

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 1000048929	PAGE 1 OF 6	
2. CONTRACT NO. SPE300-17-D-V251	3. AWARD/EFFECTIVE DATE 2016 NOV 06	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-16-R-0047	6. SOLICITATION ISSUE DATE 2016 AUG 22		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME	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 Reilano PAA1216 Tel: 216-737-0750 Email: Olivia.Reilano@dfa.mil		CODE SPE300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311812 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:1000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 10 days		13b. RATING		
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY SEE BLOCK 9 Critically PAS: None			
17a. CONTRACTOR/ OFFEROR ALTA-DENA CERTIFIED DAIRY, LLC DBA ALTA DENA CERTIFIED DAIRY, LLC 17637 E VALLEY BLVD CITY OF INDUSTRY CA 91744-5731 USA TELEPHONE NO. 6269646401		CODE 3MCW6	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			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) \$157,751.78		
<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"/> 29. AWARD OF CONTRACT: REF. SPE300-16-R-0047 OFFER DATED 2016-Oct-20 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) Hem Shah General Sales Mgr.		30c. DATE SIGNED 10/31/16	31b. NAME OF CONTRACTING OFFICER (Type or Print) Christina M. Miller		31c. DATE SIGNED 2016 OCT 27	

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-17-D-V251	PAGE 3 OF 6 PAGES
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BLOCK 25  
25% GUARANTEED MINIMUM: \$39,437.95  
250% MAXIMUM DOLLAR VALUE: \$394,379.45

BLOCK 26  
TOTAL AWARD AMOUNT FOR A THREE-YEAR PERIOD IS \$157,751.78

THE CONTRACT PERIOD OF PERFORMANCE IS FROM NOVEMBER 6, 2016 TO NOVEMBER 2, 2019.  
Tier 1: Nov. 6, 2016 - Nov. 3, 2018  
Tier 2: Nov. 4, 2018 - Nov. 2, 2019

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**Part 12 Clauses****252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)  
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

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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 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](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://ase.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.

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(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) *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.Award SPE300-17-D-V251 Unsigned	Award SPE300-17-D- V251.pdf

## Schedule of Items

### DESCRIPTION/SPECIFICATIONS:

Group III: Delivery to customers at Port Hueneme, California

Class 1 Items Firm Fixed Price with EPA Adjustments (November 6, 2016 - November 2, 2019)

Item Number (LSN)	Description/Specification	Product Code	Estimated Annual Qty per Unit	Price per Unit	Total Price per Unit (Unit)
891001E110569	BUTTERMILK, CHL, HALF GAL	22163	346		
891001E110586	EGGNOG, CHL, QUART	22165	126		
891001E112398	MILK, CHOC, NONFAT, CHL, 6 GAL BIB	14480	540		
891001E114723	MILK, LOW FAT, CHL, 1% MILK FAT, GAL	21201	927		
891001E110543	MILK, REDUCED FAT, CHL, 2% MILK FAT, GAL	21184	30		
891001E112149	MILK, REDUCED FAT, CHL, 2% MILK FAT, 6 GAL BIB	14446	1,280		
891001E116396	MILK, SOY, SILK, PLAIN, CHL, HALF GAL	22211	818		
891001E110531	MILK, WHOLE, CHL, GAL	21185	875		

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

**DESCRIPTION/SPECIFICATIONS:**

**Group III: Delivery to customers at Port Hueneme, California**

**Class 2 Items Firm Fixed Price for Tier 1: November 6, 2016 - November 3, 2018**

Item Code	Description	Unit	Quantity	Price	Total Price
891001E113402	CHEESE, COTTAGE, CHL, CREAMED, LG OR SM CURD, 5 LB CO	63	14508		
891001E113403	CHEESE, COTTAGE, LOW FAT, CHL, CREAMED, LG OR SM CURD, 5 LB CO	471	14512		
891001E11059B	CREAM, HEAVY, MIN 36% MILK FAT, PINT	206	43018		
891001E11805R	CREAM, MFG, CHL, HALF GAL	46	14546		
891001E114536	SOUR CREAM, CHL, CULTURED OR ACIDIFIED, 5LB CO	641	14518		
VARIOUS	YOGURT, LOW FAT, ASSORTED, CHL, 6 OZ CO	3,306	See Below		

Flavor	Price
Peach	22955
Blueberry	22956
Strawberry Banana	22957
Strawberry	23119



**DESCRIPTION/SPECIFICATIONS:**

**Group III: Delivery to customers at Port Hueneme, California**

**Class 2 Items Firm Fixed Price for Tier 2: November 4, 2018 - November 2, 2019**

Item Description	Quantity	Unit	Estimated Annual Quantity	Price per Unit	Total Price per Unit (Tier 1)
891001E113402 CHEESE, COTTAGE, CHL, CREAMED, LG OR SM CURD, 5 LB CO	14508		63		
891001E113403 CHEESE, COTTAGE, LOW FAT, CHL, CREAMED, LG OR SM CURD, 5 LB CO	14512		471		
891001E110598 CREAM, HEAVY, MIN 36% MILK FAT, PINT	49018		200		
891001E118058 CREAM, MFG, CHL, HALF GAL	14540		46		
891001E114536 SOUR CREAM, CHL, CULTURED OR ACIDIFIED, 5 LB CO	14518		641		
VARIOUS YOGURT, LOW FAT, ASSORTED, CHL, 6 OZ CO	See Below		3,306		

Item Description	Quantity
Peach	22955
Blueberry	22956
Strawberry Banana	22957
Strawberry	23119

Tier 1 (Inc. Fluid Milk)	
Tier 2	
Aggregate	\$157,751.78

Guaranteed  
 Minimum: \$39,437.95  
 250 % Max: \$394,379.45

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 SPE300-16-R-0047 (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:**

Order Department  
Phone: (800) 533-2479  
Fax: (888) 454-7704  
Email: [altadena\\_orders@deanfoods.com](mailto:altadena_orders@deanfoods.com)

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

Credit Department  
Phone: (626) 854-4237  
Fax: (626) 854-4295

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)**



		Z11412 USCGC Midgett Z11702 USCGC Waesche Z12104 USCGC Active Z12109 USCGC Steadfast Z12116 USCGC Alert Z15248 USCGC Aspen Z15252 USCGC Hickory Z15530 USCGC George	
<i>Various</i>	<i>Various</i>	<b>US Navy Ships docking at Port Hueneme</b>	<b><i>As Needed</i></b>

**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 Inter-Service Supply Support Operations Program (ISSOP) monitors the contractor 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 NAVSUP Fleet Logistics Center (FLC) when making deliveries of their product.

Signed delivery tickets (i.e., annotated and signed copies of the receipt documents) must be dropped off at the NAVSUP FLC Office or Drop Box, prior to the delivery truck departing from the base, depending on the individual requirement of each customer. Signed delivery tickets may also be faxed within 24 hours of delivery.

### **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 CALIFORNIA.**