

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

1. REQUISITION NUMBER 1000039355		PAGE 1 OF 4	
2. CONTRACT NO. SPE300-16-D-W480	3. AWARD/EFFECTIVE DATE 2015 DEC 07	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-15-R-0035
		6. SOLICITATION ISSUE DATE 2015 AUG 25	

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: James Barr PSPTPBQ Tel: 215-737-7975 Fax: 215-737-4246 Email: JAMES.BARR@DLA.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"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A)	NAICS: 311812 SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS: None	CODE SPE300
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17a. CONTRACTOR/ OFFEROR BIMBO BAKERIES USA, INC DBA BIMBO BAKERIES USA 255 BUSINESS CENTER DR STE 200 HORSHAM PA 19044-3424 USA TELEPHONE NO. 4028450341	CODE 1RBL5	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				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$23,454.63
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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 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. SPE300-15-R-0035 OFFER DATED 2015-Nov-04 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Margaret Whearty</i>
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30b. NAME AND TITLE OF SIGNER (Type or Print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print) Margaret Whearty MARGARET.WHEARTY@DLA.MIL PSPTPBL	31c. DATE SIGNED 2015 DEC 07
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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 (*YYMM/DD*)

42d. TOTAL CONTAINERS

All clauses from solicitation SPE300-15-R-0035 and Amendment 0001 to this solicitation are hereby incorporated by reference. The estimated dollar value for this contract is \$23,454.63 with a 10% minimum value of \$2,345.46 and a 250% maximum value of \$58,636.58.

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS**PID Data - Custom Clause**

Insert (copy and paste) text for – PID information here

SECTION F - DELIVERIES OR PERFORMANCE

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

SECTION I - CONTRACT CLAUSES

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

52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD

(c) The offeror should check here to opt out of this clause:

[] . Alternate wording may be negotiated with the contracting officer.

SECTION J - LIST OF ATTACHMENTS**List of Attachments**

Description	File Name
ATTACH.Delivery Schedule	SPE300-16-D-W480 GROUP 3.pdf
ATTACH.Signed contract	Signed SPE300-16-D-W480.pdf

SCHEDULE OF SUPPLIES/SERVICES
Tier 1: 04/03/2016 THROUGH 03/31/2018

Group 3 – NAS New Orleans, LA; US Coast Guard Units in New Orleans, LA; US Navy ships at Avondale Shipyard and New Orleans, LA

ITEM NO.	Supplies/Services	EST. ANNUAL QUANTITY	UNIT PRICE	TOTAL
1.	BREAD, WHITE, FRESH, SLICED, SANDWICH 24 OZ LOAF PKG PRICE TO GOVERNMENT: \$ [REDACTED] PRODUCT CODE <u>7087000100</u>	3,936 LB	\$ [REDACTED]	\$ [REDACTED]
2.	BREAD, WHOLE WHEAT, FRESH, ROUND TOP 20 OZ LOAF PKG PRICE TO GOVERNMENT: \$ [REDACTED] PRODUCT CODE <u>7087000042</u>	4,946 LB	\$ [REDACTED]	\$ [REDACTED]
3.	BREAD, RAISIN, SLICED, FRESH, ROUND TOP 16 OZ LOAF PKG PRICE TO GOVERNMENT: \$ [REDACTED] PRODUCT CODE <u>7313000119</u>	60 LB	\$ [REDACTED]	\$ [REDACTED]
4.	ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE 6 PER 15 OZ PKG PKG PRICE TO GOVERNMENT: \$ [REDACTED] PRODUCT CODE <u>7341013552</u>	518 LB	\$ [REDACTED]	\$ [REDACTED]
5.	ROLLS, FRANKFURTER, WHITE, SLICED, FRESH 12 PER 18 OZ PKG PKG PRICE TO GOVERNMENT: \$ [REDACTED] PRODUCT CODE <u>7087000320</u>	267 LB	\$ [REDACTED]	\$ [REDACTED]
6.	ROLLS, HAMBURGER, FRESH, SLICED, WHITE 12 PER 21 OZ PKG PKG PRICE TO GOVERNMENT: \$ [REDACTED] PRODUCT CODE <u>7087000374</u>	2,961 LB	\$ [REDACTED]	\$ [REDACTED]
7.	BAGELS, VARIETY, FRESH 6 PER 20 OZ PKG PKG PRICE TO GOVERNMENT: \$ [REDACTED]	240 LB	\$ [REDACTED]	\$ [REDACTED]

