

**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-W566

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  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

CODE

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

CODE  
1RBL5

FACILITY CODE

TELEPHONE NO. 4028450341

18a. PAYMENT WILL BE MADE BY  
DEF FIN AND ACCOUNTING SVC  
BSM  
P O BOX 182317  
COLUMBUS OH 43218-2317  
USA

CODE  
SL4701

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

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)  
\$938,981.27

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  


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

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

30c. DATE SIGNED  
10-5-17

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

31c. DATE SIGNED  
2017 OCT 05

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 1000059513	PAGE 1 OF 7		
2. CONTRACT NO. SPE300-18-D-W566	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				
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	16. ADMINISTERED BY SEE BLOCK 9 Critically: PAS: None CODE SPE300			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA CODE SL4701					
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM		18c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>					
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) \$938,981.27			
<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 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.			
<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. 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			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: \$93,898.13  
250% MAXIMUM DOLLAR VALUE IS \$938,981.27

BLOCK 26.  
TOTAL AWARD AMOUNT FOR A THREE YEAR PERIOD IS \$375,592.51  
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

**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.Attachment: Award Doc	award doc 566.doc

**Schedule of Items**

**DESCRIPTION/SPECIFICATIONS:**

Group II: Cannon AFB, NM; Fort Bliss, TX; El Paso, TX

**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
15	BREAD, WHITE, FRESH, SLICED, PAN BAKED, SANDWICH, ENRICHED	7087000100	1	24	70,395			
16	BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST)	7087000011	1	24	52,884			
17	BREAD, WHOLE WHEAT, FRESH, PAN BAKED, SANDWICH	7087000042	1	20	43,828			
18	BREAD, RAISIN, FRESH, SLICED, PAN BAKED, ROUND TOP	5040002340	1	16	8,060			
19	BREAD, RYE, FRESH, SLICED, PAN BAKED	7313002539	1	16	6,828			
20	MUFFIN, ENGLISH, FRESH	7313002580	6	13	4,263			
21	ROLLS, HAMBURGER, FRESH, WHITE, PAN BAKED	7087000374	12	21	55,542			
22	ROLLS, DINNER, FRESH, WHITE, PAN-BAKED	7294576301	12	17	7,402			
23	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, ENRICHED	7087000320	12	18	26,078			
24	ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE, PAN BAKED	7341013552	6	15	9,398			
25	BAGELS, ASSORTED INCLUDING PLAIN, FRESH	See Below	6	20	17,489			
							Total Price for Tier 1:	\$247,838.61

Bagel Flavors	Product Code
Flavor: PLAIN BAGEL	4812127707
Flavor: CINN/ RAISIN BAGEL	4812129208
Flavor: BLUEBERRY BAGEL	4812125504
Flavor: WHOLE WHEAT BAGEL	4812125505

**Schedule of Items**

**DESCRIPTION/SPECIFICATIONS:**

Group II: Cannon AFB, NM; Fort Bliss, TX; El Paso, TX

**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
15	BREAD, WHITE, FRESH, SLICED, PAN BAKED, SANDWICH, ENRICHED	7087000100	1	24	35,198			
16	BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST)	7087000011	1	24	26,442			
17	BREAD, WHOLE WHEAT, FRESH, PAN BAKED, SANDWICH	7087000042	1	20	21,914			
18	BREAD, RAISIN, FRESH, SLICED, PAN BAKED, ROUND TOP	5040002340	1	16	4,030			
19	BREAD, RYE, FRESH, SLICED, PAN BAKED	7313002539	1	16	3,414			
20	MUFFIN, ENGLISH, FRESH	7313002580	6	13	2,132			
21	ROLLS, HAMBURGER, FRESH, WHITE, PAN BAKED	7087000374	12	21	27,771			
22	ROLLS, DINNER, FRESH, WHITE, PAN-BAKED	7294576301	12	17	3,701			
23	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, ENRICHED	7087000320	12	18	13,039			
24	ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE, PAN BAKED	7341013552	6	15	4,699			
25	BAGELS, ASSORTED INCLUDING PLAIN, FRESH	See Below	6	20	8,745			
							Total Price for Tier 2:	\$127,753.90

Bagel Flavors	Product Code
Flavor: PLAIN BAGEL	4812127707
Flavor: CINN/ RAISIN BAGEL	4812129208
Flavor: BLUEBERRY BAGEL	4812125504
Flavor: WHOLE WHEAT BAGEL	4812125505

**Total Estimated Dollar Value (Tier I and Tier II): \$375,592.51**

**Schedule of Items**

Group II: Cannon AFB, NM; Fort Bliss, TX; El Paso, TX

**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 15-25.**  
**NON-BAKE DAYS: Sunday and Wednesday; Cannon AFB - Sunday, Wednesday and Friday**

