SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER					PAGE 1 OF 6					
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#### 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 (JAN 2023) DFARS

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2024-00013) (MAY 2024) 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.

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 unclassified 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 controlled technical information or other information, as described in the Controlled Unclassified Information (CUI)

Registry at <a href="http://www.archives.gov/cui/registry/category-list.html">http://www.archives.gov/cui/registry/category-list.html</a>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is --

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

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.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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 covered defense information is recorded, stored, or printed within a covered contractor 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.

Rapidly report means within 72 hours of discovery of any cyber incident.

### Part 12 Clauses (CONTINUED)

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 --Other Than Commercial Products and Commercial Services, 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 on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:
- (1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:
- (i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract. (ii) 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.
- (2) 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) of this clause, the following security requirements apply:
- (i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to 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", Revision 2 (available via the internet at <a href="http://dx.doi.org/10.6028/NIST.SP.800-171">http://dx.doi.org/10.6028/NIST.SP.800-171</a>).
- (ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at <a href="mailto:osad.dibcsia@mail.mil">osad.dibcsia@mail.mil</a>, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.
- (B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.
- (C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.
- (D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<a href="https://www.fedramp.gov/resources/documents/">https://www.fedramp.gov/resources/documents/</a>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.
- (3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.
- (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 and identified in the contract, 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 https://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 https://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 https://public.cyber.mil/eca/.

CONTINUATION SHEET

# REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-25-D-W017

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### Part 12 Clauses (CONTINUED)

- (d) *Malicious software*. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to 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 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.
- (1) 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 covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and
- (2) Require subcontractors to --
- (i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and
- (ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED:	PAGE 6 OF 6 PAGES
	SPE300-25-D-W017	

### Part 12 Clauses (CONTINUED)

(End of clause)

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (JAN 2023) DFARS

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) FAR

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024) FAR

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR

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

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

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

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) DFARS

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) FAR

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION (DEC 2023) FAR

### **Attachments**

#### **List of Attachments**

Description	File Name
ATTACH_Customers	Group 2 Delivery Schedule. pdf
ATTACH_item_listing	SPE300-25-D-W017 item listing.pdf
ATTACH_Solicitation	Solicitation SPE300-25- R-0040.pdf
ATTACH_vendor_signed_a ward	Vendor signed award SPE300-25-D-W017 Gr 2. pdf

# SCHEDULE OF SUPPLIES/SERVICES

## Group 2: Land Customers in Norfolk, Virginia

Tier 1: 08/03/2025 THROUGH 01/02/2027

		Product	Minimum PKG	Count	PKG Size	Estimate	Price per	Price per
Item	Item Name/Description	Code	Size	per PKG	in OZ	LBS	PKG	LBS
0	Bread/ Example	1234	16 oz per loaf	1	20	1000		
1	BREAD, CINNAMON RAISIN, FRESH	66121772	16 oz per loaf	1	16	2046		
2	BREAD, HONEY WHEAT, FRESH, ROUND TOP	10215080	16 oz per loaf	1	20	7986		
4	BREAD, WHITE, FRESH, ROUND TOP	61110160	16 oz per loaf	1	20	6345		
5	BREAD, WHITE, FRESH, SANDWICH	10110380	16 oz per loaf	1	24	2315		
6	BREAD, WHITE, FRESH, SLICED, THICK, (FOR TEXAS TOAST)	61140090	16 oz per loaf	1	20	1118		
7	BREAD, WHOLE WHEAT, FRESH, ROUND TOP	10215260	16 oz per loaf	1	20	2554		
8	ROLLS, DINNER, FRESH, WHITE, SOFT	61129100	6 count per pkg	24	24	77		
9	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE	10027320	6 count per pkg	12	16	471		
10	ROLLS, HAMBURGER, FRESH, SLICED, WHITE	10026170	6 count per pkg	12	20	900		
11	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, W/SESAME SEEDS	10025380	6 count per pkg	8	16	1249		