ITEM NO.	BAGEL FLAVORS	PRODUCT CODE
7.	PLAIN	4812128707
8.	WHOLE WHEAT	4812125505
9.	BLUEBERRY	4812125504
10.	CINNAMON RAISIN	4812120208

*Unit price is the price per pound

ESTIMATED TIER 1 TOTAL GROUP 3: \$ [REDACTED]

SCHEDULE OF SUPPLIES/SERVICESTier 2: 04/01/2018 THROUGH 03/30/2019Group 3 – NAS New Orleans, LA; US Coast Guard Units in New Orleans, LA; US Navy ships at Avondale Shipyard and New Orleans, LA

ITEM NO.	Supplies/Services	EST. ANNUAL QUANTITY	UNIT PRICE	TOTAL
1.	BREAD, WHITE, FRESH, SLICED, SANDWICH 24 OZ LOAF PKG PRICE TO GOVERNMENT: \$ PRODUCT CODE <u>7087000100</u>	1,968 LB	\$	\$
2.	BREAD, WHOLE WHEAT, FRESH, ROUND TOP 20 OZ LOAF PKG PRICE TO GOVERNMENT: \$ PRODUCT CODE <u>7087000042</u>	2,474 LB	\$	\$
3.	BREAD, RAISIN, SLICED, FRESH, ROUND TOP 16 OZ LOAF PKG PRICE TO GOVERNMENT: \$ PRODUCT CODE <u>7313000119</u>	30 LB	\$	\$
4.	ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE 6 PER 15 OZ PKG PKG PRICE TO GOVERNMENT: \$ PRODUCT CODE <u>7341013552</u>	259 LB	\$	\$
5.	ROLLS, FRANKFURTER, WHITE, SLICED, FRESH 12 PER 18 OZ PKG PKG PRICE TO GOVERNMENT: \$ PRODUCT CODE <u>7087000320</u>	133 LB	\$	\$
6.	ROLLS, HAMBURGER, FRESH, SLICED, WHITE 12 PER 21 OZ PKG PKG PRICE TO GOVERNMENT: \$ PRODUCT CODE <u>7087000374</u>	1,580 LB	\$	\$

SCHEDULE OF SUPPLIES/SERVICES

Tier 2: 04/01/2018 THROUGH 03/30/2019

Group 3 – NAS New Orleans, LA; US Coast Guard Units in New Orleans, LA; US Navy ships at Avondale Shipyard and New Orleans, LA

ITEM NO.	Supplies/Services	EST. ANNUAL QUANTITY	UNIT PRICE	TOTAL
7.	BAGELS, VARIETY, FRESH 6 PER 20 OZ PKG PKG PRICE TO GOVERNMENT:	120 LB	\$ [REDACTED]	\$ [REDACTED]

ITEM NO.	BAGEL FLAVORS	PRODUCT CODE
7.	PLAIN	4812128707
8.	WHOLE WHEAT	4812125505
9.	BLUEBERRY	4812125504
10.	CINNAMON RAISIN	4812120208

*Unit price is the price per pound

ESTIMATED TIER 2 TOTAL GROUP 3: \$ [REDACTED]

ESTIMATED 3 YEAR TOTAL FOR GROUP 3: \$ [REDACTED]

SPE300-16-D-W480

Group 3 – NAS New Orleans, LA; US Coast Guard Units in New Orleans, LA; US Navy ships at Avondale Shipyard and New Orleans, LA

WITHIN 48 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.

NON-DELIVERY DAYS ARE SUNDAYS, AND WEDNESDAYS. There is a 7 day (168 hours) order lead time for all items on this contract.

POINT OF CONTACT FOR ORDERING: Ronnie Ford
PHONE NUMBER: 1-504-273-3261/1-225-381-3994

POINT OF CONTACT FOR INVOICING AND PAYMENT: Netty Pavel
npavel@bbumail.com
PHONE NUMBER: 1-866-492-2242 ext. 5056

ALL DELIVERIES EXCLUDE NATIONAL LEGAL HOLIDAYS UNLESS OTHERWISE INDICATED.

INSPECTION:

CONTRACTOR'S DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERINAY INSPECTION POINTS AS DESIGNATED FOR INSPECTION OF HIS PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINT.