**FOR ALL DELIVERY LOCATIONS IN GROUP 1:**

**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 II: Cannon AFB, NM; Fort Bliss, TX; El Paso, TX

**October 15, 2017 – October 10, 2020**

<u>ACTIVITY</u>	<u>DELIVERY POINTS</u> <u>TIME OF DELIVERY</u>	<u>FREQUENCY &amp;</u> <u>LIMITATIONS</u>
<b>Cannon AFB, NM</b> <b>Ordering Point/Ship to DoDAAC: FT9483</b> <b>CDC #1</b> Location: 335 DL Ingram Ave Cannon AFB, NM POC: Vanessa Nieves or Jan Mills (575)784-2704	06:00AM-10:00AM	Friday
<b>Ordering Point/Ship to DoDAAC: FT9484</b> <b>CDC #2</b> 101 James Boatwright Ave Cannon AFB, NM POC: Jennie Halfman or Jan Mills (575)784-6259	06:00AM-10:00AM	Friday
<b>Ordering Point /Ship to DoDAAC: FT9140</b> <b>Pecos Trail Dining Facility</b> Bldg 1199 203 N. Air Commando Way Cannon AFB, NM 88103 POC: SSgt Antonio JIMENEZ <a href="mailto:antonio.jimenez.1@us.af.mil">antonio.jimenez.1@us.af.mil</a> (575)784-2420	06:00AM-09:00AM	Four deliveries per week
<b>Ordering Point DoDAAC: FT9140</b> <b>Ship to DoDAAC: FT9031</b> <b>High Plains Café</b> 100 S. Dagger Road Cannon AFB, NM 88103 POC: TSgt Nathan Wallace or SSgt Manual Granados (575)904-3139	As Needed	

## Schedule of Deliveries

### DESCRIPTION/SPECIFICATIONS:

Group II: Cannon AFB, NM; Fort Bliss, TX; El Paso, TX

**October 15, 2017 – October 10, 2020**

<u>ACTIVITY</u>	<u>DELIVERY POINTS</u>	<u>FREQUENCY &amp; LIMITATIONS</u>
<u>TIME OF DELIVERY</u>		
<b><u>Fort Bliss, TX</u></b>		
<b>Ordering Point DoDACC: W45C08 (For all Fort Bliss)</b>		
<b>Subsistence Supply Management Office (SSMO)</b> 1109 Aleshire Road BLDG 1109 Fort Bliss, TX 79916 POC: Eric Hickman (915)568-1639 (915) 568-0441 (915) 568-5007	06:00AM-3:30 PM	Up to five (5) deliveries per week
<b>Ship to DoDACC: 0906DF</b> <b>906 Pleasanton Road</b> BLDG 0906 Fort Bliss, TX 79916 POC: Eric Hickman (915)568-1639	06:00AM – 3:30PM	Up to five (5) deliveries per week (loading dock)
<b>Ship to DoDACC: 9436DF</b> <b>9510 Mcgregor Range</b> 9510 Hercules Street Mcgregor Range Fort Bliss, TX 79916 POC: Eric Hickman (915)568-1639	06:00AM – 3:30PM	Up to five (5) deliveries per week
<b>Ship to DoDACC: 20226D</b> <b>G Street, Biggs Field</b> Fort Bliss, TX 79916 POC: Eric Hickman (915)568-1639	06:00AM – 3:30PM	Up to five (5) deliveries per week
<b>Ship to DoDACC: 20626D</b> <b>East Biggs Field</b> BLDG 20626 Cold Water Street Fort Bliss, TX 79916 POC's: Eric Hickman (915)568-1639	06:00AM – 3:30PM	Up to five (5) deliveries per week

**Schedule of Deliveries**

**DESCRIPTION/SPECIFICATIONS:**

Group II: Cannon AFB, NM; Fort Bliss, TX; El Paso, TX

**October 15, 2017 – October 10, 2020**

**DELIVERY POINTS**

<b><u>ACTIVITY</u></b>	<b><u>TIME OF DELIVERY</u></b>	<b><u>FREQUENCY &amp; LIMITATIONS</u></b>
<b>Ship to DoDACC: 11316D</b> <b>Biggs Field</b> 11316 Aviator Café Sims Road 11316 Fort Bliss, TX 79916 POCs: Eric Hickman (915)568-1639	07:30AM-3:30 PM	Up to five (5) deliveries per week
<b>Ship to DoDACC: 21214D</b> 21214 Bayonet Ave Fort Bliss, TX 79916 POC: Eric Hickman (915) 568-1639	06:00AM-3:30PM	Up to five (5) deliveries per week
<b><u>EL Peso, TX</u></b> <b>Ordering Point /Ship to DoDAAC: 1674GE</b> <b>D Carrasco JCC</b> 11155 Gateway West Main Building El Paso TX , 79935 Bobby Herrera (915)225-1941 ext 1997	05:30AM – 3:30PM	Three (3) deliveries per week

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.**