SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30							1. REQUISITION NUMBER				Р	AGE 1 O	F 8
		3. AWARD/EFFECTI					1000199				6 90	LICITATION	IICCIIE
2. CONTRACT NO	Э.	DATE	VE Z	4. ORDER NUMBER			5. SOLICITATION NUMBER				DATE		
SPE300-25-D-5	5006	2025 MAY 16	5				SPE300	-25-R-X	011			2025 APR	30
7. FOR SOLIC INFORMATIO		a. NAME	•				b. TELEPH calls)	ONE NU	JMBER <i>(N</i>	o collect		FER DUE D CAL TIME	ATE/
9. ISSUED BY		C	ODE	SPE300	10. THIS AC	QUISITION	N IS	UNR	ESTRICTE	D OR	SET AS	IDE:	% FOR
DLA TROOP SUP DIRECTORATE O 700 ROBBINS AV PHILADELPHIA P USA Local Admin: Marc Email: Marcus.Bei	OF SUBSISTENCE (ENUE PA 19111-5096 cus Berenato DMB0273	3 Tel: DSN(445) 737-8167	7 Fax: 000-	-000-0000	HUBZ BUSIN SERV VETE	L BUSINE: ONE SMA IESS /ICE-DIS ERAN-OV LL BUSIN	ABLED VNED	(WOS	LL BUSINE	LE UNDE SS PROG	R THE W	/OMEN-OWI	NED
11. DELIVERY FOR		12. DISCOUNT TERI	MS						13b. RAT	ING			
MARKED	BEGGINIO						NTRACT IS A DRDER UND		14 METL	IOD OF SO	OLICITAT	FION	
SEE SCHED	ULE	Net 30 days		DPAS (15		5 CFR 700)			METHOD OF SOLICIT		_	FP	
15. DELIVER TO		C	ODE		16. ADMIN	IISTERE	D BY				COD		
SEE SCHEDU	JLE				SEE BLO Criticality:	CK 9 PAS : Non	e						
17a. CONTRACTO	OR/ CODE 7RY	784 FAC	ILITY		18a. PAYM	IENT WIL	LL BE MADE	BY			COD	E SL470)1
DBA COCA C 9000 MARSH. LENEXA KS USA TELEPHONE NO.	9134928100				BSM P O B COLU USA	OX 1823 IMBUS C	OH 43218-23	317		N DI OOK	40-1101	F00 PL 001	
17b. CHECK		IS DIFFERENT AND F	PUT SUC	CH ADDRESS IN			IECKED.	_	SHOWN I ADDEND		18a UNL	ESS BLOCK	(
19. ITEM NO.		SCHEDULE OF SU	20. PPLIES/	SERVICES			21. QUANTITY	22. UNIT		23. Γ PRICE		24. AMOUNT	
	See Schedu	le											
25. ACCOUNTING	AND APPROPRIA	TION DATA				Į.				RD AMOU	NT (For	Govt. Use O	nly)
	TION INCCESS:	20 DV DEFEE	50.015.1	50.040.4.=====		040 - 1-	- AA		50,000.00			NE NOT ATT:	21150
		S BY REFERENCE FAR R INCORPORATES BY F							DA	ARE ARE	\vdash	RE NOT ATTA	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND					29. AWARD OF CONTRACT: REF. SPE30025RX011 OFFER								
DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED DATED 2025-May-05 YOUR OFFER ON SOLICITATION (BLC INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FOR HEREIN IS ACCEPTED AS TO ITEMS: See schedule of items													
30a. SIGNATURE	OF OFFEROR/CO	NTRACTOR					ES OF AME	RICA (S	GIGNATUR	E OF CON	ITRACTI	NG OFFICE	R)
					Paul								
30b. NAME AND 1	TITLE OF SIGNER ((Type or Print)	30c. DA	TE SIGNED			NTRACTING	OFFIC	ER <i>(Type o</i>	or Print)	3	31c. DATE S	IGNED
					Paul I Paul.l	∟e ∟e@dla.n	nil					2025	MAY 16

19. ITEM NO.		SCHEDU	20. JLE OF SUPI	PLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
32a. QUANTITY I		21 HAS BEEN SPECTED	ACCEPTI	ED, AND CONFORMS 1	го тні	E CONTR	ACT, EXCEPT	AS NOTE	D:	
32b. SIGNATUR REPRESEN		ORIZED GOVERN	NMENT	32c. DATE			NTED NAME A		OF AUTHORIZED (GOVERNMENT
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE						RNMENT REPRESENTATIVE				
						32g. E-M	AIL OF AUTHO	ORIZED G	OVERNMENT REPR	ESENTATIVE
33. SHIP NUMB	ER	34. VOUCHER N	UMBER	35. AMOUNT VERIFIE	D	36. PAY	MENT			37. CHECK NUMBER
PARTIAL	FINAL			CORRECT FOR			COMPLETE	PAR	TIAL FINAL	
38. S/R ACCOU		39. S/R VOUCHE	R NUMBER	40. PAID BY				<u> </u>		
		UNT IS CORREC E OF CERTIFYIN		PER FOR PAYMENT	42a. I	RECEIVE	D BY (Print)			
		2. 22			42b. I	RECEIVE	O AT (Location,)		
					42c. [DATE REC	C'D (YY/MM/DE	D) 4	2d. TOTAL CONTAII	NERS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED:	PAGE 3 OF 8 PAGES
	SPE300-25-D-5006	

Form

AWARD DOCUMENT

I. SOLICITATION/CONTRACT FORM

The terms and conditions set forth in the solicitation SPE300-25-R-X011 as well as the amendment 1 are incorporated into the subject contract.