Group 3 – NAS New Orleans, LA; US Coast Guard Units in New Orleans, LA; US Navy ships at Avondale Shipyard and New Orleans, LA

	<u>Ordering</u>	<u>Delivery</u>	<u>ACTIVITY</u>	<u>DELIVERY TIME</u>	<u>FREQUENCY</u>
1.	N00206	N00206	NAS New Orleans J.R.B. Supply (Galley) 400 Russell Avenue, Bldg. 23 New Orleans, LA 70143-5000 POC: Steven Hendricks Phone: (504)678-3989 e-mail: Steven.Hendricks1@navy.mil	8:00 ~ 9:00	One (1) delivery per week: Thur
2.	Z30338	Z30338	US Coast Guard Station 1790 Saturn Blvd. New Orleans, LA 70129	7:00 ~ 10:00	Tue, Thur (Excluding Sundays and National Holidays)
3.	Z30335	Z30335	US Coast Guard ISC NOLA Michoud Facility 13800 Old Gentilly Road, New Orleans, LA 70129-2218	8:00 ~ 12:00	Tue, Thur (Excluding Sundays and National Holidays)
4.	Z47710	M26381	Marine Reserve G-4 NOLA 4400 Dauphine St NO, Louisiana 70146	5:00 ~ 16:00	When ships are in port: Mon, Tue, Wed, Thur, Fri (Excluding Sundays and National Holidays)
5.	N00206	N3015A	Ships at Avondale Shipyard Avondale Shipyard 5100 River Road, Gate 5 New Orleans, LA 70058	5:00 ~ 16:00	When ships are in port: Mon, Tue, Wed, Thur, Fri (Excluding Sundays and National Holidays)
6.	N/A	N/A	US Navy Visiting Vessels docked at East & West banks of Mississippi River (Port of New Orleans) New Orleans, LA		

DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.

SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2016-O0001)(OCT 2015)

(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 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.

(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," (see <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 with the exception of the derived security requirement 3.5.3 "Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts", which will be required not later than 9 months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-O0001)(OCT 2015); or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD Chief Information Officer (CIO) prior to contract award; 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.

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://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.

(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 the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and

(2) 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.

DFARS 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls.

**COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS
(DEVIATION 2016-O0001)(OCT 2015)**

(a) Definitions. As used in this provision—

"Controlled technical information," "covered contractor information system," and "covered defense information" are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015).

(b) The security requirements required by contract clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015) shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) If the Offeror anticipates that additional time will be necessary to implement derived security requirement 3.5.3 "Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts" within National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), the Offeror shall notify the Contracting Officer that they will implement the requirement within 9 months of contract award.

(d) If the Offeror proposes to deviate from any of the security requirements in NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(1) Why a particular security requirement is not applicable; or

(2) How an alternative, but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(e) An authorized representative of the DoD CIO will approve or disapprove offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract award. Any approved deviation from NIST SP 800-171 shall be incorporated into the resulting contract.

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

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7. FOR SOLICITATION INFORMATION CALL:		a. NAME	b. TELEPHONE NUMBER (No collect calls)
9. ISSUED BY		CODE	10. THIS ACQUISITION IS

DLA TROOP SUPPORT
 DIRECTORATE OF SUBSISTENCE
 700 ROBBINS AVENUE
 PHILADELPHIA PA 19111-5096
 USA
 Local Adm'n: James Barr PSPTPBQ Tel: 215-737-7975 Fax: 215-737-4246
 Email: JAMES.BARR@DLA.MIL

CODE: SPE300

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: 311812
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SEE BLOCK 9 City: PAS: 1500	CODE
			SPE300

17a. CONTRACTOR OFFEROR BIMBO BAKERIES USA, INC DBA BIMBO BAKERIES USA 255 BUSINESS CENTER DR STE 200 HORSHAM PA 19044-3424 USA TELEPHONE NO. 4028450341	CODE	IRBL5	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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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) \$23,454.63
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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. SPE300-16-R-0035 OFFER DATED 2015-Nov-04, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or Print) MANAGER FIELD ACCOUNTS R/S	30c. DATE SIGNED 12/7/2015	31b. NAME OF CONTRACTING OFFICER (Type or Print)	31c. DATE SIGNED 2015 DEC 07
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