

**SPE300-26-Q-0001 BAG-IN-BOX BEVERAGE SOLICITATION FOR CONUS, NAVY SHIPS,
ALASKA, HAWAII, AND GUAM AREAS**

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SF1449 - CONTINUATION SHEET

CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

BLOCK 8, Offer due Date/Local Time (continued)

OFFER DUE DATE/LOCAL TIME: **April 30, 2026, 3:00 P.M. LOCAL PHILADELPHIA, PA TIME**

Solicitation Number: **SPE300-26-Q-0001**

Solicitation Issue Date: **April 21, 2026**

Solicitation Closing Date: **April 30, 2026, at 3:00 P.M., Eastern Time**

BLOCK 9 (CONTINUED)

EMAIL is the only form of acceptable transmission for submission of initial quotations. As directed by the Contracting Officer, e-mail may be used during discussions/negotiations, if discussions/negotiations are held, for quotation revision(s), including Final Quotation revision(s). If and when a request for quotation revision is issued, the date and time for receipt of quotation revisions will be designated in that request. Submission of quotations and any revisions are subject to the terms of FAR 52.215-1.

For email submissions, please email offers to the following POCs:

Contract Specialist: Nicholas.Mcdonald@dla.mil

Senior Contract Specialist: Zoraya.Wilson@dla.mil

Contracting Officer: Sonny.Cosmas@dla.mil

NOTE (1): Offerors are advised that DLA Troop Support systems have certain email size and transmission limitations. Quotations must be prepared accordingly: Individual email attachments shall not exceed 40MB in size, and no individual email shall exceed more than 50 MB per email (multiple email submissions may be necessary). It is an offeror's responsibility to ensure its entire quotation is received by the date and time specified in the solicitation. If sending multiple emails, you should identify the emails as 1 of 4, 2 of 4, 2 of 4, 2 of 4, 3 of 4, etc.

As directed by the Contracting Officer, e-mail will be the only form of acceptable transmission used during discussions/negotiations, if discussions/negotiations are held, for quotation revision(s), including Final Quotation revision(s).

NOTE (2): Submission of quotations through the upload capability in DIBBs is prohibited.

Block 10, This Acquisition is: NAICS: 312111

BLOCK 17A Contractor/Offeror (Continued):

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of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733). When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

NOTICE TO OFFERORS

The Contractor(s) is responsible for providing full-service Bag-In-Box Beverage products for delivery to Land and Ships Customers in the Continental United States (CONUS) and Alaska, Hawaii, and Guam. In addition to Bag-In-Box products, Contractor(s) shall supply the necessary dispensing equipment and CO2. (Exception: Navy customers will order CO2 separately due to funding issues specific to the Navy.) Prospective offerors are hereby advised that, once the guaranteed minimum has been met, customers may or may not choose to continue ordering from the contract. To a large extent, their decision to continue ordering may be based on the performance of the Contractor(s).

The Government intends to award multiple contracts based on offers received in each item category (Carbonated and/or Non-Carbonated). Each contract, regardless of offeror's choice of Carbonated and/or Non-Carbonated category or both categories serviced must include all customer locations (Land and Ships Customers in the Continental United States (CONUS) and Alaska, Hawaii, and Guam. **An exception to this would be not providing a unit price for Category 2, Line item 0012-Touch Screen Dispenser equipment and Category 3, Line item 0013-Flavor Shots**, if Offerors do not supply this item. Failure to indicate acceptance by annotating offered unit prices (which will be evaluated on a gallon per gallon basis), as described in the Schedule of Items, may be deemed as non-acceptance of the terms and conditions, and may result in rejection of the offeror's entire quotation.

***Offerors are cautioned to take extreme care when preparing quotations in response to this solicitation. All terms and conditions should be reviewed carefully. item description/specifications and specific delivery locations are listed in this solicitation. However, the government reserves the right to add or delete customers or items as military needs change.

***Firms can offer on one or more beverage categories (Carbonated/Non-Carbonated) and must be able to deliver to all customers in each specific customer grouping (e.g. Land and Ships customers in the Continental United States (Conus), Alaska, Hawaii, and Guam. Carbonated beverages include any Carbonated products such

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as cola, diet cola, lemon-lime soda, etc. Non-Carbonated beverages include any Non-Carbonated products such as iced tea, sports drinks, flavored waters, juice beverages that contain less than 100% fruit juice, with the exception of cranberry juice cocktail or cranberry blend juice cocktails which can contain a maximum of 20% fruit juice as per 21CFR part 101.30. juices, defined as containing 100% juice except for cranberry (i.e., 21% or higher juice concentration), are not covered under this solicitation nor will it be provided under any contract(s) issued under this solicitation. **All products must be produced and manufactured in the United States in accordance with DFARS 252.225-7012.**

***Please note that after award(s), DLA customers will have the flexibility to choose among the successful Contractor(s) for Carbonated and/or Non-Carbonated item categories or both. In choosing a Contractor(s) to supply its Bag-In-Box beverage needs, customers are expected to consider price, flavor selection, service, and other factors. Customers may also choose to switch suppliers among the successful offerors during contract performance. Further details on switching suppliers are available under **Statement of Work, section I, paragraph 7.**

Taking exception to any of the terms and conditions of the solicitation may deem your quotation technically unacceptable and may preclude consideration for award.

In accordance with FAR 4.1103, it is mandatory that in order to do business or continue to do business with any DoD Agency, Contractors/offerors must be actively registered in the System for Award Management (SAM). For registration information or assistance, visit the SYSTEM FOR AWARD MANAGEMENT website <https://www.sam.gov>

*****THIS PROCUREMENT IS USING THE PROCEDURES OF 41 U.S.C. 1901, AS IMPLEMENTED BY CLASS DEVIATION 2026-O0028 – REVOLUTIONARY FEDERAL ACQUISITION REGULATION (FAR) OVERHAUL PART 12, DEFENSE FAR SUPPLEMENT (DFARS) PART 212 AND REVOLUTIONARY FAR OVERHAUL PART 12.201-1.**

*****THE GOVERNMENT RESERVES THE RIGHT TO CANCEL THIS SOLICITATION AT ANY TIME. IF THIS SHOULD OCCUR, THE GOVERNMENT WILL NOT BE LIABLE FOR ANY QUOTATION PREPARATION COSTS OR ANY OTHER COSTS THAT OFFERORS MAY HAVE INCURRED RELATED TO THIS SOLICITATION.**

*****THE OFFEROR SHOULD PROVIDE THEIR BEST OFFER UP FRONT IN THE EVENT THAT THE GOVERNMENT MAKES AN AWARD BASED ON THE INITIAL OFFER. THE GOVERNMENT INTENDS TO EVALUATE OFFERS AND AWARD A CONTRACT WITHOUT DISCUSSIONS; HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF DETERMINED BY THE CONTRACTING OFFICER TO BE NECESSARY.**

???? DID YOU REMEMBER TO:????

