

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000057468		PAGE 1 OF 8	
2. CONTRACT NO. SPE300-17-D-V290		3. AWARD/EFFECTIVE DATE 2017 SEP 20	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-17-R-0042		6. SOLICITATION ISSUE DATE 2017 JUN 27	
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"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311511 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: 1,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 (Do not Use)		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO SEE SCHEDULE			CODE	16. ADMINISTERED BY SEE BLOCK 9 Critically: PAS: None		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR LAND-O-SUN DAIRIES L.L.C. DBA PET DAIRY 2900 BRISTOL HWY JOHNSON CITY TN 37601-1502 USA TELEPHONE NO. 8047485802		CODE 1FXZ8	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	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> 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) \$	
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.			
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.			
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. SPE300-17-R-0042 OFFER DATED 2017-Jul-26 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) <i>James Barr</i>			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print) James Barr JAMES.BARR@DLA.MIL PSPTPBQ		31c. DATE SIGNED 2017 SEP 20		

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30			1. REQUISITION NUMBER 1000057468	PAGE 1 OF 8
2. CONTRACT NO. SPE300-17-D-V290	3. AWARD/EFFECTIVE DATE 2017 SEP 20	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-17-R-0042	6. SOLICITATION ISSUE DATE 2017 JUN 27
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: James Barr PSPTPBQ Tel: 215-737-7975 Fax: 215-737-4248
Email: JAMES.BARR@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: 1,000

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

12. DISCOUNT TERMS
Net 30 (Do not Use)

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 1FX28 FACILITY CODE

LAND-O-SUN DAIRIES L.L.C. DBA PET DAIRY
2900 BRISTOL HWY
JOHNSON CITY TN 37601-1502
USA

TELEPHONE NO. 8047485802

18a. PAYMENT WILL BE MADE BY CODE SL4701

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

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)

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. SPE300-17-R-0042 OFFER DATED 2017-Jul-26 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)

Paul J. Minto

30b. NAME AND TITLE OF SIGNER (Type or Print) 31b. NAME OF CONTRACTING OFFICER (Type or Print)

Paul J. Minto 31c. DATE SIGNED

Div Food Svc Mgr 2017 SEP 20

30c. DATE SIGNED 9/20/17

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 (*YY/MM/DD*)

42d. TOTAL CONTAINERS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-17-D-V290	PAGE 3 OF 8 PAGES
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The estimated dollar value of this contract is \$ The 10% guaranteed minimum dollar value is
 The 250% maximum dollar value is

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Form

Standard Element has no text
Standard Element has no text
PID Data - Custom Clause

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

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.

CONTINUED ON NEXT PAGE

(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) *Sub contracts.* 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)

**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.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-17-D-V290	PAGE 6 OF 8 PAGES
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"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 requirements 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,"

<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, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at atosd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; 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.*

(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, 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 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)

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

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

Attachments

CONTINUED ON NEXT PAGE

List of Attachments

Description	File Name
ATTACH.delivery schedule	Only Award Document SC GR 2 SPE300-17- D- V290.pdf
ATTACH.Signed contract	Signed contract DV290.pdf

SCHEDULE OF SUPPLIES/SERVICESGroup 2 –South Carolina: Charleston AFB, Parris Island, and NOAA shipsFluid Milk Items- Firm-Fixed Price with Economic Price AdjustmentYears 1-3 October 22, 2017 through October 17, 2020

ITEM NO.	Supplies/Services	EST. QUANTITY	Unit	UNIT PRICE	TOTAL
MILK, WHOLE, CHL					
1.	HALF PINT Product Number: 52043	27,360 CO		 	
2.	HALF GALLON Product Number: 52367	17,445 CO		 	
3.	GALLON Product Number: 52365	24 CO		 	
MILK, LOW FAT, CHL, 1% MILK FAT					
4.	HALF PINT Product Number: 52358	539,259 CO		 	
5.	HALF GALLON Product Number: 52364	35,871 CO		 	
6.	GALLON Product Number: 52369	1,557 CO		 	
7.	BULK, 5 GALLON BIB Product Number: 25263	29,184 CO		 	
8.	MILK, REDUCED FAT, CHL, 2% MILK FAT HALF PINT Product Number: 52042	25,683 CO		 	
9.	BULK, 5 GALLON BIB Product Number: 25571	936 CO		 	

