

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

1. REQUISITION NUMBER  
1000084134

PAGE 1 OF 4

2. CONTRACT NO. SPE300-20-D-V362

3. AWARD/EFFECTIVE DATE 2020 FEB 18

4. ORDER NUMBER

5. SOLICITATION NUMBER SPE300-20-R-X013

6. SOLICITATION ISSUE DATE 2020 JAN 10

7. FOR SOLICITATION INFORMATION CALL: 

a. NAME

b. TELEPHONE NUMBER (No collect calls)

8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE SPE300

DLA TROOP SUPPORT  
DIRECTORATE OF SUBSISTENCE  
700 ROBBINS AVENUE  
PHILADELPHIA PA 19111-5096  
USA  
Local Admin: Jan Luo DJL0002 Tel: DSN444-3424  
Email: jan.luo@dla.mil

10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR:

SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM

HUBZONE SMALL BUSINESS  EDWOSB NAICS: 311511

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8 (A) SIZE STANDARD: 1000

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

12. DISCOUNT TERMS Net 30 days

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

13b. RATING

14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE SPE300

SEE BLOCK 9  
Criticality PAS: None

17a. CONTRACTOR/ OFFEROR CODE 4SFC7 FACILITY CODE

SOUTHERN FOODS GROUP, LLC DBA  
MEADOW GOLD DAIRY  
109 S BROADWAY  
BILLINGS MT. 59101-4134  
USA

18a. PAYMENT WILL BE MADE BY CODE SL4701

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

TELEPHONE NO. 4062522118

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED.  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

25. ACCOUNTING AND APPROPRIATION DATA

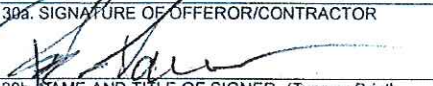
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$250,000.00

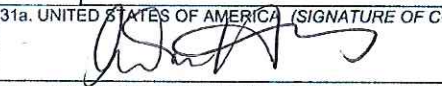
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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

29. AWARD OF CONTRACT: REF. SE300-20-R-X013 OFFER DATED 2020-Jan-21 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS: ALL TERMS AND CONDITIONS

30a. SIGNATURE OF OFFEROR/CONTRACTOR 

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 

30b. NAME AND TITLE OF SIGNER (Type or Print) Rob Adanson Area Sales Director

30c. DATE SIGNED 2-18-20

31b. NAME OF CONTRACTING OFFICER (Type or Print) Alicia Nichols-Harris

31c. DATE SIGNED 2020 FEB 18

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

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

BLOCK 25.  
MAXIMUM DOLLAR VALUE IS \$250,000.00

BLOCK 26.  
TOTAL AWARD AMOUNT FOR A TWO YEAR PERIOD IS \$57,734.40  
THE CONTRACT PERIOD OF PERFORMANCE IS FROM MARCH 15, 2020 - MARCH 12, 2022.

Attachments:  
Attachment #1 Award Document  
Attachment #2 Schedule of Items

**Part 12 Clauses****52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR****252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS****252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019) DFARS****52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR****252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS****Standard Element ZB\_204\_7018 has no Title****Attachments****List of Attachments**

File Name	Description
ATTACH_Attachment_1_Award_Document	AWARD SPE30020DV362
ATTACH_Attachment_2_Schedule_of_Items	SPE30020DV362 Attach

### Terms of Indefinite Quantity Contract

The duration of the contract is for a term of 24 months (twenty-four month) period or \$250,000.00, whichever comes 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 pricing will remain firm fixed. **The effective period for any contract resulting from this solicitation shall be from (March 15, 2020 - March 12, 2022).**

ESTIMATED DOLLAR VALUE OF AWARD FOR GROUP I: **\$57,734.40**  
MAXIMUM DOLLAR VALUE: \$250,000.00 OR 24 months WHICH EVER COMES FIRST.

This contract incorporates by reference all of the terms and conditions found in the following documents: SPE300-20- R-X013, solicitation dated January 10, 2020 - January 21, 2020.

There is a \$50.00 minimum order requirements for all orders placed under this contract. The vendor is not obligated to make deliveries that are under \$50.00.

Note: ALL PRICING IS AT THE TIME THE ORDER IS PLACED, NOT DELIVERED.

### Points of Contact

**POINT(S) OF CONTACT FOR ORDERING: Customer Care Center**

**PHONE NUMBER: 1-800-533-2479**

**EMAIL: [MGgreatfalls\\_customerservice@deanfoods.com](mailto:MGgreatfalls_customerservice@deanfoods.com)**

**Fax: 626-322-3649**

**POINT(S) OF CONTACT FOR INVOICING & PAYMENT: Carol Halvorson**

**PHONE NUMBER: 406-254-6233**

**EMAIL: [Carol\\_Halvorson@deanfoods.com](mailto:Carol_Halvorson@deanfoods.com)**

**Note: Please notify any changes to employees Point of Contact (Ordering, Invoicing & payment)  
Please contact Jan Luo (215-737-3424)**