Number	Reminder	Check
1	Complete and sign SF1449 as required?	
2	Sign and return any/all amendments?	
3	Complete the Cage Code and DUNS number?	

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4	Forward your quotation and Schedule of Items w/pricing via email to the Contracting Officer?	
5	Complete and return “Company Information”; “Bag-In-Box - Schedule of Items”; “Flavors–Category Description” on the formatted spreadsheets in accordance with the instructions? Email the Solicitation with completed fill-ins along with your Pricing Excel Spreadsheet as your offer including any signed Amendments.	
6	Read Addenda: 52.212-1 (Instructions to Offerors – Commercial Items), 52.212-2 (Evaluation – Commercial Items), and 52.212-4 (Contract Terms and Conditions–Commercial Items) very carefully to assure you prepare your Non-Price and Price Quotations in accordance with the evaluation criteria?	
7	Submit your best offer?	
8	Submit a copy of current Wholesale Price List?	
9	Submit a copy of agreements with All Independent Bottlers?	
10	Equipment Repair and Preventive Maintenance (SOP)	
11	Contractor Repair Obligation and Customer Maintenance Responsibilities	
12	Check your calculations for accuracy on your Price Quotation/Excel Spreadsheet-Schedule of Items?	
13	Identify your authorized negotiators as required? Identify negotiator?	

CAUTION: The above checklist is for convenience purposes only. This list is not intended to be all- inclusive. Offerors are responsible for carefully reviewing the entire solicitation to ensure proper submission of all required information.

CONTRACT CLAUSES

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)

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(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

**52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
ALTERNATE I (NOV 2021).**

As prescribed in 3.503-2 , substitute the following paragraph in place of paragraph (b) of the basic clause:

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial products or commercial services, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial product(s) and commercial service(s).

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

(a) *Definitions.* As used in this clause-

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

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- (c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.
- (d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(a) *Definitions. As used in this clause—*

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation-

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from-

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States, means the 50 States, the District of Columbia, and outlying areas.

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(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

- (i) Have a written code of business ethics and conduct;
- (ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall-

- (i) Exercise due diligence to prevent and detect criminal conduct; and
- (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)

(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed-

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act ([31 U.S.C. 3729- 3733](#)).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, [5 U.S.C. Section 552](#), without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

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- (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and
- (B) Ensure corrective measures are promptly instituted and carried out.
- (ii) At a minimum, the Contractor's internal control system shall provide for the following:
 - (A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
 - (B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.
 - (C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including-
 - (1) Monitoring and auditing to detect criminal conduct;
 - (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
 - (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
 - (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
 - (E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
 - (F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act ([31 U.S.C. 3729- 3733](#)).
 - (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
 - (2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
 - (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
 - (4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.
 - (G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.
- (d) *Subcontracts.*
 - (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

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(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definition.* As used in this clause—

Commercially available off-the-shelf (COTS) item

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless a compelling reason exists to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

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(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

(e) *Subcontracts*. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION 2026-O0038) (FEB 2026)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

(b) All information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by-

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for-

(i) Past performance reviews required by part 42.

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that the Government has posted. FAPIIS will retain the comments as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) All information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available (section 3010 of Pub. L. 111-212).

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(d) The Government will handle public requests for system information posted prior to April 15, 2011, under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions.* As used in this clause-

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-3.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.212-4 TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions.* The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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- (c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—
- (1) Notify the Contracting Officer in writing as soon as possible;
 - (2) Remedy the delay as quickly as possible; and
 - (3) Notify the Contracting Officer when the occurrence is over.
- (g) *Invoice*. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).
- (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment*—
- (1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.
 - (3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
 - (4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;

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(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by FAR part 33 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease

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work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) Other contract clauses incorporated in the solicitation or contract;
- (4) Addenda to this solicitation or contract;
- (5) Solicitation provisions incorporated in the solicitation;
- (6) Other paragraphs of this clause;
- (7) Other documents, exhibits, and attachments; and
- (8) The specification.

(s) *Unauthorized obligations.*

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (t) *Comptroller General examination of record.* This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (u) *Incorporation by reference.* The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-4 TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES ALTERNATE I (DEVIATION 2026-O0038) (FEB 2026)

When contemplating a time-and-materials or labor-hour contract, substitute the following paragraphs (a), (b), (i), (l), and (m) for those in the basic clause.

(a) The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference. As used in this clause—

Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

- (1) Performed by the contractor;
- (2) Performed by the subcontractors; or

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(3) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

Materials means—

(1) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(2) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(3) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(4) The following subcontracts for services which are specifically excluded from the hourly rate: *[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]*; and

(5) Indirect costs specifically provided for in this clause.

Subcontract means any contract, as defined in FAR 2.101, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) *Inspection/Acceptance.*

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract at all places and times before acceptance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (b)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

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(6) Notwithstanding paragraphs (b)(4) and (5) of this clause, the Government may, at any time, require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

- (i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
- (ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(i) *Payments.*

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

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(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other direct costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'"]*

(2) *Indirect costs (material handling, subcontract administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'").]*

(2) *Total cost.* The total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so

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would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government will pay any such increases within 30 days, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.

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- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) The Contracting Officer will issue a final decision if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR part 32 in effect on the date of this contract.
- (viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:
 - (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

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(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work under this contract and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i), Payments, of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (b)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

Addendum Containing Supplementary Clauses in Full Text and by Reference

The following additional clauses are set forth in full text:

52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 5 BIBs [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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(b) *Maximum order.* The Contractor is not obligated to honor— N/A

(1) Any order for a single item in excess of ___ **N/A** ___ [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of ___ **N/A** ___ [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within ___ **N/A** ___ days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ___ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (DEVIATION 2026-O0038) (FEB 2026)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after ___ **last day** ___.

