		TRACT/ORDER FOR COMMERCIAL ITEMS PLETE BLOCKS 12, 17, 23, 24, & 30				1081			
2. CONTRACT NO).	3. AWARD/EFFECTIVE DATE	4. ORDER NUM	BER	5. SOLICIT	ATION N	IUMBER		ICITATION ISSUE
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9. ISSUED BY		CODE	SPE300				STRICTED OR		DE: %
DLA TROOP SUPP DIRECTORATE OF 700 ROBBINS AVE PHILADELPHIA PA USA Local Admin: Grisel Email: GRISEL.VEL	F SUBSISTENCE ENUE A 19111-5096	4 Tel: 215-737-2554 Fax: 215-737-	-4246	SMALL BUSIN HUBZONE SM BUSINESS SERVICE-DI VETERAN-O	ALL	U (WOS SMAL	EN-OWNED SN B) ELIGIBLE UI L BUSINESS P OSB	NDER THE WO ROGRAM NAICS: 311	DMEN-OWNED 812
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41a. CERTIFY	41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 42a. RECEIVED BY (Print)									
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BLOCK 25. 25% MINIMUM GUARANTEED: \$20,230.06.

250% MAXIMUM DOLLAR VALUE IS \$202,300.55.

BLOCK 26. TOTAL AWARD AMOUNT FOR A THREE YEAR PERIOD IS \$80,920.22.

THE CONTRACT PERIOD OF PERFORMANCE IS FROM April 23, 2017 through April 18, 2020. Tier 1: April 23, 2017- April 20, 2019 Tier 2: April 21, 2019 - April 18, 2020

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.

	SPE300-17-D-W540	
(b) Adequate	security. The Contractor shall provide adequate security for all covered defen	se information on all
covered cont	ractor information systems that support the performance of work under this concurrity, the Contractor shall—	
(1)	mplement information systems security protections on all covered contractor in uding, at a minimum—	nformation systems
	 (i) For covered contractor information systems that are part of an (IT) service or system operated on behalf of the Government— 	n Information Technology
	 (A) Cloud computing services shall be subject to the se specified in the clause 252.239-7010, Cloud Computing contract; and 	
	(B) Any other such IT service or system (i.e., other than 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 sub	of an IT service or system
	requirement specified at paragraph (b)(1)(i) of this clause— (A) The security requirements in National Institute of St	
	(NIST) Special Publication (SP) 800-171, "Protecting C Information in Nonfederal Information Systems and Org	ganizations,"
	http://dx.doi.org/10.6028/NIST.SP.800-171 that is in eff solicitation is issued or as authorized by the Contractin	g Officer, as soon as
	practical, but not later than December 31, 2017. The C DoD CIO, via email at osd.dibcsia@mail.mil, within 30	days of contract award, of
	any security requirements specified by NIST SP 800-12 time of contract award; or	
	(B) Alternative but equally effective security measures the inability to satisfy a particular requirement and achi personated in writing by an outbarized requirement of the second second s	eve equivalent protection
(2)	accepted in writing by an authorized representative of t Apply other information systems security measures when the Contractor easor	
info be r	rmation systems security measures, in addition to those identified in paragraph equired to provide adequate security in a dynamic environment based on an a	n (b)(1) of this clause, may
	erability. ident reporting requirement.	
	When the Contractor discovers a cyber incident that affects a covered contract	or information system or
	covered defense information residing therein, or that affects the contractor's al irements of the contract that are designated as operationally critical support, t	he Contractor shall—
	 (i) Conduct a review for evidence of compromise of covered defendence including, but not limited to, identifying compromised computers 	, servers, specific data,
	and user accounts. This review shall also include analyzing cover system(s) that were part of the cyber incident, as well as other in	
	Contractor's network(s), that may have been accessed as a resu	ult of the incident in order
	to identify compromised covered defense information, or that aff to provide operationally critical support; and	ect the Contractor's ability
(0)	(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.	created by or for DoD and
(3) Medium assurance	e certificate requirement. In order to report cyber incidents in accordance with t	
	have or acquire a DoD-approved medium assurance certificate to report cyber	
(d) Malicious	pproved medium assurance certificate, see http://iase.disa.mil/pki/eca/Pages/ir software. The Contractor or subcontractors that discover and isolate malicious	s software in connection
with a reporte	ed cyber incident shall submit the malicious software in accordance with instru-	ctions 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.

