

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

1. REQUISITION NUMBER
1000225331

2. CONTRACT NO. SPE300-26-D-B010
 3. AWARD/EFFECTIVE DATE 2026 JUN 10
 4. ORDER NUMBER
 5. SOLICITATION NUMBER SPE300-26-R-X012
 6. SOLICITATION ISSUE DATE 2026 APR 23

7. FOR SOLICITATION INFORMATION CALL: 
 a. NAME
 b. TELEPHONE NUMBER (No collect calls)
 8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE SPE300
 DLA TROOP SUPPORT
 DIRECTORATE OF SUBSISTENCE
 700 ROBBINS AVENUE
 PHILADELPHIA PA 19111-5096
 USA
 Local Admin: James Barr PSPTPBQ Tel: 215-737-7975 Fax: 215-737-4246
 Email: JAMES.BARR@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: 312111
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8 (A) SIZE STANDARD: 1,400

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS Net 30 days
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO CODE
 SEE SCHEDULE
 16. ADMINISTERED BY CODE SPE300
 SEE BLOCK 9
 Criticality: PAS : None

17a. CONTRACTOR/ OFFEROR CODE ONGX9 FACILITY CODE
 COCA-COLA BEVERAGES NORTHEAST, INC.
 316 WESTERN AVE
 PORTLAND ME 04106-1720
 USA
 TELEPHONE NO. 2078040208
 18a. PAYMENT WILL BE MADE BY CODE SL4701
 DEF FIN AND ACCOUNTING SVC
 BSM
 P O BOX 182317
 COLUMBUS OH 43218-2317
 USA

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

25. ACCOUNTING AND APPROPRIATION DATA
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$350,000.00

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. SPE300-26-R-X012 OFFER DATED 2026-May-20. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS: SEE SCHEDULE OF ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
James Barr
 30b. NAME AND TITLE OF SIGNER (Type or Print) 30c. DATE SIGNED
 31b. NAME OF CONTRACTING OFFICER (Type or Print) 31c. DATE SIGNED
 James Barr JAMES.BARR@DLA.MIL 2026 JUN 10

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000225331		PAGE 1 OF 9	
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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: James Barr PSPTPBQ Tel: 215-737-7975 Fax: 215-737-4246 Email: JAMES.BARR@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: 312111 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: 1,400			
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15. DELIVER TO SEE SCHEDULE			CODE	16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS : None		CODE SPE300	
17a. CONTRACTOR/ OFFEROR COCA-COLA BEVERAGES NORTHEAST, INC. 316 WESTERN AVE PORTLAND ME 04106-1720 USA TELEPHONE NO. 2078040208		CODE ONGX9	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA		CODE SL4701	
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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 checked="" type="checkbox"/> ARE		<input 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) Kyle Sandford- FSOP Division Manager		30c. DATE SIGNED 6/10/2026		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED 2026 JUN 10	

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Form**AWARD DOCUMENT****I. SOLICITATION/CONTRACT FORM**

The following documents are incorporated by reference into the subject contract: the terms and conditions set forth in the solicitation SPE300-26-R-X012 and your offer, which is being accepted by the Government to form this contract.

II. PERFORMANCE PERIOD:

The period of performance of this contract is July 19, 2026, through July 20,2030.

Ordering commences on July 20, 2026, for delivery July 22, 2026, for DoW Troop customers.

A. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

RI, CT, NY Cans and Bottles	24 Month Estimate (Tier 1)	4 Year Estimated (Total Including both Tiers)	Guaranteed Minimum	Contract Maximum
Group 1 RI (North Kingstown), CT (New London), and NY (Fort Drum) Troops	\$37,494.60	\$74,989.20	\$1,874.73	\$350,000.00

Group 1 - Troops Customers in Connecticut (New London), New York (Fort Drum), and Rhode Island (North Kingstown)

The Guaranteed Minimum contract dollar value is \$1,874.73 and the Maximum contract dollar value is \$350,000.00. 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 24 Month (1st Tier) Estimate is \$37,494.60 and the 4 Year (All Tiers) Estimate is \$74,989.20. The term "4 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 Coca Cola Beverages Northeast offer and are hereby incorporated as part of subject contract:

Offered delivered price to be utilized for all tiers of ordering. See Attachment 1 for the Pricing Proposal spreadsheet submitted on May 20, 2026.

CONTINUED ON NEXT PAGE

Form (CONTINUED)

IV. SUPPLIES OF SERVICES AND PRICES

ITEMS: Coca-Cola Cans and Bottles

CUSTOMERS: DoW Troop customers in the states of Connecticut, New York, and Rhode Island listed in Attachment 2 of this document.

FOB TERMS: FOB Destination for all items.

CATALOG #: DoW Troop Customers in New London, CT, Fort Drum, NY, and North Kingstown, RI. I will order under SPE300-26-D-B010.

Tier 1 pricing is effective for all orders placed from 07/19/2026 through 07/15/2028.