(End of clause)

52.222-3 CONVICT LABOR (DEVIATION 2026-O0038) (FEB 2026)

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(a) Except as provided in paragraph (b) of this clause, the Contractor must not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if-

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2026-O0038) (FEB 2026)

(a) *Applicability.* This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

(1) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is \$102,280 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$174,000 or more.

(b) *Cooperation with Authorities.* To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products, the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations.* The Government may impose remedies set forth in paragraph (d) for the following violations:

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- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
- (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
- (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
- (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)
- (d) Remedies.
 - (1) The Contracting Officer may terminate the contract.
 - (2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.
 - (3) The suspending and debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (DEVIATION 2026-O0038) (FEB 2026)

- (a) *Definitions.* As used in this clause-
"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.
- (b) Equal opportunity requirements. The Contractor must abide by the requirements of 38 U.S.C. 4212(a)(1) and (2). These requirements prohibit discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION 2026-O0038) (FEB 2026)

- (a) Equal opportunity clause. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

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(b) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions.* As used in this clause, “active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” and “recently separated veteran,” have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor must report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor’s workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor during the period covered by the report.

€ The Contractor must report the above items by filing the VETS-4212 “Federal Contractor Veterans’ Employment Report” (see “VETS-4212 Federal Contractor Reporting” and “Filing Your VETS-4212 Report” at <http://www.dol.gov/vets/vets4212.htm>).

(d) The Contractor must file VETS-4212 Reports no later than September 30 of each year.

€ The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause must reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report.

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor’s knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under [38 U.S.C. 4212](#).

(g) The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(b) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

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52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION 2026-O0038) (FEB 2026)

(a) During the term of this contract, the Contractor must post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice must be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor must also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor must comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor must include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor must not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

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(3) The Contractor must take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions.* As used in this clause-

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item —

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

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- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

- (1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-
 - (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
 - (ii) Advertising;
 - (iii) Obtaining permanent or temporary labor certification, including any associated fees;
 - (iv) Processing applications and petitions;
 - (v) Acquiring visas, including any associated fees;
 - (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
 - (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
 - (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
 - (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
 - (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
 - (xi) Transportation and subsistence costs-
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (B) From the airport or disembarkation point to the worksite;
 - (xii) Security deposits, bonds, and insurance; and
 - (xiii) Equipment charges.
- (2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-
 - (i) Paid in property or money;
 - (ii) Deducted from wages;
 - (iii) Paid back in wage or benefit concessions;
 - (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
 - (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
 - (A) Agents;
 - (B) Labor brokers;
 - (C) Recruiters;
 - (D) Staffing firms (including private employment and placement firms);
 - (E) Subsidiaries/affiliates of the employer;
 - (F) Any agent or employee of such entities; and
 - (G) Subcontractors at all tiers.

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Severe forms of trafficking in persons means-

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)
 - (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
 - (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees recruitment fees;
- (7)
 - (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—
 - (ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is—
 - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
 - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

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(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor must-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

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(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

(1) The Contractor must, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate—

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- (i) To the size and complexity of the contract; and
- (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
- (3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:
 - (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
 - (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
 - (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
 - (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- (4) *Posting.*
 - (i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.
 - (ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.
- (5) *Certification.* Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that—
 - (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
 - (ii) After having conducted due diligence, either—
 - (A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
 - (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
- (i) *Subcontracts.*
 - (1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

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- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
 - (ii) Has an estimated value that exceeds \$550,000.
- (2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions.* As used in this clause (in accordance with 29 CFR 13.2)-
Child, "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.

Employee –

- (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and
 - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and
 - (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

- (2)
 - (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
 - (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR Part 13.

Parent, "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) *Executive Order 13706.*

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(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR Part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave.* The Contractor must-

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR Part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR Part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR Part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer must, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR Part 13, or this clause, including-

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) *Payment suspension/contract termination/contractor debarment.*

(1) In the event of a failure to comply with E.O. 13706, 29 CFR Part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR Part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR Part 13.

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(h) Nothing in E.O. 13706 or 29 CFR Part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR Part 13.

(i) Recordkeeping.

(1) The Contractor must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor must make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR Part 13 as described in 29 CFR 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)

(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor must keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor must keep records or

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other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor must permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)

(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, must be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor must not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and must maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor must permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor must not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR Part 13. Interference includes, but is not limited to-

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

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- (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
- (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
- (2) The Contractor must not discharge or in any other manner discriminate against any employee for—
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR Part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR Part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR Part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR Part 13.
- (k) *Notice*. The Contractor must notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR Part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) *Disputes concerning labor standards*. Disputes related to the application of E.O. 13706 to this contract must not be subject to the general disputes clause of the contract. Such disputes must be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts*. The Contractor must insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.225-1 BUY AMERICAN-SUPPLIES (DEVIATION 2026-O0038) (FEB 2026)

- (a) *Definitions*. As used in this clause—
 - Commercially available off-the-shelf (COTS) item*—
 - (1) Means any item of supply (including construction material) that is—
 - (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
 - (2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

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Component means an article, material, or supply incorporated directly into an end product.

Cost of components means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105 .

Domestic end product means—

- (1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both—
 - (i) An unmanufactured end product mined or produced in the United States;
 - (ii) An end product manufactured in the United States, if—
 - (A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or
 - (B) The end product is a COTS item; or
- (2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components".

End product means those articles, materials, and supplies to be acquired under the contract for public use.

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign end product means an end product other than a domestic end product.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the

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manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) [41 U.S.C. chapter 83](#), Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with [41 U.S.C. 1907](#), the domestic content test of the Buy American statute is waived for an end product that is a COTS item, except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

(End of clause)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions.* As used in this clause—

Foreign person means any person other than a United States person.

United States person, as defined in [26 U.S.C. 7701](#)(a)(30), means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 7701](#)(a)(31)); and
- (5) Any trust if:
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements [26 U.S.C. 5000C](#) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury IRS Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

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(2) If the Contractor—

(i) Is a foreign person; and

(ii) Has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding; and

(iii) Certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax; then the Contractor shall—

(A) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(B) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the [26 U.S.C. 5000C](#) tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue.

