - 23966					

Note: Prices on this award document reflect May 2015 pricing. The subsequent monthly EPA for fluid milk items will be applied accordingly (items 1 through 9) and the STORES catalog will be updated to reflect EPA price adjustments for all months going forward from May 2015.

Terms of Indefinite Quantity Contract

The duration of the contract is for a term of 36 months (three year period). For all Class I fluid milk items, the EPA will be applied in accordance with DLAD 52.216-9032 throughout the contract. Pricing for all other items will have two separate pricing tiers and the pricing will remain firm fixed for each pricing tier. The first pricing tier shall begin on the award date and be for a 24 month period (July 19, 2015 – July 15, 2017). The second pricing tier shall be for the following 12 month performance period (July 16, 2017 – July 21, 2018). **The effective period for any contract resulting from this solicitation shall be from July 19, 2015 until July 21, 2018.**

MINIMUM DOLLAR VALUE IS 25% OF THE ESTIMATE:	\$74,073.98
ESTIMATED DOLLAR VALUE OF AWARD GROUP I:	\$296,295.90
MAXIMUM DOLLAR VALUE IS 200% OF THE ESTIMATE:	\$692,591.80

This contract incorporates by reference all of the terms and conditions found in the following documents: SPE300-15-R-0015 (solicitation dated April 2, 2015) and the awardee's offer(s) dated April 27, 2015 and May 28, 2015.

Points of Contact

POINT(S) OF CONTACT FOR ORDERING: Veronica Granados

PHONE NUMBER: (702) 839-6528

EMAIL: Veronica-Granados@deanfoods.com

POINT(S) OF CONTACT FOR INVOICING & PAYMENT: Marla Brockman

PHONE NUMBER: (702) 839-6531

EMAIL: Marla-brockman@deanfoods.com

Product Quality

Acceptance of supplies awarded under this solicitation will be limited to fresh product. All products delivered under this contract must conform to the following **freshness requirements**. Fluid dairy products and other dairy products shall have sufficient remaining shelf life commensurate with good commercial practice. Each container, carton, etc. shall have visible, legible, and understandable "sell-by-date" or equivalent.

1. Milk, Whipping Cream (fresh), Cream (fresh) and Half-and-Half (fresh), Ice Milk Mix, Fresh (soft serve), Milk Shake Mix, Fresh (direct draw), Buttermilk and Eggnog must be delivered with a minimum 10 days shelf life remaining.
2. Whipping Cream (ultra-pasteurized), Half-and-Half (ultra-pasteurized), and Cream (ultra-pasteurized) must be delivered with a minimum 14 days shelf life remaining.
3. Cottage Cheese, cultured and acidified, normal and extended shelf life must be delivered with a minimum 14 days shelf life remaining.
4. Sour Cream must be delivered with a minimum 21 days shelf life remaining.
5. Yogurt must be delivered with a minimum of 18 days shelf life remaining.
6. Ice Cream must be delivered with a minimum 120 days shelf life remaining.

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

Deliveries and Performance

I. ITEM AVAILABILITY

All items must be available in sufficient quantities to fill the customers' requirements. All deliveries must be made in within 48 hours after order placement or lead times stated in contract unless otherwise authorized by the customer.

II. DELIVERY INSTRUCTIONS

- A. Deliveries shall be made FOB Destination to each ordering activity and shall be free of damage, with all packing and packaging intact.
- B. Deliveries shall be made when and as requested by the Ordering Officer(s) of the activity concerned, and shall be accompanied by the delivery ticket of the dealer in triplicate, showing the exact quantities delivered. Deliveries shall be made by the contractor any day except Holidays, between the hours and location specified by the ordering officer (see Delivery Points /Schedule).
- C. Deliveries are required as indicated and between the hours listed on the delivery under Times/Frequency. Occasionally, delivery times may need to be readjusted by the ordering activity.
- D. The customer will be responsible to notify the contractor of any changes in location or departure date.
- E. The contractor warrants that they will provide a person and telephone number where orders and changes can be received between 9:00 am and 4:00 pm, Monday through Saturday.