(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.SPE30017DW540	SPE30017DW540
STATEMENT OF WORK	SOW.pdf

Schedule of Items

DESCRIPTION/SPECIFICATIONS:

<u>Group II: Dewitt Army Hospital, VA; Malcolm Grow Medical Center, MD; National Naval Medical Center, MD; USNS</u> <u>Comfort, MD; USNS Comfort TAH 20, MD; St. Elizabeth Hospital, DC</u>

Tier 1: April 23, 2017– April 20, 2019

				PKG				
		Product	Count	Size	Estimate	Price		Total Price
Item	Item Name/Description	Code	per PKG	in OZ	LBS	per PKG	Price per LBS	per LBS
1	BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST)	163	1	24	5250			
2	BREAD, WHITE, FRESH, PAN BAKED, SANDWICH, ENRICHED	5	1	20	7865			
3	BREAD, RYE, FRESH, SLICED, PAN BAKED, ROUND TOP	2610	1	16	1488			
4	BREAD, RAISIN, FRESH, SLICED, PAN BAKED, SANDWICH	8048	1	16	1534			
5	BREAD, WHEAT, FRESH, PAN BAKED, SANDWICH, ENRICHED	3030	1	24	9930			
6	BREAD, PART WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP	2330	1	22	5913			
7	ROLLS, HAMBURGER, WHITE, FRESH, SLICED, PANBAKED, NO ADDED MILK	3350	12	22	9543			
8	ROLLS, FRANKFURTER, WHITE, FRESH SLICED PANBAKED, NO ADDED MILK	3370	12	18	5632			
9	ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE, HEARTH BAKED	4135	6	30	686			
10	ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE, HEARTH BAKED, NO MILK ADDED	2730	6	14	3479			
11	ROLLS, DINNER, FRESH, WHITE, PAN BAKED, ENRICHED	2705	16	18	810			
12	BAGELS, FRESH	510906	6	21	3623			\$
						Total F	Price for Tier 1:	

*Specify Bagel Flavors Available	Product Code
Cinnamon Raisin Swirl	511138

DESCRIPTION/SPECIFICATIONS:

<u>Group II: Dewitt Army Hospital, VA; Malcolm Grow Medical Center, MD; National Naval Medical Center, MD; USNS</u> <u>Comfort, MD; USNS Comfort TAH 20, MD; St. Elizabeth Hospital, DC</u>

Tier 2: April 21, 2019 – April 18, 2020

				PKG				
		Product	Count	Size	Estimate	Price per	Price per	Total Price per
Item	Item Name/Description	Code	per PKG	in OZ	LBS	PKG	LBS	LBS
1	BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST)	163	1	24	2625			
2	BREAD, WHITE, FRESH, PAN BAKED, SANDWICH, ENRICHED	5	1	20	3933			
3	BREAD, RYE, FRESH, SLICED, PAN BAKED, ROUND TOP	2610	1	16	744			
4	BREAD, RAISIN, FRESH, SLICED, PAN BAKED, SANDWICH	8048	1	16	767			
5	BREAD, WHEAT, FRESH, PAN BAKED, SANDWICH, ENRICHED	3030	1	24	4965			
6	BREAD, PART WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP	2330	1	22	2956			
7	ROLLS, HAMBURGER, WHITE, FRESH, SLICED, PANBAKED, NO ADDED MILK	3350	12	22	4771			
8	ROLLS, FRANKFURTER, WHITE, FRESH SLICED PANBAKED, NO ADDED MILK	3370	12	18	2816			
9	ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE, HEARTH BAKED	4135	6	30	343			
10	ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE, HEARTH BAKED, NO MILK ADDED	2730	6	14	1740			
11	ROLLS, DINNER, FRESH, WHITE, PAN BAKED, ENRICHED	2705	16	18	405			
12	BAGELS, FRESH	510906	6	21	1811			
						Total Price	e for Tier 2:	\$