(f) Taxes imposed under [26 U.S.C. 5000C](#) may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

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(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for

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delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(End of clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by _____
[the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"]. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the

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purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

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(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.233-3 PROTEST AFTER AWARD (DEVIATION 2026-O0038) (FEB 2026)

(a) Upon receipt of a stop-work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. After receiving the final decision in the protest, the Contracting Officer must either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor must resume work. The Contracting Officer must make an equitable adjustment in the delivery schedule or contract price, or both, and the contract must be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer must allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer must allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

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(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-3 PROTEST AFTER AWARD (DEVIATION 2026-O0038) (FEB 2026) ALTERNATE I (DEVIATION 2026-O0038) (FEB 2026)

As prescribed in 33.107(b), substitute in paragraph (a)(2) the words “the Termination clause of this contract” for the words “the Default, or the Termination for Convenience of the Government clause of this contract.” In paragraph (b) substitute the words “an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected” for the words “an equitable adjustment in the delivery schedule or contract price, or both.”

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION 2026-O0038) (FEB 2026)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- FAR: https://www.ecfr.gov/cgi-bin/text-idx?SID=6e9bf6d81b42b0ae243df8c51e13fa62&mc=true&tpl=/ecfrbrowse/Title48/48tab_02.tpl
- DFARS: <https://www.ecfr.gov/cgi-bin/ECFR?SID=efef3c52b917f6248e7b50687672ed94&mc=true&page=browse>.
- DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

The following additional clauses are incorporated by reference:

252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country That is a State Sponsor of Terrorism (MAY 2019) DFARS

252.225-7002 Qualifying Country Sources as Subcontractors (MAR 2022) DFAR

52.232-17 Interest (MAY 2014) FAR

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52.242-13 Bankruptcy (JUL 1995) FAR

52.242-15 Stop Work Order (AUG 1989) FAR

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)

52.204-7 SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION 2026-O0038) (FEB 2026)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE —MAINTENANCE (DEVIATION 2026-O0038) (FEB 2026)

ALTERNATE I ((DEVIATION 2026-O0038)(FEB 2026)

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

52.204-91 CONTRACTOR IDENTIFICATION (DEVIATION 2026-O0038) (FEB 2026)

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION 2026-O0038) (FEB 2026)

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION 2026-O0038) (FEB 2026)

252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023)

252.206-7000 DOMESTIC SOURCE RESTRICTION (AUG 2023)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2026-O0038) (FEB 2026)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION 2026-O0038) (FEB 2026)

252.212-2 EVALUATION - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

52.216-18 ORDERING (AUG 2020)

C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2023)

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

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

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- 52.233-4 Applicable Law for Breach of Contract Claim (DEVIATION 2026-O0038) (FEB 2026)
- 252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FOR XINJIANG UYGHUR AUTONOMUS REGION (JUN 2023)
- 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
- 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)
- 52.247-34 F.O.B DESTINATION (JAN 1991)
- 52.253-1 Computer Generated Forms (DEVIATION 2026-O0038) (FEB 2026)
- 252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATION (JUN 2013)
- 52.207-4 ECONOMIC PURCHASE QUANTITY—SUPPLIES (AUG 1987)
- 252.225-7059 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMUS REGION – REPRESENTATION (JUN 2023)
- 252.204-7024 NOTICE ON THE USE OF THE SUPPLIER RISK SYSTEM (MAR 2023)

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

ATTACHMENT 1 –STATEMENT OF WORK FOR SPE300-26-Q-0001

ATTACHMENT 2 –SCHEDULE OF ITEMS FOR SPE300-26-Q-0001

ATTACHMENT 3 – FPCON

ATTACHMENT 4 – EDI IMPLEMENTATION GUIDELINES FOR
SUBSISTENCE PRIME VENDORS (STORES)

ATTACHMENT 5– STORES-AMPS CUSTOMER_VEDOR REQUEST

STATEMENT OF WORK

I. SUPPLIES / SERVICES / PRICES

1. INTRODUCTION

- A. The Defense Logistics Agency Troop Support (DLA Troop Support) intends to enter into and establish Indefinite Quantity/Indefinite Delivery type contract(s) for the supply and direct delivery of Carbonated and Non-Carbonated beverage products for the customers supported by this solicitation. The Contractor(s) will be responsible for delivering a full line of Bag-In-Box beverage products for each DLA customer. In the event of multiple awards, individual DLA customers will have the option to choose among the successful Contractor(s) for Carbonated and/or Non-Carbonated item categories or both. In choosing a Contractor(s) to supply its Bag-In-Box beverage needs, customers are expected to consider price, flavor selection, service, and other factors. Customers may also choose to switch suppliers among the successful offerors during contract performance.
- B. This is an unrestricted acquisition for Beverage Base (Bag-In-Box Carbonated, Non-Carbonated, Electrolyte, Juice Drinks containing $\leq 20\%$ juice) for delivery to DOD and non-DOD customers and Navy/Coast Guard Ships in the Continental United States (CONUS), Hawaii, Alaska, and Guam. In addition to Bag-In-Box products, successful offeror(s) shall supply the necessary dispensing equipment and CO₂. (Exception: Navy customers will order CO₂ separately due to funding issues specific to the Navy.
- C. The Government will utilize Lowest Price Technically Acceptable (LPTA) procedures as the means of selecting the awardee. Quotations will be evaluated based on price and technical acceptability as discussed later in this solicitation.
- D. The resultant contract(s) will be Fixed Price Indefinite Quantity Contract(s) (IQC) that provide for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the Contractor(s) (FAR 16.504(a)).
- E. The resulting contract(s) will be for **twelve (12) months or Nine Million dollars (\$9,000,000.00)** total combined, whichever comes first.

NOTE (1): Offering at least one category is mandatory. An exception to this would be not providing a unit price for the Line Item 0013-Flavor Shots if Offerors do not supply this item.

NOTE (2): Proposed prices shall be FOB destination only.

- F. Items will be routinely delivered in accordance with electronic orders (**Subsistence Total Order and Receipt Electronic System -STORES**) placed by individual customers. The current customer delivery points for each location are set forth on pages **66-90**. Delivery on all products is required via commercial delivery vehicle and shall be in accordance with standard commercial practice.