**Vendor must register in AMP and STORES System**

**Place of Performance:**

312 3rd Ave S  
Great Falls, MT 59405  
Cage Code: 4SFC7

### Purchase Order:

**There shall only be one invoice per purchase order and only one purchase order per day. This will reduce invoice and payment issues. At no time is a delivery driver permitted to deliver items that do not appear on the purchase order.**

**All order must be place by 10:00 am to meet delivery schedule.**

### 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.

VIEW MONTHLY ECONOMIC PRICE ADJUSTMENT INFORMATION TO ADJUST YOUR FLUID MILK ITEM PRICING. PLEASE VISIT THE DLA TROOP WEBSITE AT:

<http://troopsupport.dla.mil/subs/pv/mrepa/milkepa.asp>

### 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>.





**SPE300-20-R-X013 Schedule of Items:**  
**Group I: Montana**  
**Vendor:Southern Foods Group LLC. DBA Meadow Gold Dairy**  
**FLUID DAIRY ITEMS #1-14/Other Dairy Items #15-20**  
**FIRM FIXED PRICES WITH EPA for Milk and Other Dairy Items**  
**(March 15, 2020 - March 12, 2022)**

**NOTE \*\*: All Items will be delivered by CASE**

CLINS #	ITEM DESCRIPTION	STOCK NUMBER	EST. USAGE (24) MONTHS FLUID MILK and OTHER DAIRY	SPECIFY PRODUCT CODE	CASE COUNT	FLUID MILK PRICE (Fixed w/ EPA)	OTHER DAIRY(Fixed Firm Price)	AUTO CALC SUB-TOTAL FLUID MILK	AUTO CALC SUB-TOTAL OTHER DAIRY	NOTE
1	MILK, WHOLE, CHL, 1/2 GAL CO	891001E110535	3,305	52069	9					<u>MUST ORDER BY CASE (9 UNITS PER CASE)</u>
2	MILK, LOW FAT, CHL, 1% MILK FAT, 1/2 PT CO	891001E110539	18,679	52971	48					<u>MUST ORDER BY CASE (48 UNITS PER CASE)</u>
3	MILK, LOW FAT, CHL, 1% MILK FAT, 1/2 GAL CO	891001E110541	8,410	52075	9					<u>MUST ORDER BY CASE (9 UNITS PER CASE)</u>
4	MILK, REDUCED FAT, CHL, 2% MILK FAT, 1/2 PT CO	891001E110546	13,087	52061	48					<u>MUST ORDER BY CASE (48 UNITS PER CASE)</u>
5	MILK, NONFAT, CHL, 1/2 PT CO	891001E110550	2,836	52056	48					<u>MUST ORDER BY CASE (48 UNITS PER CASE)</u>
6	MILK, REDUCED FAT, CHL, 2% MILK FAT, 5 GAL BIB	891001E112152	48	40014	1					
7	MILK, LOW FAT, CHL, 1% MILK FAT, 5 GAL BIB	891001E112160	50	40048	1					
8	MILK, CHOC, NONFAT, CHL, 1/2 PT CO	891001E112203	24,952	52056	48					<u>MUST ORDER BY CASE (48 UNITS PER CASE)</u>
9	MILK, CHOC, LOW FAT, CHL, 1% MILK FAT, 5 GAL BIB	891001E112644	4	40051	1					
10	DELETED ITEM									
11	MILK, SOY, SILK, PLAIN, CHL, 1/2 GAL CO	891001E116336	222	22211	6					<u>MUST ORDER BY CASE (6 UNITS PER CASE)</u>
12	MILK, LACTOSE FREE, REDUCED FAT, CHL, 2% MILK FAT, 1/2 GAL CO	891001E120328	102	56743	6					<u>MUST ORDER BY CASE (6 UNITS PER CASE)</u>
13	MILK, CHOC, LOW FAT, CHL, 1% milk fat, 14 oz co, 12 per cs	891001E221474	114	51064	n/a					
14	MILK, REDUCED FAT, CHL, 2% milk fat, 14 fl oz co, 12 per cs	891001E221475	119	56781	n/a					
15	SOUR CREAM, CHL, CULTURED, MIN 18% MILK FAT, 5 LB CO	891001E110615	56	10498	2					<u>MUST ORDER BY CASE (2 UNITS PER CASE)</u>
16	CHEESE, COTTAGE, LOW FAT, CHL, CREAMED, LARGE OR SMALL CURD, 5 LB CO	891001E113403	80	40085	4					<u>MUST ORDER BY CASE (4 UNITS PER CASE)</u>
17	DELETED ITEM									
18	ICE CREAM, SANDWICH, FZN, VANILLA, W/CHOC WAFERS, MIN 2.5 OZ, 24/CO	891001E114881	50	54855	n/a					
19	ICE CREAM, VANILLA, FZN, MIN 10% MILK FAT, 4 OZ CO, 24/BOX	891001E115596	50	63084	n/a					
20	DELETED ITEM									

<b>Total Aggregate</b>	<b>\$57,734.40</b>