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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED:	PAGE 3 OF 4 PAGES
	SPE300-18-D-V307	

Part 12 Clauses

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) DFARS

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) DFARS

As prescribed in 232.7004(b), use the following clause:

- (a) Definitions. As used in this clause-
- "Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
- "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
- "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
- (b) *Electronic invoicing*. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS <u>252.232-7003</u>, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall-
 - (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
 - (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
 - (1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s).

Note: If a "Combo" document type is identified but not supportable by the

Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report"

(stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED:	PAGE 4 OF 4 PAGES
	SPE300-18-D-V307	

Part 12 Clauses (CONTINUED)

Field Name in WAWF	Data to be entered in WAWF
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule"

if multiple ship to/acceptance locations apply, or "Not applicable.")

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

- (g) WAWF point of contact.
 - (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013) DFARS

52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

Standard Element ZB_204_7009 has no Title

Attachments

List of Attachments

File Name	Description
ATTACH_Attachment 1	Attachment 1 to Award Meadow Gold SPE300-18- D-V307.docx
ATTACH_Attachment 2	Copy of Attachment 2 to Award SPE30018DV3072. xlsx
ATTACH_	SPE30018DV307 Award Signed by Meadow Gold. pdf

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Part 12 Clauses

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) DFARS

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 - (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.
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Routing Data Table*

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED:	PAGE 4 OF 4 PAGES
	SPE300-18-D-V307	

Part 12 Clauses (CONTINUED)

Field Name in WAWF	Data to be entered in WAWF
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule"

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- (g) WAWF point of contact.
 - (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

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(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013) DFARS

52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

Standard Element ZB_204_7009 has no Title

Attachments

List of Attachments

File Name	Description
ATTACH_Attachment 1	Attachment 1 to Award Meadow Gold SPE300-18- D-V307.docx
ATTACH_Attachment 2	Copy of Attachment 2 to Award SPE30018DV3072. xlsx

SPE300-18-D-V307 Page 1 of 6

Terms of Indefinite Delivery Purchase Order (IDPO) Contract

The duration of the contract is for a term of 18 months or \$250,000.00, whichever occurs first. 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 remain firm fixed for the life of the contract. **The effective period for any contract resulting from this solicitation shall be from July 22, 2018 until January 18, 2020, or \$250,000.00, whichever occurs first.**

ESTIMATED DOLLAR VALUE OF AWARD GROUP I: \$138,561.58 MAXIMUM DOLLAR VALUE: \$250,000.00

This contract incorporates by reference all of the terms and conditions found in the following documents: SPE300-18-R-X022 (solicitation dated April 26, 2018), SPE300-18-R-X022-0001 (Amendment 0001 dated May 9, 2018), SPE300-18-R-X022-0002 (Amendment 0002 dated May 17, 2018) and the awardee's offer(s) dated May 22, 2018 and May 31, 2018.

Vendor shall submit one (1) invoice per purchase order.

Points of Contact

POINT(S) OF CONTACT FOR ORDERING: Veronica Granados

PHONE NUMBER: (702) 839-6528

EMAIL: <u>Veronica-Granados@deanfoods.com</u>; <u>mglv_orders@deanfoods.com</u>

POINT(S) OF CONTACT FOR INVOICING & PAYMENT: Carolyn Thompson

PHONE NUMBER: (801) 907-0584

EMAILMG LV AR@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.

SPE300-18-D-V307 Page 2 of 6

- 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.

Customers must place orders by 10:00 A.M. Pacific Daylight Time.

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.

SPE300-18-D-V307 Page **3** of **6**

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

SPE300-18-D-V307 Page **4** of **6**

A. A delivery ticket will accompany each delivery citing order number, unit price, itemized, extended and totaled.

- B. It is <u>mandatory</u> 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.

FOR ALL DELIVERY LOCATIONS IN GROUP I:

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: RapidGate 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)

SPE300-18-D-V307 Page **5** of **6**

Schedule of Deliveries

Group 1: Nellis AFB, NV and Creech AFB, NV

<u>Customers</u>	Delivery Time	<u>Frequency</u>			
Ordering DODAAC: FT9414					
Ship To DODAC: FT9413	6:00am – 7:30am	Three deliveries per			
Youth Center		week;			
Building #2999		Monday, Tuesday, and			
110 Strafford		Wednesday			
Nellis AFB, NV 89191					
POC: Chloe Vasquez					
702-652-5885					
Ordering DODAAC: FT9414 Ship To					
DODAC: FT9414	6:00am – 7:30am	Five deliveries per week;			
Child Development Center I		Monday through Friday;			
5085 John Chapman Parkway					
Building #2966					
Nellis AFB, NV 89191					
POC: Chloe Vasquez					
702-652-5885					
Ordering DODAAC: FT9414 Ship To					
DODAC: FT9422	6:00am 7:30am	Five deliveries non week			
Child Development Center #II	6:00am – 7:30am	Five deliveries per week;			
5089 John Chapman Parkway Building #2967		Monday through Friday;			
Nellis AFB, NV 89191					
POC: Chloe Vasquez					
702-652-5885					
Ordering DODAAC: FT9414 Ship To					
DODAC: FT9415					
Child Development Center # III	6:00am – 7:30am	Five deliveries per week;			
4207 Duffer Drive	o.ooam 7.ooam	Monday through Friday;			
Building #600		menday ameagn maay,			
Nellis AFB, NV 89191					
POC: Chloe Vasquez					
702-652-5885					
Ordering DODAAC: FT4852 Ship To					
DODAC: FT4852					
Mike O'Callaghan Federal Hospital	5:00am – 10:00am	Six deliveries per week;			
4700 Las Vegas Boulevard North		Monday through			
Building 1300		Saturday			
Nellis AFB, NV 89191					
POC: SrA Zhi Yang					
702-653-2173					