III. DELIVERY VEHICLE REQUIREMENTS

- A. Supplies transported in vehicles that are not sanitary, or that have not maintained the proper temperatures, may be rejected at destination without further inspection.
- B. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

IV. SUBSTITUTIONS

- A. If an item is not available, vendor is NOT to substitute an item without having a separate purchase order for the additional item. Customer MUST zero-out unavailable item(s) in STORES. Customer will be directly responsible for payment of any items not appearing on a STORES purchase order.
- B. The customer must authorize any substitution to their order prior to delivery. Substitutions must be of the same or higher quality and at the same or lower price. Payment of items will be based on the price in the vendor's electronic catalog. Therefore, firms that submit an invoice reflecting a higher price for substituted items will not be paid the full amount and will only be reimbursed for the unit price shown in the catalog.
- C. If the price of the substituted item is lower than the price of the item originally ordered, then the vendor shall invoice at the lower price and not the catalog price.

V. HOLIDAYS

- A. All orders are to be delivered on the specified delivery date, except for Federal holidays as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next scheduled business day, unless otherwise agreed to by the customer.

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

NOTE: Saturday holidays are celebrated on the preceding Friday; Sunday holidays are celebrated on the following Monday.

VI. EMERGENCY ORDERS

- A. In order to adequately support emergency order, the vendor must have the ability to provide "same day service" to a customer that is experiencing an emergency situation.
- B. The vendor shall provide, at maximum, two (2) emergency orders per month, per individual ordering activity or individual ship or vessel, at no additional cost to the Government.
- C. The vendor is responsible for furnishing the name of the designated point of contact responsible for handling emergency orders, and his/her phone number and/or pager number, to the customers.

VII. AUTHORIZED RETURNS

- A. The contractor shall accept returns under the following conditions:
 - 1. Products shipped in error;
 - 2. Products damaged in shipment;
 - 3. Products with concealed or latent damage;
 - 4. Products that are recalled;
 - 5. Products that do not meet shelf life requirements;
 - 6. Products that do not meet the minimum quality requirements;
 - 7. Products delivered in unsanitary vehicles;
 - 8. Quantity excess as a result of order input error and/or Purchase Ratio Factor error.
- B. Any other conditions not specified above that are deemed to be valid reasons for return by the customer.

VIII. SHORT SHIPMENTS/SHIPPING ERRORS

- A. All short shipments must be annotated by the receiving official on the delivery ticket/invoices accompanying the shipment.
- B. Any product delivered in error must be picked up by the vendor on the same day or by the next delivery day after notification by the ordering activity.

IX. DELIVERY

- A. A delivery ticket will accompany each delivery citing order number, unit price, itemized, extended and totaled.
- B. It is mandatory that the Delivery Ticket include the contract number, call number, lead CLIN number, purchase order number, government unit of issue. Total quantity shall be based on Government unit of issue.
- C. Prices cited on delivery tickets for STORES orders will be the prices at the time of order and not the prices at time of delivery.
- D. All deliveries exclude national legal holidays unless otherwise indicated by ordering activity.

- E. Items will be off-loaded from the contractor(s) vehicle(s) and contractor personnel will place items delivered inside the dining halls, etc. Deliveries to ships shall be brought to the brow of the vessel, when applicable.

