

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 1000051009	PAGE 1 OF 7
2. CONTRACT NO. SPE300-17-D-V264	3. AWARD/EFFECTIVE DATE 2016 DEC 13	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-17-R-0003	6. SOLICITATION ISSUE DATE 2016 OCT 06	
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: Jan Luo DJL0002 Tel: DSN-444-3424 Email: jan.luo@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:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 10 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY SEE BLOCK 9 Critically: PAS: None		
17a. CONTRACTOR/ OFFEROR BORDEN DAIRY COMPANY OF ALABAMA, LLC DBA 5014 E US HIGHWAY 84 COWARTS AL 36321-4305 USA TELEPHONE NO. 3347925114		CODE 0EB95	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT
	See Schedule			23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,708,462.33	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE		<input checked="" type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. SPE30017R0003 OFFER DATED 2016-Nov-14 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) 		
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 2016 DEC 13

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

1. REQUISITION NUMBER 1000051009		PAGE 1 OF 7	
2. CONTRACT NO. SPE300-17-D-V264	3. AWARD/EFFECTIVE DATE 2016 DEC 13	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-17-R-0003
7. FOR SOLICITATION INFORMATION CALL:		a. NAME	b. TELEPHONE NUMBER (No collect calls)
6. SOLICITATION ISSUE DATE 2016 OCT 08		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: Jan Luo DJL0002 Tel: O5N-444-3424  
Email: jan.luo@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:

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

12. DISCOUNT TERMS  
Net 10 days

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 0EB95 FACILITY CODE

BORDEN DAIRY COMPANY OF ALABAMA, LLC DBA  
5014 E US HIGHWAY 84  
COWARTS AL 36321-4305  
USA

TELEPHONE NO. 3347925114

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)  
\$1,708,462.33

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. SPE30017R0003 OFFER DATED 2016-Nov-14, 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)

30b. NAME AND TITLE OF SIGNER (Type or Print)  
Marie Jenkins, Contract Spec.

30c. DATE SIGNED  
12/13/16

31b. NAME OF CONTRACTING OFFICER (Type or Print)

31c. DATE SIGNED  
2016 DEC 13

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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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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 ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )
		42d. TOTAL CONTAINERS

The contract has an estimated dollar value of \$1,708,462.33 with a 10% guaranteed minimum value of \$170,846.23 and 250% maximum dollar value of \$4,271,155.83.

All terms and conditions from Solicitation SPE300-17-R-0003 and Amendment 0001 to the solicitation are hereby incorporated into this contract award.

**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.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,"

<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 [osd.dibcsia@mail.mil](mailto:osd.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**

**Attachments**

**List of Attachments**

Description	File Name
ATTACH.SOI and Deliveries Schedule for SPE30017DV264	SOI & Schedule of Deliver



## Schedule of Supplies/Services

### FLUID MILK ITEMS

#### **3-Year Fixed Price w/ EPA ( 1/1/2017 THROUGH 12/28/2019 )**

#### **Group 1: Tyndall AFB, Panama City, Eglin AFB, Hurlburt Field, NAS Pensacola, FL**

<b>ITEM NO.</b>	<b>SUPPLIES/SERVICES</b>	<b>EST. ANNUAL QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
<b>1.</b>	<b>MILK, LOW FAT, CHL, 1% MILK FAT</b> HALF PINT PRODUCT CODE: <u>25351</u>	713,001	CO		
<b>2.</b>	<b>MILK, LOW FAT, CHL, 1% MILK FAT</b> HALF GALLON PRODUCT CODE: <u>253</u>	54,477	CO		
<b>3.</b>	<b>MILK, LOW FAT, CHL, 1% MILK FAT</b> THREE GALLON BIB PRODUCT CODE: <u>16</u>	36,825	CO		
<b>4.</b>	<b>MILK, CHOC, LOW FAT, CHL, 1% MILK FAT</b> HALF PINT PRODUCT CODE: <u>25396</u>	403,767	CO		
<b>5.</b>	<b>MILK, CHOC, WHOLE, CHL</b> HALF GALLON PRODUCT CODE: <u>25087</u>	429	CO		
<b>6.</b>	<b>MILK, CHOC, LOW FAT, CHL, 1% MILK FAT</b> ONE GALLON PRODUCT CODE: <u>25082</u>	231	CO		
<b>7.</b>	<b>MILK, CHOC, LOW FAT, CHL, 1% MILK FAT</b> THREE GALLON BIB PRODUCT CODE: <u>20</u>	20,454	CO		
<b>8.</b>	<b>MILK, NONFAT, CHL</b> HALF PINT PRODUCT CODE: <u>25352</u>	93,909	CO		
<b>9.</b>	<b>MILK, NONFAT, CHL</b> THREE GALLON BIB PRODUCT CODE: <u>19</u>	18	CO		
<b>10.</b>	<b>MILK, REDUCED FAT, CHL, 2% MILK FAT</b> HALF PINT PRODUCT CODE: <u>25350</u>	135,828	CO		