2. CONTRACT MINIMUM/MAXIMUM

- A. The guaranteed minimum will be **\$225,000.00** for each resultant contract under this solicitation. During contract performance, customers will be free to choose which awardee(s) they will use. Contract award does not guarantee sales above the aforementioned guaranteed minimum. This guaranteed minimum is per contract awarded under this solicitation.
- B. The maximum ceiling on the resultant contracts is **twelve (12) months or Nine Million dollars (\$9,000,000.00) whichever comes first**. The maximum value is inclusive of the total requirement and the total value of all contracts to be awarded will not exceed **\$9,000,000.00 or 12 months**.

3. PRICING

- A. Contract prices will be firm fixed unit price for all items within a category of items (Carbonated and/or Non-Carbonated) for the contract period of **twelve (12) months or Nine Million dollars (\$9,000,000.00) whichever comes first**. The Unit Price is the price that is charged for a product delivered to a DLA customer. Prices are to be submitted by Gallon. Contractor(s) will supply commercially standard Bag-In-Box sizes (2.5-, 3-, or 5-gallon BIBS) priced according to the awarded gallon price.

Note (1): The minimum order quantity is 5 bibs per order. For CO2 canisters, one (1) can be ordered for every five BIBs. If the customer requires more than one (1) CO2 canister, then an additional BIB order shall be placed. All costs supporting our customers with CO2 shall be included in the unit cost of the BIB. Non-delivery of a Carbon Dioxide (20 lbs. CO2) container per purchase order is not acceptable. (Exception: If Coast Guard customers need CO2, but not replenishments of BIBs, they could order CO2 by using their local BPAs or their GPC card). DLA Troop Support will not be responsible for the cost of additional CO2 canisters.

Note (2): Offering Multiple Unit Prices for the same line item are not permitted, except when providing pricing for the touch screen equipment option

- B. Line items must be available on the STORES catalog in order to be ordered and delivered. Items not on the STORES catalog cannot be ordered from the Contractor(s), and the Contractor(s) shall not deliver items that are not on the electronic catalog. Payment **will not** be made for items not appearing on the catalog at time of order.
- C. For the subject acquisition, the Government intends to evaluate offers and award a contract(s) without discussions. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct negotiations if necessary. Negotiations may include phone, email, facsimile transmission, letter, and face to face meetings. However, any information provided during negotiations, including changes to the initial offer, must be submitted in writing and transmitted to email by the time and date specified at the time of Final Quotation Revisions. Information not submitted to email by the specified date and time may not be considered by the Government during final negotiations.

4. SCHEDULE OF ITEMS

- A. In lieu of specific beverage products, this solicitation includes categories of items (Carbonated and Non-Carbonated) annotated with flavors commonly available commercially. Offerors will specify their specific flavors/products for each category. The precise schedule or list of items will be determined according to the specific flavors/products proposed by the offeror and awarded by the Government.
- B. The electronic catalog will be established in the Subsistence Total Order and Receipt Electronic System (STORES) and will be comprised of individual stock numbers and nomenclatures for each of the awarded flavors/products.

***The Government may add, delete, or replace items on the contract as customer needs change by written notification from the customer to DLA and the Contractor(s). The price of an added line item will be the same as the contract price for the item category corresponding to the new item. (For example, the post-award addition of a new carbonated soda flavor will be priced at the carbonate category price.) Items will be added to the contract and STORES catalog upon written agreement between the Contractor(s) and Contracting Officer.

- C. Additional line items and associated quantities may not increase the combined value of the contracts above the maximum of **Nine Million dollars (\$9,000,000.00)**.
- D. A written request must be submitted to the Contract Specialist/Contracting Officer to process a written request to remove an item from the contract catalog.

5. ADDITIONAL CUSTOMERS

- A. The Government reserves the right to add DoD and non-DoD customers at any time with no additional cost to the Government.
- B. The set-up period to include a site survey and equipment installation for new customers will be a maximum of **14 days**.
- C. Anticipated quantities/ sales from new customers may not exceed the contract maximum.
- D. Additional customers are limited to those that receive Federal funding.
- E. The Government reserves the right to unilaterally remove DoD and non-DoD customers from the resultant award by way of formal modification.

6. CONTRACTING AUTHORITY

- A. The DLA Troop Support Contracting Officer is the only person authorized to approve changes to or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA Troop Support Contracting Officer.

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- B. In the event the Contractor(s) effects any change at the direction of any person other than the DLA Troop Support Contracting Officer, the change will be considered to have been made without authority, and no adjustments will be made to cover any costs associated with such changes.

7. SWITCHING CONTRACTOR(S)

- A. If multiple Bag-In-Box contracts are awarded, individual DLA customers may choose to switch BIB Contractor(s) at any time after an initial **6-month** period; customers may not switch from one supplier to another more than once per **6 months**. A customer may switch Contractor(s) by providing a minimum of **30 days' notice** to the current servicing Contractor(s) as well as the Contracting Officer or a lesser timed notice so long as it is mutually agreed to between the customer and the Contractor(s). The outgoing Contractor(s) must remove its dispensing equipment from the premises **within seven (7) days** after switching Contractor(s). The Government will not be responsible for dispensing equipment that is not picked up by the Contractor(s). The notification for switching Contractor(s) must be done in writing by the customer to the DLA Contracting Officer.

8. BEVERAGE DISPENSING EQUIPMENT

The Contractor(s), at no charge to the Government, shall furnish mechanically refrigerated standard Soda Fountain dispensing equipment with multiple valves suitable for use with its Bag-In-Box products. Sufficient machines/dispensing heads shall be supplied to accommodate the specific requirements of the dining facility in which they are installed. The number of dispensers per dining facility will be determined at the time of installation based on individual dining facility's needs.

- A. For all item categories (Carbonated and Non-Carbonated): The Contractor(s) shall furnish the dispensers and all equipment, material, and labor required to furnish, install, maintain, and remove the same. During installation the Contractor(s) shall furnish adequate instruction in the use of each system, including connection and disconnection of the syrup and carbon dioxide (CO2) containers to all DLA customers, to the dining facility personnel in each dining facility serviced as a result of this solicitation.
- B. Any equipment or material furnished for the purpose of dispensing these beverages shall remain the property of the Contractor(s).
- C. The Contractor(s) shall provide a technically qualified service representative who will install, service, and repair the Contractor(s)' equipment as required. **In the event of problems/issues with dispensing equipment, Contractor(s) shall use reasonable efforts to provide emergency service. If same-day service cannot be accomplished, the problem must be addressed within one business day after notification of the issue.**

NOTE (1): The Contractor(s) shall respond to maintenance request tickets from DLA customers within 24 hours.

