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USA Local Admin: Grisel Velazquez PSI Email: GRISEL.VELAZQUEZ@DL/	PTPB4 Tel: 215-737-2554 Fax: 215-73 A.MIL	37-4246		CE-DISABLED] EDWO] 8 (A)	30		E STANDAF	
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BLOCK 25. 25% MINIMUM GUARANTEED: \$69,759.99. 250% MAXIMUM DOLLAR VALUE IS \$697,599.93.

BLOCK 26. TOTAL AWARD AMOUNT FOR A THREE YEAR PERIOD IS \$279,039.97.

THE CONTRACT PERIOD OF PERFORMANCE IS FROM 06/25/2017 to 06/20/2020. Tier 1: June 25, 2017 to June 22, 2019 Tier 2: June 23, 2019 to June 20, 2020

CONTINUATION SHEET	REFERENC	E NO. OF DOCUMENT BEIN SPE300-17-D-V285	G CONTINUED:	PAGE 4 OF 8 PAGES
SUPPLIES/SERVICES:				
ITEM NO. SUPPLIES/SERV. 0001 GM5022304 Institutional Feeding Div-Philadelpl	ICES QUANTITY 3.000	UNIT UNIT PRICE EA \$ 1.00000	AMOUNT \$ 3.00	-
PRICING TERMS: Firm Fix	ed Price			
SUPPLIES/SERVICES:				
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Part 12 Clauses

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS

(a) Definitions. As used in this clause—

"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.

"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 defense information" means unclassified information that-

(1) Is—

(i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or (ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

(i) Controlled technical information.

(ii) *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).

(iii) *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.

(iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

(b) *Restrictions*. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party's reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause 252.204-7012, and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.
(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to-

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

(End of clause)

CONTINUED ON NEXT PAGE

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

(a) Definitions. As used in this clause-

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Contractor information system" means an information system belonging to, or operated by or for, the Contractor.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified information that-

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or (B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapid(ly) report(ing)" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

	SFE300-17-D-V203	
covered cont	security. The Contractor shall provide adequate security for all covered defen ractor information systems that support the performance of work under this co curity, the Contractor shall—	
(1)	mplement information systems security protections on all covered contractor i	nformation systems
(2) / infoi be r vuln	 Iding, at a minimum— (i) For covered contractor information systems that are part of a (IT) service or system operated on behalf of the Government— (A) Cloud computing services shall be subject to the se specified in the clause 252.239-7010, Cloud Computin contract; and (B) Any other such IT service or system (i.e., other that be subject to the security requirements specified elsew (ii) For covered contractor information systems that are not part operated on behalf of the Government and therefore are not sul requirement specified at paragraph (b)(1)(i) of this clause— (A) The security requirements in National Institute of S (NIST) Special Publication (SP) 800-171, "Protecting C Information in Nonfederal Information Systems and Or http://dx.doi.org/10.6028/NIST.SP.800-171 that is in ef solicitation is issued or as authorized by the Contractin practical, but not later than December 31, 2017. The C DoD CIO, via email at osd.dibcsia@mail.mil, within 30 any security requirements specified by NIST SP 800-1 time of contract award; or (B) Alternative but equally effective security measures the inability to satisfy a particular requirement and achiaccepted in writing by an authorized representative of Apply other information systems security measures, in addition to those identified in paragraph equired to provide adequate security in a dynamic environment based on an a erability. 	ecurity requirements g Services, of this n cloud computing) shall where in this contract; or of an IT service or system bject to the security tandards and Technology Controlled Unclassified ganizations," fect at the time the g Officer, as soon as contractor shall notify the days of contract award, of 71 not implemented at the used to compensate for ieve equivalent protection the DoD CIO; and hably determines that h (b)(1) of this clause, may
 (1) V the required (2) G shal (3) Medium assurance or subcontractor shall on obtaining a DoD-ap (d) Malicious 	ident reporting requirement. When the Contractor discovers a cyber incident that affects a covered contract covered defense information residing therein, or that affects the contractor's a irrements of the contract that are designated as operationally critical support, t (i) Conduct a review for evidence of compromise of covered def including, but not limited to, identifying compromised computers and user accounts. This review shall also include analyzing cov system(s) that were part of the cyber incident, as well as other i Contractor's network(s), that may have been accessed as a res to identify compromised covered defense information, or that aff to provide operationally critical support; and (ii) Rapidly report cyber incidents to DoD at http://dibnet.dod.mil <i>Cyber incident report.</i> The cyber incident report shall be treated as information I include, at a minimum, the required elements at http://dibnet.dod.mil. <i>e certificate requirement.</i> In order to report cyber incidents in accordance with the have or acquire a DoD-approved medium assurance certificate to report cyber proved medium assurance certificate, see http://iase.disa.mil/pki/eca/Pages/in <i>software.</i> The Contractor or subcontractors that discover and isolate maliciou ed cyber incident shall submit the malicious software in accordance with instru Officer.	bility to perform the the Contractor shall— tense information, s, servers, specific data, ered contractor information nformation systems on the ult of the incident in order fect the Contractor's ability created by or for DoD and this clause, the Contractor r incidents. For information ndex.aspx. s software in connection

(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.

