

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

1. REQUISITION NUMBER 1000059513	PAGE 1 OF 7
2. CONTRACT NO. SPE300-18-D-W565	3. AWARD/EFFECTIVE DATE 2017 OCT 05
4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-17-R-0055
6. SOLICITATION ISSUE DATE 2017 AUG 17	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

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: 311812

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8 (A) SIZE STANDARD:1000

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

SEE SCHEDULE

16. ADMINISTERED BY

SEE BLOCK 9
Criticality: PAS: None

17a. CONTRACTOR/ OFFEROR

BIMBO BAKERIES USA, INC DBA BIMBO BAKERIES USA
255 BUSINESS CENTER DR STE 200
HORSHAM PA 19044-3424
USA

TELEPHONE NO. 4028450341

18a. PAYMENT WILL BE MADE BY

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)
\$94,178.89

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. SPE30017R0055 OFFER DATED 2017-Sep-20. 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

30b. NAME AND TITLE OF SIGNER (Type or Print)
Dean Benelke FSM

30c. DATE SIGNED
10-5-17

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

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

31c. DATE SIGNED
2017 OCT 05

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000059513	PAGE 1 OF 7
2. CONTRACT NO. SPE300-18-D-W565	3. AWARD/EFFECTIVE DATE 2017 OCT 05	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-17-R-0055	6. SOLICITATION ISSUE DATE 2017 AUG 17	
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: 311812 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:1000		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 10 days		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	
15. DELIVER TO SEE SCHEDULE		CODE	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS: None		CODE	SPE300		
17a. CONTRACTOR/ OFFEROR BIMBO BAKERIES USA, INC DBA BIMBO BAKERIES USA 255 BUSINESS CENTER DR STE 200 HORSHAM PA 19044-3424 USA TELEPHONE NO. 4028450341	CODE 1RBL5	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			
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	See Schedule			23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$94,178.89	
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<input checked="" 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.	
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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) Alicia Harris alicia.harris@dla.mil PSPTPBN		31c. DATE SIGNED 2017 OCT 05

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
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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 (YY/MM/DD)
		42d. TOTAL CONTAINERS

BLOCK 25.
25% MINIMUM GUARANTEED: \$9,417.89 .
250% MAXIMUM DOLLAR VALUE IS \$94,178.89

BLOCK 26.
TOTAL AWARD AMOUNT FOR A THREE YEAR PERIOD IS \$37,671.55
THE CONTRACT PERIOD OF PERFORMANCE IS FROM OCTOBER 15, 2017 - OCTOBER 10, 2020.
Tier 1: October 15, 2017 - October 12, 2019
Tier 2: October 13, 2019 - October 10, 2020

CONTINUED ON NEXT PAGE

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.

CONTINUED ON NEXT PAGE

(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, 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.

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(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.Attachment: Award Doc	award doc 565.doc

Schedule of Items

DESCRIPTION/SPECIFICATIONS:

Group I: Kirtland AFB, NM

Tier 1: October 15, 2017 – October 12, 2019

Item	Item Name/Description	Product Code	Count per PKG	PKG Size in OZ	Estimate LBS	Price per PKG	Price per LBS	Total Price per LBS
1	BREAD, WHITE, FRESH, SLICED, PAN BAKED, SANDWICH, ENRICHED	7313000001	1	24	258			
2	BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST)	7313203070	1	24	2,175			
3	BREAD, WHOLE GRAIN WHITE, FRESH	7294570544	1	20	1,855			
4	BREAD, 100 % WHOLE WHEAT, FRESH, PAN BAKED, SANDWICH	7870080322	1	24	4,110			
5	BREAD, RAISIN, FRESH, SLICED, PAN BAKED, ROUND TOP	5040002340	1	16	686			
6	BREAD, RYE, FRESH, SLICED, PAN BAKED, ROUND TOP	7313000392	1	32	72			
7	MUFFIN, ENGLISH, FRESH	7870000493	12	26	563			
8	ROLLS, HAMBURGER, FRESH, WHITE, PAN BAKED	7870041041	12	24	2,805			
9	ROLLS, HAMBURGER, FRESH, SLICED, WHOLE WHEAT	7167301872	16	32	1,996			
10	ROLLS, DINNER, FRESH, WHITE, PAN-BAKED	7294576301	12	17	2,610			
11	ROLLS, DINNER, FRESH, WHOLE WHEAT, PAN-BAKED	7870080128	1	18	1,635			
12	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, ENRICHED	7870041042	12	18	351			
13	ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE, PAN BAKED	7341013552	6	15	2,794			
14	BAGELS, ASSORTED INCLUDING PLAIN, FRESH	See Below	6	20	1,510			
							Total Price for Tier 1:	\$ 24,858.33

Bagel Flavors	Product Code
Flavor: PLAIN 4154	7294535066
Flavor: BLUEBERRY 4157	7294535069
Flavor: CINNAMON RAISIN 4159	7294535070

Schedule of Items

DESCRIPTION/SPECIFICATIONS:

Group I: Kirtland AFB, NM

Tier 2: October 13, 2019 – October 10, 2020

Item	Item Name/Description	Product Code	Count per PKG	PKG Size in OZ	Estimate LBS	Price per PKG	Price per LBS	Total Price per LBS
1	BREAD, WHITE, FRESH, SLICED, PAN BAKED, SANDWICH, ENRICHED	7313000001	1	24	129			
2	BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST)	7313203070	1	24	1,088			
3	BREAD, WHOLE GRAIN WHITE, FRESH	7294570544	1	20	928			
4	BREAD, 100 % WHOLE WHEAT, FRESH, PAN BAKED, SANDWICH	7870080322	1	24	2,055			
5	BREAD, RAISIN, FRESH, SLICED, PAN BAKED, ROUND TOP	5040002340	1	16	343			
6	BREAD, RYE, FRESH, SLICED, PAN BAKED, ROUND TOP	7313000392	1	32	36			
7	MUFFIN, ENGLISH, FRESH	7870000493	12	26	282			
8	ROLLS, HAMBURGER, FRESH, WHITE, PAN BAKED	7870041041	12	24	1,403			
9	ROLLS, HAMBURGER, FRESH, SLICED, WHOLE WHEAT	7167301872	16	32	998			
10	ROLLS, DINNER, FRESH, WHITE, PAN-BAKED	7294576301	12	17	1,305			
11	ROLLS, DINNER, FRESH, WHOLE WHEAT, PAN-BAKED	7870080128	1	18	818			
12	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, ENRICHED	7870041042	12	18	176			
13	ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE, PAN BAKED	7341013552	6	15	1,397			
14	BAGELS, ASSORTED INCLUDING PLAIN, FRESH	See Below	6	20	755			
							Total Price for Tier 2:	\$ 12,813.23

Bagel Flavors	Product Code
Flavor: PLAIN 4154	7294535066
Flavor: BLUEBERRY 4157	7294535069
Flavor: CINNAMON RAISIN 4159	7294535070

Total Estimated Dollar Value (Tier I and Tier II): \$37,671.55

Schedule of Items

Group I: Kirtland AFB, NM

October 15, 2017 – October 10, 2020

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

ORDERING, INVOICING AND PAYMENT POINTS-OF-CONTACT:

POINT(S) OF CONTACT FOR ORDERING: Roger Poe
PHONE NUMBER: (505) 345-3481
FAX NUMBER: (505) 345-5979
EMAIL: RPoe@bbumail.com

POINT(S) OF CONTACT FOR INVOICING AND PAYMENT: Roger Poe
PHONE NUMBER: (505) 345-3481
FAX NUMBER: (505) 345-5979
EMAIL: RPoe@bbumail.com

ORDERING AND DELIVERY QUALIFICATIONS: 168 hour Lead time on items 1-14.
NON-BAKE DAYS: Sunday and Wednesday

FOR ALL DELIVERY LOCATIONS IN GROUP I:

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: RapidGate 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 **freshness requirements:**

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. Brown and Serve Rolls must be delivered within 36 hours after production.
3. 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.

Schedule of Deliveries

DESCRIPTION/SPECIFICATIONS:

Group I: Kirtland AFB, NM

October 15, 2017 – October 10, 2020

<u>ACTIVITY</u>	<u>DELIVERY POINTS</u> <u>TIME OF DELIVERY</u>	<u>FREQUENCY &</u> <u>LIMITATIONS</u>
<u>Kirtland AFB, NM</u>		
Ordering Point /Ship to DoDACC :FT9513 Youth Programs 8001 G Ave-BLDG # 20234 Kirtland AFB, NM 87117 POC: Juana Scribner (505)846-2042	06:30AM-03:00PM	One deliveries per week
Ordering Point /Ship to DoDACC: FT9511 CDC East Bld # 20160 Texas and Gibson Kirtland AFB POC: Cassandra Helms (505)846-1103 or Angela Lowery (505)846-1103		Friday mornings as needed.
Ordering Point /Ship to DoDACC: FT9512 Maxwell CDC 1450 Maxwell Ave SE Building 1914 Kirtland AFB, NM 87117 POC: Mariela Jaramillo (505)853-5510 or Sherry Lyke (505)853-5512	07:00AM-08:00AM	Monday
Ordering Point DoDACC: FT9136 Ship to DoDAAC: FT9167 1551 First Street BLDG 20350 Kirtland AFB, 87117 POC: Daniel Lynn (505)846-0587 or Fay Aragon/Trystan Beenau (505)853-1767	Before 08:00AM	Mon, Tue, Thur & Fri
Ordering Point /Ship to DoDAAC: FT6311 NM Air National Guard 150 FW SVF NMANG Bldg. 1055 2251 Air Guard Road SE Kirtland AFB, NM 87117 POC: TSgt Conrado Armijo conrado.armijo@us.af.mil (505)846-8972	As Needed	

NOTE: FOR GROUP I: 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.**