NOTE (2): It is the Contractor(s) sole responsibility to communicate with third party bottlers and provide the Contract Specialist with resolution report in the event of equipment installation, service, and repair issues.

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- D. The Contractor(s) shall maintain all reusable CO2 containers and equipment in a sanitary condition and in a good state of repair and working order. The Contractor(s) shall remove from the premises of the Government all empty reusable CO2 containers, unless there is an agreement between the Customer and the Contractor(s) Contracting for less frequent removal. The Government shall not be liable for any damage to, or loss or destruction of containers and equipment furnished by the Contractor(s).

NOTE: The Contractor(s) is not responsible for purging water lines or changing any water filters or damage/unserviceable electrical outlets. Water lines or water filtration is the responsibility of Facility Maintenance.

- E. Where dispensers are Government-furnished, the Contractor(s) shall furnish CO2 and maintenance and repair and service of the equipment, but not spare parts. Upon the request of the covered customer, the Contractor(s) will furnish a list of recommended spare parts for storage by the Government. In the event of a service issue, if the Contractor(s) is unable to restore the equipment to proper working order, the customer will have the option to get a Contractor(s) approved post-mix dispenser or ancillary equipment.
- F. All management, labor, transportation, and supplies required to repair and maintain Contractor(s)' equipment shall be the sole responsibility of the Contractor(s).
- G. A new line item adding Touch Screen Dispensers will have the same requirements as those listed above paragraphs A through G, except that the Contractor(s) is not required to provide this type of dispensing equipment.
- H. If the Soda Fountain dispensing equipment is vandalized or tampered with the contractor(s) shall not be liable for the cost of the repairs.

9. DUAL POUR CUSTOMERS

- A. Some customers may require “dual pour”, in which two or more Contractor(s) provide products to enhance customer choice. Each Contractor(s) will be responsible for maintaining and servicing their equipment.
- B. CO2 must be ordered from the same supplier that is providing the product ordered. For example, Contractor “A” will provide pricing to fulfill order needs only for Contractor “A” products. Customers may not utilize CO2 from one Contractor for products from another Contractor. DLA Troop Support will not be responsible for any charges stemming from CO2 that was ordered and/or used from the incorrect supplier.
- C. There shall be no price adjustment made if customers decide to utilize “dual pour”.
- D. Services and maintenance required must be received from the correct and appropriate supplier. If the wrong supplier is dispatched by the customer for service or maintenance needs, DLA Troop Support will not be responsible for the charges incurred.

10. MINIMUM ORDER QUANTITY

- A. The minimum requirement is **5 individual Bag-In-Box (BIB)** products per purchase order. Standard sizes include 2.5 gallons, 3 gallons and/or 5 gallons. For purposes of the minimum order quantity, individual BIB size does not matter. Minimum order is any size/flavor combination of 5 BIBs. This is true if customers are ordering from a single Contractor or multiple Contractor(s) (i.e., “dual pour” - for example, 5 Beverage-In-Box products must be ordered from Contractor “A” and 5 Beverage-In-Box products must be ordered from Contractor “B”).

NOTE: Orders falling below the minimum are not required to be honored by Contractor(s).

II. PACKAGING AND LABELING

- A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.
- B. Standard commercial markings for individual packages will be used to clearly mark and identify the nature of contents and the expiration date. All markings shall be clear, legible, non-fading, and durable.
- C. All items must be adequately protected at all times and inclement weather.

III. INSPECTION AND ACCEPTANCE

1. POINT OF INSPECTION AND ACCEPTANCE

- A. Contractor(s)' delivery vehicles will stop and report to the veterinary inspection points as designated for inspection of products before proceeding to any other designated delivery point.
- B. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count, and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Medical Personnel, or Contracting Officer.
- C. All deliveries are subject to military veterinary inspection. In addition, the delivery vehicles may be inspected for cleanliness and condition.
- D. The authorized inspector at each delivery point is responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to inspection of the product. All overages, shortages, and/or returns are to be noted on the

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delivery ticket by the receiving official and the delivery driver.

A signature on the delivery ticket/invoice denotes acceptance of the product.

NOTE: Once the product has been inspected and accepted by the authorized inspector at the time of delivery, it cannot be returned. The customer acknowledges that, following delivery and acceptance, the Contractor(s) has no control or visibility into the storage conditions, handling or other environmental factors that may affect the product's quality, integrity, or remaining shelf life. Additionally, the STORES system does not support issuing credits to the customer for returned products (see section 7. Authorized Returns).

- E. The title of all products purchased for the Government remains with the Contractor(s) during the shipment, and title passes to the Government when products are inspected at final delivery point. All deliveries shall be FOB Destination to the end user delivery points. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved in the actual delivery of the supplies to the final destination. The Contractor(s) shall pay and bear all charges to the specified point of delivery. For complete definition of FOB destination, see FAR 52.247-34, "FOB Destination."
- F. Security Clearance: Many bases currently require enrollment in Rapid Gate and will not allow entry without **Rapid Gate or other similar security clearance**. During the contract implementation period, the Contractor(s) must contact all customer locations to determine whether enrollment in Rapid Gate or another security program is required for access to each location. If Rapid Gate or other security enrollment is required, the Contractor(s) must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have Rapid Gate or comparable clearance may result in a Contractor(s) being turned away from the base and being unable to complete delivery. The Contractor(s) is responsible for the additional cost for Rapid Gate enrollment and must ensure that a Rapid Gate enrolled driver is available for all deliveries. We currently estimate that Rapid Gate enrollment will cost about \$250 per company and \$200 per enrolled employee for 1 year of access to multiple locations, but the cost of Rapid Gate or other security enrollment may vary, so the Contractor(s) should contact Rapid Gate to determine its own costs. If more than one driver is required, Rapid Gate enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment in Rapid Gate is encountered during the implementation period, the Contractor(s) **MUST** contact Rapid Gate and/or the Security Officer at the applicable customer locations to resolve any issues with processing Rapid Gate enrollment so that the Contractor(s) will be able to deliver as required. For additional information regarding Rapid Gate, including enrollment instructions, please visit their website at <https://omnivee.com/employee-registration/>

2. PRODUCT QUALITY

Note: Acceptance of supplies awarded under this solicitation will be limited to fresh products.