The following documents are incorporated by reference into the subject contract: your final offer dated May 05, 2025, which is being accepted by the Government to form this contract.

II. PERFORMANCE PERIOD:

A. Effective Period of the Contract:

Tier 1: June 01, 2025 - May 31, 2026 Tier 2: June 01, 2026 - May 31, 2027

Ordering commences on June 02, 2025, for delivery June 04, 2025, for DoD Troop customers.

B. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

IL & KS Cans and Bottles	12 Mo	nth Estimate (Tier 1)	 ear Estimated I Including both Tiers)	Guaranteed Minimum	Cor	ntract Maximum
Group 1 IL & KS Troops	\$	68,777.36	\$ 137,554.72	\$ 6,877.74	\$	250,000.00

Group 1 - DoD Troops (Illinois/ Kansas)

The Guaranteed Minimum contract dollar value is \$6,877.74 and the Maximum contract dollar value is \$250,000.00. The guaranteed minimum and maximum, although based on estimates, are a firm dollar amount calculated as a percentage of the estimated dollar value. The guaranteed minimum constitutes the Government's legal ordering obligation under the contract.

The 12 Month (1st Tier) Estimate is \$68,777.36 and the 2 Year (All Tiers) Estimate is \$137,554.72. The term "2 Year Estimate" refers to the Government's good faith estimate of the requirement for all Tier periods.

III. ORDERING CATALOGS

The following are part of Heartland Coca-Cola's offer and are hereby incorporated as part of subject contract:

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED:	PAGE 4 OF 8 PAGES
	SPE300-25-D-5006	

Form (CONTINUED)

Offered delivered price to be utilized for all tiers of ordering. See Attachment 1 for the Pricing Proposal spreadsheet submitted on May 05, 2025.

IV. SUPPLIES OF SERVICES AND PRICES

ITEMS: Coca-Cola Cans and Bottles

CUSTOMERS: DoD Troop customers in the states of Illinois and Kansas listed in Attachment 2 of this document.

FOB TERMS: FOB Destination for all items.

CATALOG #: DoD Troop Customers in the state of Illinois and Kansas will order under SPE300-25-D-5006.

All catalog pricing is valid from the beginning and end of each tier period.

All pricing will be firm at the time of order.

Please refer to the statement of work for more guidance.

V. DELIVERIES AND PERFORMANCE

The following are the designated plant location for the performance of this contract for all contract line items:

Places of Performance:

- a) Heartland Coca-Cola 10001 Industrial Boulevard, Lenexa, Kansas 66215
- b) Heartland Coca Cola 17100 South Hedge Lane, Olathe, Kansas 66062

Please refer to the statement of work for more guidance.

Part 12 Clauses

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR

CONTINUED ON NEXT PAGE

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023) DFARS

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2024-00013) (MAY 2024) 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.

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 unclassified 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 controlled technical information or other information, as described in the Controlled Unclassified Information (CUI)

Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is --

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

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.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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 covered defense information is recorded, stored, or printed within a covered contractor 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.

Rapidly report 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 --Other Than Commercial Products and Commercial Services, 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 on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:
- (1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:
- (i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.
- (ii) 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.
- (2) 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) of this clause, the following security requirements apply:
- (i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to 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", Revision 2 (available via the internet at http://dx.doi.org/10.6028/NIST.SP.800-171).
- (ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (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.
- (B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.
- (C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.
- (D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (https://www.fedramp.gov/resources/documents/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.
- (3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.
- (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 and identified in the contract, 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 https://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 https://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 https://public.cyber.mil/eca/.
- (d) *Malicious software*. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to 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 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.
- (1) 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 covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and
- (2) Require subcontractors to --
- (i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and
- (ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED:	PAGE 8 OF 8 PAGES
	SPE300-25-D-5006	

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (JAN 2023) DFARS

252.215-7014 EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES INDIRECT OFFSETS (DEC 2022) DFARS

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) FAR

252.223-7009 PROHIBITION OF PROCUMENT OF FLOURINATED AQUEOUS FILM-FORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATIONS (MAR 2024) FAR

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) DFARS

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) DFARS

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) FAR

52.204-28 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- FEDERAL SUPPLY SCHEDULES, GOVERNMENTWIDE ACQUISITION CONTRACTS, AND MULTI--AGENCY CONTRACTS (DEC 2023) FAR

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION (DEC 2023) FAR

Attachments

List of Attachments

Description	File Name
ATTACH_Signed_Award_	25D5006 SF1449 5.14.25
Document	Contract Signed
	6.01.25-5.31.27.pdf
ATTACH_Attachment_1	Attachment 1 SOI
_The_Schedule_of_Items	25RX011.xlsx
ATTACH_Attachment_2	Attachment 2 Delivery
_Delivery_Schedule	Schedule 25RX011.xlsx