SPE300-18-D-V307 Page **6** of **6**

Schedule of Delivery Points:

Group 1: Nellis AFB, NV and Creech AFB, NV (cont'd)

Customers	Delivery Time	<u>Frequency</u>				
Ordering DODAAC: FT9036 Ship To DODAC: FT9104 Touch n' go Flight Kitchen 4447 Tyndall Avenue Building #294 Nellis AFB, NV 89191 POC: Shelby Luttrell 702-652-5410	6:00am – 9:00am	Six deliveries per week; Monday through Saturday;				
Ordering DODAAC: FT9039 Ship To DODAC: FT9265 Guardian Hall at Creech AFB 1210 Voodoo Road, Creech AFB Indian Springs, NV 89018 POC: Gwendolyn McGirt 702-404-0925	6:00am – 10:00am	Six deliveries per week; Monday through Saturday;				
Ordering DODAAC: FT9036 Ship To DODAC: FT9037 Crosswinds Dining Hall 4551 Ellsworth Avenue Building 790 Nellis AFB, NV 89191 POC: Samuel Markos 702-652-6741	5:00am – 7:30am	Six deliveries per week; Monday through Saturday;				

^{*}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.

PAGE 1 OF 1 SCHEDULE OF ITEMS GROUP (I)

SPE300-18-D-V307 Attachment #2 - Schedule of Items Nevada (Nellis AFB & Creech AFB) FLUID DAIRY ITEMS (ITEMS #1 - 8)(JULY 22, 2018 - JANUARY 18, 2020)

CLIN#	LSN or NSN	ITEM DESCRIPTION	CONTAINER SIZE	EST. USAGE (18) MONTHS FLUID MILK	UNIT	PRODUCT CODE	FLUID MILK PRICE - (Fixed w/ EPA)	OTHER DAIRY Price	Aggregrate FLUID MILK PRICE (Fixed w/EPA)	Aggregate OTHER DAIRY PRICE
1	891001E110532	MILK, WHOLE, CHL, 1/2 PT CO	Half Pint (HP)	42,848	СО	52057				
2	891001E110536	MILK, WHOLE, CHL, 1 GAL CO	1 Gallon (CO)	5,882	СО	52068				
3	891001E110539	MILK, LOW FAT, CHL, 1% MILK FAT, 1/2 PT CO	Half Pint (HP)	42,645	СО	57796				
4	891001E110546	MILK, REDUCED FAT, CHL, 2% MILK FAT, 1/2 PT CO	Half Pint (HP)	53,331	СО	52058				
5	891001E110550	MILK, NONFAT, CHL, 1/2 PT CO	Half Pint (HP)	30,525	СО	57801				
6	891001E112152	MILK, REDUCED FAT, CHL, 2% MILK FAT, 5 GAL BIB	BIB (5 Gallons)	338	СО	40015				
7	891001E112161	MILK, LOW FAT, CHL, 1% MILK FAT, 5 GAL BIB	BIB (5 Gallons)	3,344	СО	40048				
8	891001E112184	MILK, CHOC, LOW FAT, CHL, 1% MILK FAT, 1/2 PT CO	Half Pint (HP)	33,300	СО	45837				
9	891001E110598	CREAM, HEAVY, CHL, MIN 36% MILK FAT, 1 PT CO	1 Pint (CO)	92	СО	57438				
10	891001E110615	SOUR CREAM, CHL, CULTURED, MIN 18% MILK FAT, 5 LB CO	5 LB (CO)	518	СО	40073				
11	891001E220382	SHERBET, ASSORTED, FZN, 3 OZ, 24/PG	3 Ounces, 24 PG	24	СО	43581				
12	891001E112596	ICE CREAM MIX, REDUCED FAT, CHOC, CHL, LIQ, 1 GAL CO, FOR SOFT SERVE DISPENSER	1 Gallon (CO)	248	СО	45835				
13	891001E112597	ICE CREAM MIX, REDUCED FAT, VANILLA, CHL, LIQ, 1 GAL CO, SOFT SERVE DISPENSER	1 Gallon (CO)	386	СО	49649				
14	891001E112606	CHEESE, COTTAGE, LOW FAT, CHL, CREAMED, LARGE OR SMALL CURD, 1 LB CO	1 Pound (CO)	3,782	СО	40099				
15	891001E114765	CHEESE, COTTAGE, LOW FAT, CHL, LARGE OR SMALL CURD, 5 LB CO (AP HILL)	5 LB CO	407	СО	14512				
16	Various	ASSORTED YOGURT, LOW FAT, CHL, BLENDED, 6 OZ CO	6 Ounce (CO)	46,406	СО	Various				
	891001E111775	YOPLAIT RASPBERRY				12190				
	891001E111771	YOPLAIT PEACH				22955	1			
	891001E111767	YOPLAIT BLUEBERRY				22956	4			
	891001E111779	YOPLAIT STRAWBERRY BANANA				22957	4		Total Aggregate	\$138,561.58
	891001E111777	YOPLAIT STRAWBERRY				23119	J			