All products delivered under this contract must conform to the following freshness

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requirements:**

A. Contractor(s) is required to deliver fresh products as follows:

NOTE: When ordering soda beverages, please note that the best-by date for Coca-Cola products is no less than 30 days, while the best-by date for PepsiCo products ranges from 13 to 22 weeks.

B. Commercial standards should be used to maintain temperatures appropriate for the individual items.

3. CONTRACTOR QUALITY PROGRAM

The Contractor(s) should develop and maintain a quality program for product acquisition, warehousing, and distribution to assure the following:

- Product quality is standardized;
- First-In, First-Out (FIFO) principles are used;
- Product shelf life is monitored;
- Items are free of damage;
- Correct items and quantities are selected and delivered;
- Customer satisfaction is monitored;
- Product discrepancies and complaints are resolved, and corrective action is initiated;
- Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DLA Troop Support;
- EPA and OSHA requirements are complied with;
- Salvaged items or products shall not be used.

The Contractor(s) responsible to contract for independent third-party warehouse audits for each proposed place of performance as part of any resultant contract. At a minimum, the third-party audits are to take place annually and submitted to the contracting officer within 30 days calendar days of completion of audit. The Contractor(s) must achieve a passing score without major deficiencies in order to continue performance under any resultant contract. The Contractor(s) is to submit a copy of each third-party warehouse audit conducted in accordance with Global Food Safety Initiative (GFSI) schemes (i.e., SQF, BRC, IFS, FSSC, GLOBAL GAP, and BAP and Canada GAP certification, other state, or federal sanitation inspections) to the contracting officer prior to contract award. Failure to submit timely and complete audit reports may result in termination of the contract (Third party warehouse audits exclude Government agency audits). The Contractor(s) shall have in place the proper temperature controls in their warehouse to ensure product is stored at commercially acceptable temperature settings.

4. WAREHOUSING AND SANITATION PROGRAM /STORED PRODUCT PEST MANAGEMENT

The Contractor(s) and all of its Subcontractors shall develop and maintain a sanitation program and a stored product pest management program for food and other co-located non-food items

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that comply with industry standard programs such as the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices; the Federal Insecticide, Fungicide and Rodenticide Act; the Food, Drug, and Cosmetic Act of 1938; and all pertinent state and local laws and regulations. Records of inspections performed by the firm, Subcontractors, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request.

5. CONTRACTOR QUALITY AUDITS

The Government may conduct formalized audits to verify the Contractor(s)' adherence to the contract requirements and the quality of product being supplied under any resultant contract.

6. RECALL PROCEDURES REQUIREMENTS

In the event that a product recall is initiated by the USDA, Contractor(s), supplier or manufacturer, the Contractor(s) shall follow the procedures as outlined below:

- A. Immediately notify the following personnel:
 - a. Customers that have received the recall product
 - b. DLA Troop Support Contracting Officer
 - c. DLA Troop Support Account Manager
 - d. DLA Troop Support Consumer Safety Officer email:
dscpconssafofc@dla.mil
- B. Provide the following information to the DLA Troop Support Consumer Safety Officer:
 - a. Reason for recall
 - b. Level of recall, i.e., Type I, II or III
 - c. Description of product
 - d. Amount of product
 - e. List of customers that have received product
 - f. Name and phone number of person responsible (Recall Coordinator)
- C. The Contractor(s) should provide a Final Status Report of Recall, when completed, to the DLA Troop Support Consumer Safety Officer.
- D. At the discretion of the affected customers, the Contractor(s) shall either replace at no additional cost or adjust the invoice quantity for any recalled product. Delivery of replacement products shall occur at the discretion of the customer.

7. FOOD DEFENSE/FORCE PROTECTION

- A. DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its

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personnel, resources, and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA Troop Support to take steps to ensure measures are taken to prevent the deliberate tampering and contamination of subsistence items. Such precautions are designed to provide for Food Defense as described by the Food & Drug Administration (FDA) at www.fda.gov/Food/FoodDefense/.

- B. The offeror must ensure that products and/or packaging have not been tampered with or contaminated throughout the growing, storage, and delivery process. The contract awardee(s) will ensure to complete security of all conveyances to any military installations. The offeror must immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies. As the holder of a contract with the Department of Defense, the awardees should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardees to take all necessary actions to secure products delivered to all military customers, as well as any applicable commercial destinations.

8. WARRANTIES

The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties the Contractor(s) gives to any customer for such supplies and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Government by Clause 52.212-4(o) "Warranty" contained in the solicitation.

9. REJECTION PROCEDURES

- A. If the product is determined to be defective, damaged, compromised in any other manner or simply the wrong item delivered it may be rejected by the Authorized Receiving Official (ARO). All suspect items shall be segregated.
- B. When product is found to be nonconforming or damaged or otherwise suspect, the receiving personnel shall notify the Food Service Officer (FSO) (and/or) Authorized Receiving Official.
- C. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the Contractor(s) from responsibility, nor impose liability on any of the customers, for nonconforming supplies.
- D. If an item is rejected at the time of delivery for any of the above reasons, the delivery ticket/invoice must be annotated to reflect what item(s) and quantity(ies) were affected. The line-item dollar value, as well as the total invoice dollar value, must be adjusted to reflect the adjusted value of the shipment.
- E. If the product is rejected after the delivery occurred, the Contractor(s) must pick up the rejected product at the time the next regular shipment is made.

10. ORDER AND DELIVERY CANCELLATIONS

Customers may cancel orders up until 12 noon of the day prior to the Required Delivery Date (RDD). Canceled orders can include a cancellation request for the total quantity of the order. For example, if an order has an RDD of June 30, 2026, and the customer cancels at 12 noon on June 29, 2026, the Contractor(s) will be required to honor the cancellation request of the customer at no cost to the government.

IV. **ORDERING AND DELIVERIES & PERFORMANCE**

1. **TERMS OF INDEFINITE QUANTITY CONTRACT**

The contract period will be for **twelve (12) months or Nine Million dollars (\$9,000,000.00)** whichever comes first.