## Schedule of Supplies/Services

### FLUID MILK ITEMS

#### **3-Year Fixed Price w/ EPA ( 1/1/2017 THROUGH 12/28/2019 )**

#### **Group 1: Tyndall AFB, Panama City, Eglin AFB, Hurlburt Field, NAS Pensacola, FL**

<b>11. MILK, REDUCED FAT, CHL, 2% MILK FAT</b>		
THREE GALLON BIB	1,542	CO
PRODUCT CODE: <u>18</u>		
<b>12. MILK, WHOLE, CHL</b>		
HALF PINT	78,831	CO
PRODUCT CODE: <u>25349</u>		
<b>13. MILK, WHOLE, CHL</b>		
HALF GALLON	13,638	CO
PRODUCT CODE: <u>956</u>		
<b>14. MILK, WHOLE, CHL</b>		
ONE GALLON	6,336	CO
PRODUCT CODE: <u>23</u>		
<b>15. MILK, LACTOSE FREE, NONFAT, CHL</b>		
HALF GALLON	1,503	CO
PRODUCT CODE: <u>4292</u>		
<b>16. EGGNOG, CHL</b>		
ONE PINT	9,150	CO
PRODUCT CODE: <u>25323</u>		
<b>17. EGGNOG, CHL</b>		
ONE QUART	399	CO
PRODUCT CODE: <u>25324</u>		
<b>18. BUTTERMILK, CHL</b>		
HALF GALLON	6	CO
PRODUCT CODE: <u>271</u>		