SOLICITATION: SPE300-26-R-X012 Rhode Island (North Kingstown), Connecticut (New London) and NY (Fort Drum) Troops (Group 1)					
Attachment 1					
Tier 1 (July 19, 2026 - July 15, 2028)					
GOV'T	STOCK	Gov't Item	EST	Unit of	Tier 1
Item #	Number	Description	quantity	Issue	Case
1	896001E113661	BEV. CARB. COLA, SWT, (COKE CLASSIC), 12 OZ CAN, 24 CANS/BOX	206	C/S	
2	896001E113662	BEV. CARB. COLA, SF, (DIET COKE), W/ASPARTAME, 12 OZ CAN, 24 CANS/BOX	192	C/S	
3	896001E113664	BEV. CARB. LEMON-LIME, SWT, (SPRITE), 12 OZ CAN, 24 CANS/BOX	164	C/S	
4	896001E114422	BEV. CARB. COLA, CHERRY, SWT, (CHERRY COKE), 12 OZ CAN, 12/PG, 2 PGS/BOX	134	C/S	
5	896001E115116	BEV. CARB. ROOT BEER, SWT, (BARQ'S), 12 OZ CAN, 12/PG, 2 PGS/BOX	114	C/S	
6	896001E115564	WATER, DASANI, 20 OZ PLASTIC BOTTLE, 24/BOX	40	C/S	
7	896001E116001	BEV. CARB. COLA, VANILLA, (VANILLA COKE), 12 OZ CAN, 12/PG, 2 PGS/BOX	186	C/S	
8	896001E116751	BEV. CARB. ORANGE, SWT, (FANTA), REFRIGERATOR PACK, 12/PG, 2/BOX	106	C/S	

Tier 2 pricing is in effect for all orders placed from 07/16/2028 through 07/20/2030.

SOLICITATION: SPE300-26-R-X012 Rhode Island (North Kingstown), Connecticut (New London) and NY (Fort Drum) Troops (Group 1)					
Attachment 1					
Tier 2 (July 16, 2028 - July 20, 2030)					
GOV'T	STOCK	Gov't Item	EST	Unit of	Tier 2
Item #	Number	Description	quantity	Issue	Case
1	896001E113661	BEV. CARB. COLA, SWT, (COKE CLASSIC), 12 OZ CAN, 24 CANS/BOX	206	C/S	
2	896001E113662	BEV. CARB. COLA, SF, (DIET COKE), W/ASPARTAME, 12 OZ CAN, 24 CANS/BOX	192	C/S	
3	896001E113664	BEV. CARB. LEMON-LIME, SWT, (SPRITE), 12 OZ CAN, 24 CANS/BOX	164	C/S	
4	896001E114422	BEV. CARB. COLA, CHERRY, SWT, (CHERRY COKE), 12 OZ CAN, 12/PG, 2 PGS/BOX	134	C/S	
5	896001E115116	BEV. CARB. ROOT BEER, SWT, (BARQ'S), 12 OZ CAN, 12/PG, 2 PGS/BOX	114	C/S	
6	896001E115564	WATER, DASANI, 20 OZ PLASTIC BOTTLE, 24/BOX	40	C/S	
7	896001E116001	BEV. CARB. COLA, VANILLA, (VANILLA COKE), 12 OZ CAN, 12/PG, 2 PGS/BOX	186	C/S	
8	896001E116751	BEV. CARB. ORANGE, SWT, (FANTA), REFRIGERATOR PACK, 12/PG, 2/BOX	106	C/S	

All pricing will be firm at the time of order.

V. DELIVERIES AND PERFORMANCE

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

Form (CONTINUED)**Place of Performance:**

Coca Cola Beverages Northeast
150 SOUTH WATERFORD PARKWAY
WATERFORD, CT 068385

There is a \$100 minimum order requirement for all orders placed under this contract. The vendor is not obligated to make deliveries that are under \$100.

There is a 2-day (48 hour) order lead time for all items on this contract.
Saturdays and Sundays are non-delivery days.

Coca Cola Beverages Northeast will receive orders via e-mail DSSC-PO@cokenortheast.com

POINTS OF CONTACT FOR ORDERING/DELIVERY ISSUES/ITEM RECALLS for Ft Drum, New York:

Wendy Brown: wendy.brown@cokenortheast.com- 315-373-7972

Ron Clark
rclark@cokenortheast.com- 315-373-7606

John Reynolds
jreynolds@cokenortheast.com- 315-373-7347

Matt Leo
mleo@cokenortheast.com- 607-245-9198

POINTS OF CONTACT FOR ORDERING/DELIVERY ISSUES/ITEM RECALLS for New London, CT:

Jaclyn Isaacs
jisaacs@cokenortheast.com- 860-936-2845

Rich Mello
rmello@cokenortheast.com-860-936-2543

POINTS OF CONTACT FOR ORDERING/DELIVERY ISSUES/ITEM RECALLS for NORTH KINGSTOWN, RI:

Brian Norris
bnorris@cokenortheast.com- 401-378-4155

Rich Mello
rmello@cokenortheast.com- 860-936-2543

POINT OF CONTACT FOR INVOICING AND PAYMENT: Therese Plourde
E-mail: tplourde@cokenortheast.com.

CONTINUED ON NEXT PAGE

Form (CONTINUED)**Part 12 Clauses**

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2024-O0013) (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.

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Part 12 Clauses (CONTINUED)

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

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Part 12 Clauses (CONTINUED)

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.

(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 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

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Part 12 Clauses (CONTINUED)

(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)

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

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024) FAR

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

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

Standard Element ZB_240_7999 has no Title

52.247-34 F.O.B. DESTINATION (JAN 1991) FAR

52.253-1 COMPUTER GENERATED FORMS (DEVIATION 2026-O0038) (FEB 2026) FAR

Attachments**List of Attachments**

Description	File Name
ATTACH_Attachment_1_pricing_proposal	Attachment 1 Schedule of Items Soda RX012- DLA Troop Support.xlsx
ATTACH_Attachment_2_customer_listing	Attachment 2 CT RI NY customer listing.xlsx
ATTACH_solicitation	SPE300-26-R-X012 Can and Bottle Solicitation.pdf
ATTACH_Vendor_signed_document	Vendor signed SPE300-26-D-B010 Award Document.pdf

PID Data - Custom Clause

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C1