Rapid Gate Requirement and/or Other Security Programs

Many bases currently require enrollment in RapidGate and/or other security programs and will not allow entry without RapidGate clearance. During the contract implementation period, the Contractor must contact all customer locations to determine whether enrollment in RapidGate or another security program is required for access to each location. If RapidGate or other security enrollment is required, the contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have RapidGate clearance may result in a vendor being turned away from the base and being unable to complete delivery. The contractor is responsible for the additional cost for RapidGate enrollment and must ensure that a RapidGate enrolled driver is available for all deliveries. We currently estimate that RapidGate enrollment will cost about \$250 per company and \$200 per enrolled employee for 1 year of access to multiple locations, but the cost of RapidGate or other security enrollment may vary, so the contractor should contact RapidGate to determine its own costs. If more than one driver is required, RapidGate enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment in RapidGate is encountered during the implementation period, the contractor MUST contact RapidGate and/or the Security Officer at the applicable customer locations to resolve any issues with processing RapidGate enrollment so that the contractor will be able to deliver as required. For additional information regarding RapidGate, including enrollment instructions, please visit their website at <http://www.rapidgate.com>.

Schedule of Delivery Points:**Group 1: Nellis AFB, NV and Creech AFB, NV**

Customers	Delivery Time	Frequency
Ordering DODAAC: FT9414 Ship To DODAC: FT9413 Youth Center Building #2999 110 Strafford Nellis AFB, NV 89191 POC: Chloe Vasquez 702-652-5885	6:00am – 7:30am	Two deliveries per week; Monday, Tuesday, and Wednesday
Ordering DODAAC: FT9414 Ship To DODAC: FT9414 CDC #I Building #2966 5085 John Chapman Parkway Nellis AFB, NV 89191 POC: Chloe Vasquez 702-652-5885	6:00am – 7:30am	Five deliveries per week; Monday through Friday;
Ordering DODAAC: FT9414 Ship To DODAC: FT9422 CDC #II Building #2967 5089 John Chapman Parkway Nellis AFB, NV 89191 POC: Chloe Vasquez 702-652-5885	6:00am – 7:30am	Five deliveries per week; Monday through Friday;
Ordering DODAAC: FT9414 Ship To DODAC: FT9415 CDC #III Building #600 4207 Duffer Drive Nellis AFB, NV 89191 POC: Chloe Vasquez 702-652-5885	6:00am – 7:30am	Five deliveries per week; Monday through Friday;
Ordering DODAAC: FT4852 Ship To DODAC: FT4852 Mike O'Callaghan Federal Hospital 4700 Las Vegas Boulevard Nellis AFB, NV 89191 POC: SSgt Lester Marshall 702-653-2173	5:00am – 10:00am	Six deliveries per week; Monday through Saturday

Schedule of Delivery Points:**Group 1: Nellis AFB, NV and Creech AFB, NV (cont'd)**

Customers	Delivery Time	Frequency
Ordering DODAAC: FT9036 Ship To DODAC: FT9037 Crosswinds Inn 4551 Ellsworth Nellis AFB, NV 89191 POC: SRA Steven Jonson 702-652-6741	5:00am – 7:00am	Six deliveries per week; Monday through Saturday;
Ordering DODAAC: FT9036 Ship To DODAC: FT9104 Flight Kitchen 4447 Tyndall Avenue Building #294 Nellis AFB, NV 89191 POC: A1C Denise Redman 702-652-5410	6:00am – 9:00pm	Six deliveries per week; Monday through Saturday;
Ordering DODAAC: FT9039 Ship To DODAC: FT9265 Guardian Hall @ Creech AFB 1210 Voodoo Road, Creech AFB Indian Springs, NV 89018 POC: Sophia Olds 702-404-0925	6:00am – 10:00pm	Two deliveries per week; Tuesday and Friday

*Please note that Air National Guard customers typically place orders up to 30 days before their scheduled RDD. Please make arrangements to remind your firm's ordering and shipping departments of the shipping date of these orders or missed deliveries will count against your performance record. Also, the pricing for these orders is according to the day they are placed, not the day they are delivered, in the case a monthly Economic Price Adjustment occurs between the order receipt date and the RDD.

Except for deliveries made to ships, vendors are required to shelf stock in accordance with standard commercial practice unless otherwise directed by the customer.