SCHEDULE OF SUPPLIES/SERVICES
Group 2 –South Carolina: Charleston AFB, Parris Island, and NOAA
ships
Fluid Milk Items- Firm-Fixed Price with Economic Price Adjustment
Years 1-3 October 22, 2017 through October 17, 2020

ITEM NO.	Supplies/Services	EST. QUANTITY	Unit	UNIT PRICE	TOTAL
10.	MILK, NONFAT, CHL HALF PINT Product Number: 52370	76,734 CO		 	
11.	BULK, 5 GALLON BIB Product Number: 25276	11,943 CO		 	
12.	MILK, CHOC, LOW FAT, CHL, 1% MILK FAT HALF PINT Product Number: 47282	21,459 CO		 	
13.	BULK, 5 GALLON BIB Product Number: 25361	41,922 CO		 	
14.	EGGNOG, CHL QUART Product Number: 35783	3,729 CO		 	

Estimated Group 2 Fluid Milk Total:

Group 2 –South Carolina: Charleston AFB, Parris Island, and NOAA ships
Other Dairy Items
Tier 1: October 22, 2017 through October 19, 2019

ITEM NO.	Supplies/Services	EST. QUANTITY	Unit	UNIT PRICE	TOTAL
15.	SOUR CREAM, CHL, CULTURED, MIN 18% MILK FAT HALF PINT Product Number: 24454	392 CO		 	
16.	SOUR CREAM, CHL, CULTURED, MIN 18% MILK FAT 5 LB CO Product Number: 53396	920 CO		 	
17.	COTTAGE CHEESE, CHL, CREAMED, LARGE OR SMALL CURD 5 LB CO Product Number: 12552	132 CO		 	
18.	COTTAGE CHEESE, LOW FAT, CHL, CREAMED, SMALL OR LARGE CURD 5 LB CO Product Number: 12553	37,928 CO		 	
19.	JUICE, ORANGE, CHL, SINGLE STRENGTH HALF PINT Product Number: 27833	341,752 CO		 	
20.	YOGURT, LOW FAT, ASSORTED, BLENDED, CHL 6 OZ CO FLAVORS/Product Numbers <u>Raspberry/12190</u> <u>Peach/22955</u> <u>Blackberry/22956</u> <u>Strawberry Banana/22957</u> <u>Strawberry/23119</u>	1,673,884 CO		 	

ESTIMATED TOTAL for TIER 1 OTHER DAIRY ITEMS GROUP 2: ~~\$4,521,091.04~~

Group 2 –South Carolina: Charleston AFB, Parris Island, and NOAA ships
Other Dairy Items

Tier 2: October 20, 2019 through October 17, 2020

15. SOUR CREAM, CHL, CULTURED, MIN 18% MILK FAT
HALF PINT 196 CO

Product Number: 24454

16. SOUR CREAM, CHL, CULTURED, MIN 18% MILK FAT
5 LB CO 460 CO

Product Number: 53396

17. COTTAGE CHEESE, CHL, CREAMED, LARGE OR SMALL CURD
5 LB CO 66 CO

Product Number: 12552

18. COTTAGE CHEESE, LOW FAT, CHL, CREAMED, SMALL OR LARGE CURD
5 LB CO 18,964 CO

Product Number: 12553

19. JUICE, ORANGE, CHL, SINGLE STRENGTH
HALF PINT

Product Number: 27833

170,876 CO

20. YOGURT, LOW FAT, ASSORTED, BLENDED, CHL
836,942 CO

6 OZ CO

FLAVORS/Product Numbers

Raspberry/12190

Peach/22955

Blackberry/22956

Strawberry Banana/22957

Strawberry/23119

ESTIMATED TOTAL for TIER 2 OTHER DAIRY ITEMS GROUP 2:

ESTIMATED TOTAL for TIER 1 OTHER DAIRY ITEMS GROUP 2:

Estimated Group 1 Fluid Milk Total:

ESTIMATED GROUP 2 TOTAL: \$3,100,000.00

**Group 2 –South Carolina: Charleston AFB, Parris Island, and NOAA ships
October 22, 2017 through October 17, 2020**

Pet Dairy will receive orders through EDI.

Point of Contact for **ORDERING; Kim Lanford**

Phone Number: (800) 275-0122 ext. 5

Point(s) of Contact for **INVOICING & PAYMENT: Canda Stewart**

Phone Number: (800)683-0765 ext. 75723

Email: Canda_Stewart@deanfoods.com

Fax number for invoicing: (423) 282-7752

There is a 2 day (48 hour) order lead time for all items on this contract
The delivery preference is for a 48 hour (skip day) delivery. Delivery is required 48 hours after order is placed. Orders may be placed with a longer lead-time; however, the minimum lead-time is "skip day".

Sundays are a non-delivery day.

The following documents are hereby incorporated by reference into this contract: Solicitation SPE300-17-R-0042 and your final offer, which is being accepted by the Government to form this contract.

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.

Delivery Points for Group 2- South Carolina: Charleston AFB, Parris Island, and NOAA ships**Schedule of Delivery Points -- Group 2**

<u>ACTIVITY</u>	<u>DELIVERY TIME</u>	<u>FREQUENCY</u>
Marine Corps (MCRD) 600 Panama Street, Bldg. 295 Parris Island, SC 29905 POC: Stephen Ford (843)379-5076 Stephen.Ford@sodexo.com Vivian Haynes (843)228-3180 Vivan.haynes@usmc.mil The Ordering Point for ship to Locations #1-7 is M0026A	0500 -1400 0600 -0900	Six (6) Deliveries/Week Monday - Friday, Saturday
1. MCRD – 1st Battalion Mess Hall (MW0590) 590 Guantanamo Street Parris Island, SC 29905		
2. MCRD - 2ND BN MESS HALL (MW0600) 600 Panama Street Parris Island, SC 29905		
3. MCRD - 3RD BN MESS HALL (MW0410) 410 Atzugi Street Parris Island, SC 29905		
4. MCRD - 4TH BN MESS HALL (MW0926) 926 New Britain Street Parris Island, SC 29905		
5. MCRD WPNS TRNG BN MESS HALL (MW0740) 740 Wake Blvd Parris Island, SC 29905		

Group 2- South Carolina: Charleston AFB, Parris Island, and NOAA ships

<u>LOCATION</u>		<u>TIMES/FREQUENCY/LIMITATION</u>	
Schedule of Delivery Points – Group 2			
<u>DoDAAC</u>	<u>ACTIVITY</u>	<u>DELIVERY TIME</u>	<u>FREQUENCY</u>
6.	MCRD H&S BN Mess Hall MW0149 149 Corregidor Street, Parris Island, SC 29905		
7.	Marine Corps Air Station, Beaufort (MW0442) 442 Edding Street. Parris Island, SC 29905		
8.	Charleston AFB Gaylor Dining Facility (FT9000) 2316 Redbank Rd. Bldg. 788 Goose Creek, SC 29445 POC: SrA David Johnson (843)963-3590 SrA Timothy Holmes (843)963-3590 timothy.holmes.4@us.af.mil		
9.	Naval Weapon Station Galley (N69214) 2402 Refueling Rd Goose Creek, SC 29445 POC:CS1 Green (843)574-8215 Jinnett Santos Terrance.green.2@us.af.mil		
10.	Charleston AFB Flight Feeding (FT9001) 107 Bates Rd. Charleston AFB, SC 29406 POC:Christian Farin (843)963-3106 Christian.farin@us.af.mil Ordering Point (FT9000)		
11.	Naval Consolidated Brig Charleston (N45610) 1050 Redmont Rd Charleston, SC 29405 POC: E-5 Thomas Keller (843)794-0315 Thomas.b.keller@navy.mil		
12.	Charleston AFB CDC (FT9448) 101 Refueling Rd. Goose Creek, SC 29445 POC: Hawanalū Ravenel (843) 963-4366		