## Schedule of Supplies/Services

### OTHER DAIRY ITEMS

#### First Tier - Fixed Price (1/1/2017 THROUGH 12/29/2018)

#### Group 1: Tyndall AFB, Panama City, Eglin AFB, Hurlburt Field, NAS Pensacola, FL

##### 19. HALF AND HALF, CHL, 10.5% - 18%, MILK

ONE QUART 88 CO

PRODUCT CODE: 25626

##### 20. ICE CREAM MIX, REDUCED FAT, VANILLA, CHL, LIQ

HALF GALLON 35,252 CO

PRODUCT CODE: 503

##### 21. ICE CREAM MIX, REDUCED FAT, CHOC, CHL, LIQ

HALF GALLON 18,010 CO

PRODUCT CODE: 12253

##### 22. CHEESE, COTTAGE, LOW FAT, CHL, CREAMED, LARGE OR SMALL CURD

FIVE POUND CO 12,164 CO

PRODUCT CODE: 25152

##### 23. SOUR CREAM, CHL, CULTURED OR ACIDIFIED, 18% MILK FAT

FIVE POUND CO 1,782 CO

PRODUCT CODE: 21945

##### 24. JUICE, ORANGE, CHL, SINGLE STRENGTH

HALF PINT 251,240 CO

PRODUCT CODE: 626

##### 25. YOGURT, LOW FAT, ASSORTED, CHL

SIX OUNCE CO 283,668 CO

FLAVOR: VANILLA PRODUCT CODE: 10285

FLAVOR: STRAWBERRY PRODUCT CODE: 10286

FLAVOR: STRAWBERRY & BANANA PRODUCT CODE: 10287

FLAVOR: PEACH PRODUCT CODE: 10288

FLAVOR: BLUEBERRY PRODUCT CODE: 10289

## Schedule of Supplies/Services

### OTHER DAIRY ITEMS

#### Second Tier - Fixed Price (12/30/2018 THROUGH 12/28/2019)

#### Group 1: Tyndall AFB, Panama City, Eglin AFB, Hurlburt Field, NAS Pensacola, FL

##### 19. HALF AND HALF, CHL, 10.5% - 18%, MILK

ONE QUART 44 CO

PRODUCT CODE: 25626

##### 20. ICE CREAM MIX, REDUCED FAT, VANILLA, CHL, LIQ

HALF GALLON 17,626 CO

PRODUCT CODE: 503

##### 21. ICE CREAM MIX, REDUCED FAT, CHOC, CHL, LIQ

HALF GALLON 9,005 CO

PRODUCT CODE: 12253

##### 22. CHEESE, COTTAGE, LOW FAT, CHL, CREAMED, LARGE OR SMALL CURD

FIVE POUND CO 6,082 CO

PRODUCT CODE: 25152

##### 23. SOUR CREAM, CHL, CULTURED OR ACIDIFIED, 18% MILK FAT

FIVE POUND CO 891 CO

PRODUCT CODE: 21945

##### 24. JUICE, ORANGE, CHL, SINGLE STRENGTH

HALF PINT 125,620 CO

PRODUCT CODE: 626

##### 25. YOGURT, LOW FAT, ASSORTED, CHL

SIX OUNCE CO 141,834 CO

FLAVOR: VANILLA PRODUCT CODE: 10285

FLAVOR: STRAWBERRY PRODUCT CODE: 10286

FLAVOR: STRAWBERRY & BANANA PRODUCT CODE: 10287

FLAVOR: PEACH PRODUCT CODE: 10288

FLAVOR: BLUEBERRY PRODUCT CODE: 10289

**GROUP 1 ESTIMATED TOTAL FOR FLUID MILK ITEMS:**

**GROUP 1 ESTIMATED TOTAL FOR TIER 1 OTHER DAIRY ITEMS:**

**GROUP 1 ESTIMATED TOTAL FOR TIER 2 OTHER DAIRY ITEMS:**

## Delivery Schedules

**1/1/2017 THROUGH 12/28/2019**

**Group 1: Tyndall AFB, Panama City, Eglin AFB, Hurlburt Field, NAS Pensacola, FL**

### **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.

**Borden Dairy Company of Florida is an EDI vendor**

### **ORDERING, INVOICING AND PAYMENT POINTS-OF-CONTACT:**

POINT(S) OF CONTACT FOR ORDERING: Pattie Bagwell

PHONE NUMBER: 800-239-5114 x253

EMAIL: [pattie.bagwell@bordendairy.com](mailto:pattie.bagwell@bordendairy.com)

POINT(S) OF CONTACT FOR INVOICING AND PAYMENT: Rolanda Homan

PHONE NUMBER: 214-258-1212

FAX NUMBER: 214-258-1509

EMAIL: [rolanda.holman@bordendairy.com](mailto:rolanda.holman@bordendairy.com)

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".

## Schedule of Deliveries

### **DESCRIPTION/SPECIFICATIONS:**

**1/1/2017 THROUGH 12/28/2019**

**Group 1: Tyndall AFB, Panama City, Eglin AFB, Hurlburt Field, NAS Pensacola, FL**

<b><u>LOCATION</u></b>	<b><u>TIME OF DELIVERIES</u></b>	<b><u>FREQUENCY AND LIMITATIONS</u></b>
<b><u>TYNDALL AFB, FLORIDA</u></b>		
<b><u>FT9019</u></b>		
BERG-LILES DINING FACILITY Bldg. 1690 113 Suwannee Road Tyndall AFB, FL 32403 POC: Oleksandr Mikhno; Lazarion Brown Phone: 850-283-4345	0630-0900	Mon, Tue, Thu, Fri
<b><u>FT9020</u></b>		
EAGLE QUICK TURNBULL Bldg. 153 113 Suwannee Road Tyndall AFB, FL 32403 POC: Andrew Turnbull Phone: 850-283-4345	0700-1100	Mon, Tue, Thu, Fri
<b><u>FT9021</u></b>		
TYNDALL AFB PRIME RIBS TRNG CTR Det I, 823 Red Horse Bldg. 9480 264 Strange Point Loop Tyndall AFB, FL 32403 POC: Melinda Kuku Phone: 850-238-8750	0630-0900	Mon, Tue, Thu, Fri
<b><u>FT9403</u></b>		
TYNDALL AFB CIDLD DEVELOPMENT CTR Bldg. 1410 1410 Mississippi Ave. Tyndall AFB, FL 32403 POC: Ester Brown-Robinson Phone: 850-283-4747	0630-0900	Mon, Tue, Thu, Fri