(I) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements. (m) Subcontracts. The Contractor shall-

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at http://dibnet.dod.mil and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

Attachments

List of Attachments

Description	File Name
ATTACH.SPE30017DV285	SPE30017DV285
	SOW.pdf

Schedule of Items

DESCRIPTION/SPECIFICATIONS: Group III: VA Hospitals

Class 1 Items Firm Fixed price with EPA Adjustments (June 25, 2017 to June 20, 2020)

	1		TIER 1 (Yea	ar 18:2)	TIE	8 2 (Year 3)
		Estimated Annual			Estimated Annual	n para manda katoka Mana katoka katoka
Item Name/Description	Product Code	Oty per Unit	Price per Unit	Total Price per Unit (Tier 1)	Qty per Unit	Total Price per Unit (Tier 2)
MILK, WHOLE, CHL, 1 GALCO	45	212			212	
MILK, WHOLE, CHL, 1/2 PT CO	26576	70100			701.00	
MILK, REDUCED FAT, CHL, 2% MILK FAT, 5 GAL BIB	31719	180			180	
MILK, REDUCED FAT, CHL, 2% MILK FAT, 1 GAL CO	64	178			178	
MILK, REDUCED FAT, CHL, 2% MILK FAT, 1/2 PT CO	26577	1429			1429	
MILK, NONFAT, CHL, 1/2 PT CO	26580	9190			9190	
MILK, NONFAT, CHL, 1/2 PT PLASTIC CO	26581	26784			26784	
MILK, LOW FAT, CHL, 1% MILK FAT, 1/2 PT CO	26578	87120			87120	
MILK, LOWFAT, CHL, 1% MILK FAT, 1/2 PT PLASTIC CO	26579	33250			33250	
MILK, CHOC, CHL, 1/2 PT PLASTIC CO	26585	50160			50160	
MILK, CHOC, NONFAT, CHL, 1/2 PT CO	26582	15682			15682	
MILK, STRAWBERRY, LOW FAT, CHL, 1% MILK FAT, 1/2 PT CO	26584	3472			3472	
MILK, LACTOSE FREE, NONFAT, CHL, 1/2 PT CO	26608	2901			2901	

Note: Prices on this award document reflect June 2017 pricing. The subsequent monthly EPA price adjustments will be applied accordingly to this "base price". The STORES catalog will be updated to reflect EPA price adjustments for all months going forward from June 2017.

DESCRIPTION/SPECIFICATIONS:

Group III: VA Hospitals

Class 2 items Firm Fixed Price for Tier 1: June 25, 2017-June 22, 2019

			TIER 1 (Yea	r 1&2)
	sonaran din Bristonian District Referensistan Bristonian Statem	Estimated		
		Annual	Price	Total Price per
Item Name/Description	Product Code	Qty per Unit	r rUnit	Unit (Tier 1)
DRINK, FRUIT PUNCH, CHL, 1 GAL CO	94	693		ł
DRINK, FRUIT PUNCH, CHL, 1/2 PT CO	26602	5650		
DRINK, LEMON, CHL, 1 GAL CO	93	705		·
DRINK, LEMON, CHL, 1/2 PT CO	26601	47754		
DRINK, ORANGE, CHL, 1 GAL CO	92	693		
DRINK, ORANGE, CHL, 1/2 PT CO	64129	1250		
DRINK, GRAPE, CHL, 1/2 PT CO	26603	750		
DRINK, ICE TEA, CHL, SWT, 1 GL CO	113	280		
DRINK, ICE TEA, CHL, SF, DIET, 1/2 GL CO	5126	1204		
DRINK, ICE TEA/LEMONADE, CHL, 1/2 GL CO	5128	469		4
DRINK, ICE TEA, CHI, RASPBERRY, 1/2 GL CO	5131	1124		
TEA, LEMON, CHL, 1/2 PT CO	26604	8000		
Specify Yogurt Flavors Available	Product Code			
Blueberry	39759			
Peach	39769			
Cherry/Vanilla	39773			
Strawberry/Banana	39776			
Strawberry	39788			

DESCRIPTION/SPECIFICATIONS:

Group III: VA Hospitals

Class 2 items Firm Fixed Price for Tier 2: June 23, 2019 to June 20, 2020

		TIE	R 2 (Year 3)
		Estimated Annual	
Item Name/Description	Product Code	Qty per Unit	Total Price per Unit (Tier ?)
DRINK, FRUIT PUNCH, CHL, 1 GAL CO	94	693	
DRINK, FRUIT PUNCH, CHL, 1/2 PT CO	26602	5650	
DRINK, LEMON, CHL, 1 GAL CO	93	705	
DRINK, LEMON, CHL, 1/2 PT CO	26601	47754	
DRINK, ORANGE, CHL, 1 GAL CO	92	693	
DRINK, ORANGE, CHL, 1/2 PT CO	64129	1250	
DRINK, GRAPE, CHL, 1/2 PT CO	26603	750	
DRINK, ICE TEA, CHL, SWT, 1 GL CO	113	280	
DRINK, ICE TEA, CHL, SF, DIET, 1/2 GL CO	5126	1204	1
DRINK, ICE TEA/LEMONADE, CHL, 1/2 GL CO	5128	469	
DRINK, ICE TEA, CHL, RASPBERRY, 1/2 GL CO	5131	1124	
TEA, LEMON, CHL, 1/2 PT CO	26604	8000	
Specify Yogurt Flavors Available	Product Code		
Blueberry	39759		
Peach	39769		
Cherry/Vanilla	39773]	
Strawberry/Banana	39776		and a second
Strawberry	39788		

	Dairy Maid
Tier 1 (Inc. Fluid Milk)	
Tier 2	
Aggregate Total	\$279,039.97

Guaranteed	
Minimum:	\$69,759.99
250 % Max:	\$697,599.93

WITHIN 72 HOURS OF RECEIPT OF NOTICE OF AWARD, CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITITY WITH THE CONTRACTOR'S CODING SYSTEM (PULL DATE, COLOR CODES, ETC.) THIS IS A MANDATORY REQUIREMENT.

The terms and conditions of solicitation SPE300-17-R-0034 (as amended, if amended), are hereby included in this contract.

All aspects of your offer are also incorporated herein.

BULK MILK CONTAINERS:

THE BULK MILK/JUICE DISPENSER CONTAINER SHALL BE A SINGLE SERVICE DISPENSER CONTAINER (MULTI-GALLON POLYETHYLENE BAG) AND SHALL BE DELIVERED IN A SINGLE SERVICE SHIPPING CONTAINER (CORRUGATED CARDBOARD BOX) OR A MULTI-SERVICE SHIPPING CONTAINER (PLASTIC/METAL HOLDER/KEEPER CASE) WHICH DOES NOT REQUIRE A TRANSFERRING OF THE SINGLE SERVICE DISPENSER CONTAINER (POLYETHYLENE BAG) TO A HOLDER/KEEPER CASE OR DISPENSER CASE AT POINT OF USE.

POINT(S) OF CONTACT FOR ORDERING:

Kathy DeHart Phone: 301-663-5114 Fax: 301-695-8396 Email: <u>kdehart@dairymaiddairy.com</u>

POINT(S) OF CONTACT FOR INVOICING AND PAYMENT:

Cheryl Cowan Phone: 301-663-5114 Fax: 301-695-8396 Email ccowan@dairymaiddairy.com

Ordering and Delivery Qualifications: <u>48-hours order lead time for all items</u>

Non Delivery days: Sunday

FOR ALL DELIVERY LOCATION IN THIS GROUP: INSPECTION REQUIREMENTS: CONTRACTOR'S DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERINARY INSPECTION POINT AS DESIGNATED FOR INSPECTION OF THEIR PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINT(S). (Please note: Rapid Gate is currently a requirement for access to some military bases, the contractor is responsible for obtaining all required enrollments and clearances for each of their drivers as soon as they receive

DESCRIPTION/SPECIFICATIONS:

Group III: VA Hospitals PoP: June 25, 2017 to June 20, 2020

Ordering	Delivery	Delivery Address	Delivery	Frequency
DoDAAC	DoDAAC		Time	
993N48	993N48	St. Elizabeth Hospital	6:00am	Three (3)
		CT Kitchen Rm 120	-	deliveries
		1100 Alabama Ave.,	9:00am	per week
		SE		
		Washington DC		
		USNS Comfort	6:00am	One (1)
		4209 New Gate	-	delivery
		Avenue	10:00am	per
		Canton Pier II		week
N00168	N00168	Walter Reed Nt'l Mil	7:00am	Three (3)
		Medical Ctr 8901	-	deliveries
		Wisconsin Avenue	10:00am	per week
		Bethesda. MD 20889		
FT4425	FT4425	Malcolm Grow	5:30am	Five (3)
		Medical Center	-	deliveries
		1050 Perimeter	9:30am	per week
		Road Andrews AFB,		
		MD 20762		
W26ABN	W26ABN	Ft. Belvoir	7:00am	Three (3)
		Community Hospital	-	deliveries
		9300 Dewitt Loop	11:00am	per week
		Ft. Belvoir, VA		
		22060		
1631LP	1631LP	Potomac Job Corps	6:00am	One (1)
		Center	-	delivery
		1 D.C. Village Lane,	9:00am	per
		SW		week
		Washington, DC		
		20032		