Group 2- South Carolina: Charleston AFB, Parris Island, and NOAA ships

<u>LOCATION</u>		<u>TIMES/FREQUENCY/LIMITATION</u>	
Schedule of Delivery Points – Group 2			
<u>DoDAAC</u>	<u>ACTIVITY</u>	<u>DELIVERY TIME</u>	<u>FREQUENCY</u>
13.	Charleston AFB Youth Program (FT9595) 2451 North O'Neal Rd., Bldg. 1993 Charleston AFB, SC 29404 POC: Floyd Whitfield (843)963-5684 floyd.whitfield@charleston.af.mil Note: The Ordering Point for Ship to Location FT9595 is FT9448		
14.	Naval Weapons Station Youth Center (FT9593) 1050 Remount Rd., Bldg. 3107 North Charleston AFB, SC 29406 POC: Geraldine Williams (843)764-7809 Bobbie.persterfield@charleston.af.mil Note: The Ordering Point for Ship to Location FT9593 is FT9448		
15.	Naval Weapons Station CDC (FT9594) 201 Von Steuben St., Bldg 1693 Goose Creek, SC 29445 POC: Willie Jackson (843)764-7408 willie.jackson@charleston.af.mil Note: The Ordering Point for Ship to Location FT9594 is FT9448		
16.	FISC Jax/Charleston Detachment (N39825) 307 N. Grave Ave Charleston, SC 29404 POC: Mr. Ralph Baxter (843)963-4837 Ralph.baxter@us.af.mil		AS NEEDED (contact POC)
17.	U.S Coast Guard (CGSC01) 1050 Register Street North Charleston, SC 29405 POC: SCPO Steven Jedziniak (215)737-2915 steven.jedziniak@dla.mil		AS NEEDED (contact POC)

Group 2- South Carolina: Charleston AFB, Parris Island, and NOAA ships

LOCATION

TIMES/FREQUENCY/LIMITATION

Schedule of Delivery Points – Group 2

<u>DoDAAC</u>	<u>ACTIVITY</u>	<u>DELIVERY TIME</u>	<u>FREQUENCY</u>
18.	NOAA Ships (NOAASC) 1050 Register Street North Charleston, SC 29405 NOAA Ship Ronald H Brown (1333AV) POC: Michael Smith (808)684-2352 Mike.smith@noaa.gov NOAA Ship Nancy Foster (133327) POC: Lito Llana (843)991-6326 Lito.llana@noaa.gov	AS NEEDED (contact POC)	
	Note: The ordering Point for NOAA Ships is NOAASC		
19.	U.S and Visiting Vessels that dock in Charleston, SC area	0530 – 1700	Any day of the week Monday - Sunday

Notes:

- (1) Except for deliveries made to ships, vendors are required to shelf stock in accordance with standard commercial practice unless otherwise directed by the customer.
- (2) Contractor's delivery vehicles shall stop and report to the veterinary point as designated for inspection of products before processing to any designated delivery points.
- (3) Vendors supplying MCAS Beaufort, SC must present their products for inspection at MCRD Paris Island, SC prior to delivery to MCAS Beaufort, SC.
- (4) Not more than one delivery will be required on any one day to a particular vessel.
- (5) The products delivered to the ships shall be packaged in Non-returnable, Disposable cardboard cartons with sufficient strength for stacking.