## Schedule of Deliveries

### **DESCRIPTION/SPECIFICATIONS:**

**1/1/2017 THROUGH 12/28/2019**

**Group 1: Tyndall AFB, Panama City, Eglin AFB, Hurlburt Field, NAS Pensacola, FL**

<b><u>LOCATION</u></b>	<b><u>TIME OF DELIVERIES</u></b>	<b><u>FREQUENCY AND LIMITATIONS</u></b>
<b><u>FT9572</u></b>		
TYNDALL YOUTH CENTER 113 Suwannee Road Stop 31 Tyndall AFB, FL 32403 POC: Marie Pippin Phone: 850-283-4366	0630-0900	Mon, Tue, Thu, Fri
<b><u>PANAMA CITY</u></b>		
<b><u>N61331</u></b>		
PANAMA CITY SEASHORE MESS 101 Vernon Ave Panama City, FL 32407 POC: Ray Walsh Email: <a href="mailto:ray.walsh@navy.mil">ray.walsh@navy.mil</a> Phone: 850-235-5023	0900-1100	Tue and Thu
<b><u>EGLIN AFB, FLORIDA</u></b>		
<b><u>FT9002</u></b>		
SEABREEZE DINING FACILITY Bldg. 17D East D Avenue Eglin AFB, FL 32542-5648 POC: Eric Hempen Phone: 850-883-9043	0600-0800	Mon through Fri
<b><u>FT6628</u></b>		
DUKE FIELD DINING HALL Bldg. 3017 506 Drone Street Field 3- Eglin AFB, FL 32542-6644 POC: Peter Wong Phone: 850-883-6914	0600-0800	Mon and Thu

## Schedule of Deliveries

### **DESCRIPTION/SPECIFICATIONS:**

**1/1/2017 THROUGH 12/28/2019**

**Group 1: Tyndall AFB, Panama City, Eglin AFB, Hurlburt Field, NAS Pensacola, FL**

<b><u>LOCATION</u></b>	<b><u>TIME OF DELIVERIES</u></b>	<b><u>FREQUENCY AND LIMITATIONS</u></b>
<b><u>FT9004</u></b>		
TRADE WINDS FLIGHT FEEDING FACILITY Bldg. 60 Choctawhatchee Ave, Eglin AFB, FL 32542 POC: Eric Hempen Phone: 850-882-5014	0600-0800	Mon and Thu
<b><u>FT9005(Ordering Point FT9002)</u></b>		
LIGHTENING DINING FACILITY Bldg. 1362 1362 Lightening Way Eglin AFB, FL 32540 POC: Kelly Riddle Phone: 850-883-4682	0600-0800	Mon, Wed, Fri
<b><u>FT2823</u></b>		
EGLIN AFB HOSPITAL Bldg. 2805 307 Boatner Road Eglin AFB, FL 32542 POC: QUON SIMMONS Phone: 850-883-9118	0600-0800	Mon through Fri
<b><u>FT9409</u></b>		
EGLIN CHILD DEV CENTER Bldg. 3279 Gaffney Road Eglin AFB, FL 32542 POC: Juhmal Webb/Melanie Blacknall Phone: 850-883-7425	0600-0800	Mon, Wed, Fri



## Schedule of Deliveries

### **DESCRIPTION/SPECIFICATIONS:**

**1/1/2017 THROUGH 12/28/2019**

**Group 1: Tyndall AFB, Panama City, Eglin AFB, Hurlburt Field, NAS Pensacola, FL**

<b><u>LOCATION</u></b>	<b><u>TIME OF DELIVERIES</u></b>	<b><u>FREQUENCY AND LIMITATIONS</u></b>
<b><u>FT9471</u></b>		
EGLIN CHILD DEVELOPMENT MODULAR T2579 Foster Drive Eglin AFB, FL 32544 POC: Melanie Blacknall/Angela Hensen Phone: 850-882-5519	0600-0800	Mon, Wed, Fri
<b><u>FT9503</u></b>		
EGLIN YOUTH CENTER Bldg. 2585 Eglin AFB, FL 32542 POC: Melanie Blacknall Phone: 850-882-5519	0600-0800	Mon, Wed, Fri
<b><u>W813M9</u></b>		
EGLIN ARMY RANGER CAMP Bldg. 6027 6069 Walker lane Eglin AFB, FL 32542 POC: Brunlda Velez Phone: 850-545-3411	0600-0800	Tue
<b><u>N46207</u></b>		
NAVAL SCHOOL EXPLOSIVE ORDINANCE 8840(Range 51) 304 N. MCCarthy Ave Eglin AFB, FL 32542-5649 POC: Wo. Cullipher/ Paul Poling (FSO)/ Michael Ayson Phone: 850-882-5080/850-452-7056/ 850-452-7050	As Needed	