*Specify Bagel Flavors Available	Product Code
Cinnamon Raisin Swirl	511138

Total Estimated Dollar Value (Tier I and Tier II): \$80,920.22

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-0028 (as amended, if amended), are hereby included in this contract.

All aspects of your offer are also incorporated herein.

POINT(S) OF CONTACT FOR ORDERING:

James Dean Phone: 540-723-8777 Fax: 540-723-9688 Email: jdean@schmidtbaking.com

POINT(S) OF CONTACT FOR INVOICING AND PAYMENT:

Billy Ripley

Phone: 410-276-7254 Email: <u>bripley@hsbakery.com</u>

Ordering and Delivery Qualifications: 72 hours order lead time for all items

Non Delivery days: Wednesday and Sunday

FOR ALL DELIVERY LOCATION IN GROUP II: 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 notice of such a requirement)

PRODUCT QUALITY

Acceptance of supplies awarded under this solicitation will be limited to fresh product. All products delivered under this contract must conform to the following <u>freshness requirements</u>:

1. Bread, Cakes, Doughnuts, Muffins, Pies and Rolls must be delivered no more than 24 hours after baking. Following a non-bake day, these items must be delivered no more than 48 hours after baking.

2. Bakery products shall include mold inhibitors of the proper level as allowed by the FDA.

Commercial standards should be used to maintain temperatures appropriate for the individual items.

DESCRIPTION/SPECIFICATIONS:

<u>Group II:</u>

PoP: April 23, 2017 through April 18, 2020

Ordering DoDAAC	Delivery DoDAAC	Delivery Address	Delivery Time	Frequency	Account Manager
W26ABN	W26ABN	Ft. Belvoir Army Hospital 800 Belvoir Rd.	6:00AM - 10:00AM	Three (3) deliveries per week	
		Ft. Belvoir, VA 22060			
		POC: Barrie Bland			
		Phone: 571-231-4557			
		Barrie.A.Bland.civ@health.mil			
FT4425	FT4425	Malcolm Grow Medical Center	6:00AM -	Three (3) deliveries	
		1050 W. Perimeter Rd.	10:00AM	per week	
		Andrews AFB, MD 20762			
		POC: SrA Angela Thoma			
		Phone: (240)857-5299			
		Email: angela.thoma@afncr.af.mil			
N00168	N00168	Walter Reed National Military	6:00AM -	Three (3)	
		Medical Center	10:00AM	deliveries per week	
		8901 Wisconsin Ave.		WEEK	
		Bldg. 55 Loading Dock Bethesda, MD 20889			
		POC: Lowell Upshaw Jr.			
		Phone: (301) 319-8420			
		Lowell.A.UpshawJr.civ@health.mil			
993N48	993N48	St. Elizabeth's Hospital	6:00AM -	Four (4) deliveries	
5551140	5551140	CT Kitchen Rm 120	1:00PM	per week,	
		1100 Alabama Ave. SE		between Mon-Fri,	
		Washington DC 20032		excluding	
		POC: Nicole DeBoard MS RD LD		Tuesdays and Holiday weeks.	
		SEH Nutrition Services Department		Honday Weeks.	
		Cell. 202.299.5426			
		Email: <u>nicole.deboard@dc.gov</u>			

<u>GROUP II:</u> SHELF STOCKING IS REQUIRED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE WHEREVER PRACTICABLE UNLESS CUSTOMER REQUESTS TRUCK TAIL-GATE DELIVERY.

NOTE: VENDORS WILL PICK UP RACKS AT TIME OF NEXT DELIVERY.