Tier 2: 01/03/2027 THROUGH 07/29/2028

ltem	Item Name/Description	Product Code	Minimum PKG Size	Count per PKG	PKG Size	Estimate LBS	Price per PKG	Price per
	•			per PKG			PKG	LDS
0	Bread/ Example	1234	16 oz per loaf	1	20	500		
1	BREAD, CINNAMON RAISIN, FRESH	66121772	16 oz per loaf	1	16	2046		
2	BREAD, HONEY WHEAT, FRESH, ROUND TOP	10215080	16 oz per loaf	1	20	7986		
4	BREAD, WHITE, FRESH, ROUND TOP	61110160	16 oz per loaf	1	20	6345		
5	BREAD, WHITE, FRESH, SANDWICH	10110380	16 oz per loaf	1	24	2315		
6	BREAD, WHITE, FRESH, SLICED, THICK, (FOR TEXAS TOAST)	61140090	16 oz per loaf	1	20	1118		
7	BREAD, WHOLE WHEAT, FRESH, ROUND TOP	10215260	16 oz per loaf	1	20	2554		
8	ROLLS, DINNER, FRESH, WHITE, SOFT	61129100	6 count per pkg	24	24	77		
9	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE	10027320	6 count per pkg	12	16	471		
10	ROLLS, HAMBURGER, FRESH, SLICED, WHITE	10026170	6 count per pkg	12	20	900		
11	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, W/SESAME SEEDS	10025380	6 count per pkg	8	16	1249		

<sup>\*</sup>Item #3 has been deleted

Fresh Bread and Bakery Products										
Location	18 Month Estimate (1 <sup>st</sup> Tier)	3 Year Estimate (Total Including both Tiers)	Guaranteed Minimum (10% of estimated dollar value of 12 months)	Contract Maximum (300%)						
Group 2: Land Customers in Norfolk, Virginia	\$58,006.56	\$116,013.12	\$3,867.10	\$348,039.36						

NOTE: The guaranteed minimum, which is shown in the "Guaranteed Minimum" column constitutes the Agency's full legal obligation as to its ordering requirements. Once this obligation is met, there is no further

ordering obligation on the part of the Agency regardless of what tier period said obligation is met within. The term "estimate" refers to the Agency's good faith estimate of the requirement for the specific tier periods st**ated.** 

### Group 2: Land Customers in Norfolk, Virginia

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. <u>There is a 3-day (72 hours) order lead time for all items on this contract.</u>

### Flowers Baking Company of Norfolk will receive orders by e-mail.

POINT OF CONTACT FOR <u>ORDERING/DELIVERY ISSUES</u>: Susan Connell PHONE NUMBER/E-MAIL: 757-622-0347 / susan.connell@flocorp.com

POINT OF CONTACT FOR <u>INVOICING AND PAYMENT</u>: Susan Connell PHONE NUMBER/E-mail: 757-622-0347 / susan.connell@flocorp.com

POINT OF CONTACT FOR ITEM RECALLS: Doug Smith PHONE NUMBER/E-mail:757-810-9729 / Douglas.Smith@flocorp.com

### ALL DELIVERIES EXCLUDE NATIONAL LEGAL HOLIDAYS UNLESS OTHERWISE INDICATED.

### **INSPECTION:**

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

There is a \$25.00 minimum order requirement for all orders placed under this contract. The vendor is not obligated to make deliveries that are under \$25.00. All terms and conditions from solicitation SPE300-25-R-0040, Amendment 0001, and Amendment 0002, and your final offer are incorporated into this contract.

### PRODUCT QUALITY

- A. Commercial standards shall be used to maintain temperatures appropriate for individual bread and bakery items during storage and delivery to DLA Troop Support customers.
- 1. Freshness Requirements:
- (a) Acceptance of supplies awarded will be limited to fresh product. All products delivered under this contract must conform to the following freshness requirements:
  - (i) Bakery products shall include mold inhibitors of the proper level as allowed by the FDA.
  - (ii) Commercial standards should be used to maintain temperatures appropriate for the individual items.

**Delivery Schedule-** see attachment