## Schedule of Deliveries

### DESCRIPTION/SPECIFICATIONS:

1/1/2017 THROUGH 12/28/2019

Group 1: Tyndall AFB, Panama City, Eglin AFB, Hurlburt Field, NAS Pensacola, FL

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
<b><u>W6CESF(Ordering Point: W31NWU)</u></b>		
7TH SPECIAL SERVICES GROUP Bldg. 4570 8 <sup>th</sup> Special Forces Way Eglin AFB, FL 32542 POC: Sherry Brown Phone: 334-255-9582	As Needed	
<b><u>W6CRFS(Ordering Point: W813M9)</u></b>		
CAMP RUDDER Bldg. 6027 6069 Walker Lane Eglin AFB, FL 32542 POC: Brunilda Velez/Sherry Brown Phone: 334-255-9582	As Needed	
<b><u>HURLBURT FIELD, FLORIDA</u></b>		
<b><u>FT9007</u></b>		
HURLBURT FIELD REEF DINING FACILITY Bldg. 90326 313 Cody Ave. Hurlbert Field, FL 32544-5328 POC: William Mickler; John Bresch Phone: 850-884-4970/850-884-6935	0600-0800	Mon, Wed, Fri
<b><u>FT9009</u></b>		
HURLBURT FIELD RIPTIDE DINING FACILITY Bldg. 91007 150 Loop Road Hurlbert Field, FL 32544-5328 POC: Quon Simmons Phone: 850-884-4970	0600-0800	Mon, Wed, Fri

## Schedule of Deliveries

### DESCRIPTION/SPECIFICATIONS:

1/1/2017 THROUGH 12/28/2019

Group 1: Tyndall AFB, Panama City, Eglin AFB, Hurlbert Field, NAS Pensacola, FL

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
<b><u>FT9410</u></b>		
HURLBERT FIELD CHILD DEV CENTER Bldg. 90353 108 Mcmillian Street Hurlbert Field, FL 32544 POC: Joann Lewis/ Pamela Hite Phone: 850-881-1272	0600-0700	Mon and Thu
<b><u>FT9609 (Ordering Point FT9410)</u></b>		
CHILD DEVELOPMENT CENTER EAST Bldg. 91168 133 Uelmanis Street Hurlbert Field, FL 32544 POC: Joann Lewis Phone: 850-884-5166	0600-0700	Mon and Thu
<b><u>FT9610 (Ordering Point FT9410)</u></b>		
CHILD DEVELOPMENT CENTER WEST Bldg. 90306 26 Weaver Ave. Hurlbert Field, FL 32544 POC: Joann Lewis Phone: 850-884-5166	0600-0700	Mon and Thu
<b><u>NAS PENSACOLA, FLORIDA N00204</u></b>		
NAS PENSACOLA GALLEY Bldg. D601 2 Taylor RD Pensacola, FL 32508 POC: Wo. Cullipher/ Paul Poling (FSO)/ Michael Ayson Phone: 850-882-5080/850-452-7056/ 850-452-7050	0800-1100	Mon and Thu

## Schedule of Deliveries

### DESCRIPTION/SPECIFICATIONS:

1/1/2017 THROUGH 12/28/2019

Group 1: Tyndall AFB, Panama City, Eglin AFB, Hurlburt Field, NAS Pensacola, FL

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
<b><u>N63082</u></b>		
CORRY NATTC GALLEY 3900 Taylor RD Pensacola, FL 32511 POC: Wo. Cullipher/ Paul Poling (FSO)/ Michael Ayson Phone: 850-882-5080/850-452-7056/ 850-452-7050	0530-1100	Mon through Fri
<b><u>N63093</u></b>		
NAS PENSACOLA MAIN GALLEY Bldg.3900 2 Taylor RD Pensacola, FL 32508 POC: Wo. Cullipher/ Paul Poling (FSO)/ Michael Ayson Phone: 850-882-5080/850-452-7056/ 850-452-7050	0530-1100	Mon through Fri

NOTE: 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.**