2. **DELIVERY INSTRUCTIONS**

- A. Deliveries shall be made FOB Destination to each ordering activity and shall be free of damage, with all packing and packaging intact.
- B. During installation the Contractor(s) shall furnish adequate instruction in the use of each system, including connection and disconnection of the syrup and carbon dioxide (CO2) containers, to the dining facility personnel in each dining facility serviced as a result of this solicitation. After installation, customers will be responsible for the routine use of each system, including connection and disconnection of the syrup and carbon dioxide (CO2) containers.
- C. Deliveries shall be made when and as requested by the Ordering Officer(s) of the activity concerned and shall be accompanied by the delivery ticket of the dealer in triplicate, showing the exact quantities delivered. Deliveries shall be made by the Contractor(s) any day except Holidays, between the hours and location specified by the ordering officer (see Delivery Schedule /Points).

NOTE: It is the Contractor(s) sole responsibility to communicate with third party bottlers and provide the Contract Specialist with a resolution report in the event of delivery issues.

- D. Contractor(s) will be required to make delivery within **48 hours or 2 business days of receipt of order.** However, delivery frequency **shall not exceed two (2) deliveries per week** The specific delivery days shall be coordinated and mutually agreed upon between the Contractor(s) and the Customer. Both parties shall communicate in a timely manner to establish and adjust the weekly delivery schedule as needed. Saturdays, Sundays, and Holidays are not considered business days. If a Saturday or Sunday is the second business day after receipt of an order, the Contractor(s) has until the next business day to make delivery. If a holiday is the second business day after receipt of an order, the Contractor(s) has until the next business day to make delivery.
- E. At no time is a Contractor(s) permitted to change the delivery timeline. **Only the DLA Troop Support Contracting Officer is permitted to make changes to the delivery**

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timeline.

****If the timeline is changed, you will run the risk of non-payment if you don't deliver on time, at the right location.

- F. At certain military installations, the Contractor(s) will be required to submit invoices to a location other than the actual delivery point.
- G. On occasion, Contractor(s) may be required to make deliveries to special delivery points when product needs to be airlifted or loaded onto ocean carriers.
- H. Naval Ships special accommodations are to be made to ensure dispensing machines are in working order before ship deploys.
 - 1. The Contractor(s) in their quotation shall provide in document form a listing of all assets and assets' numbers, their location, and installation date and # of repairs to the machine if any.
 - 2. In addition to the asset list in document form, a list of parts, labor and maintenance recommendations for each dispensing machine is required annotated with who is responsible for repairs and servicing to the parts, whether it is the Contractor(s) or customer.
 - 3. When the ship has a deployment date, the customer shall contact DLA to coordinate a routine maintenance check with the Contractor(s) in order to determine the functionality of all dispensing machines onboard the naval vessel.
 - 4. Once the customer notifies DLA and DLA contacts the Contractor(s), within 3 business days, the Contractor(s) is required to send a tech onboard naval ship for inspection of all dispensing machines.
 - a. Upon completion of technician's inspection of all dispensing machines onboard, the technician is to provide in **document form** to the customer and DLA (namely the customer representative) the condition of each dispensing machine and recommendations for repair(s) or replacement as well as an anticipated date of repair to each non-functioning machine.
 - b. The technician is also to state on the **document form** whether the dispensing machines shall be able to handle 3,000 to 4,000 personnel onboard or not and if not, the reasoning it cannot handle all shipmates onboard.
 - c. If the technician determines the malfunction of the dispensing machines are not operating due to lack of proper use on the customer behalf, the customer shall be liable for the technician's cost of repairing the dispensing machine.

ACTION PLAN LIST OF ASSETS

1. HAVE SHIPS CUSTOMERS LIST THEIR "ASSETS", and LOCATIONS WITHIN THE SHIP, provide a DOCUMENT (spreadsheet) so the CUSTOMER CAN EASILY INPUT

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INFORMATION

2. LIST OF RESPONSIBLE POC'S FOR ASSETS
3. LIST OF PARTS THAT WERE TO BE MAINTAINED BY THE SHIP AND OR THE CONTRACTOR MANAGEMENT PLAN
4. TIME FRAME WITHIN THE SERVICE SHOULD BE COMPLETED
5. USEAGE WARRANTY FOR SYSTEMS/PARTS SINCE 3K TO 4K PERSONNEL ARE ON BOARD AT ONE TIME.
6. WARRANTY FOR ASSETS/DISPENSER
7. DAMAGE RESPONSIBILITY FOR USING A DISPENSER ON THE WRONG EQUIPMENT
 - (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor(s)' plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor(s) and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor(s) fails to meet such delivery schedule
 - (c) Changes.
 - (1) In addition to bilateral modifications the Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency pricing tiers set forth in this contract.
 - (2) The Contracting Officer may at any time, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:
 - (i) method of shipment or packing.
 - (ii) place, manner, or time of delivery.
 - (3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- I. The Contractor(s) must also guarantee that the personnel responsible for loading and delivering the product offer timely and effective service to the customer.

MILITARY CUSTOMER DELIVERY POINTS

This is a current list of the customers serviced under this solicitation. Please note that there are delivery locations listed below that are currently inactive. These locations could become active during the performance period of the contract.

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DoDAAC	CUSTOMER
FT9123	TWO SEASONS DINING FACILITY
W81C4T	BASSETT HOSPITAL BLDG 3567
WC1JT7	DINING FACILITY 647
FT9125	IDITAROD DINING 8088 FTN & AQUA
FT9709	EARECKSON AFB 7637
FT9146	NORTHERN LIGHTS DINING
FT9135	FALCON INN BLDG 14442
FT9134	RAY VAN HENSMAN 14032
FT9141	DESERT INN DINING Facility DMAFB
FT9149	HURCULES DINING FACILITY BLDG 834
W5186V	FORT HUNTER LIGGETT DINING 206
FT6044	FRESNO AIR NATIONAL GUARD 135
HT0919	NAV HOSPITAL CMP PENDLETON H200
MM2403	MAR CRP CMP PEND 2403
M94014	MAR CORP BASE 1365
M94013	MAR CRP 14036
M94011	MAR CORP BASE 2204
M94008	MAR CRP CAMP PEND BLDG 3330
M94007	MAR CRP 41350
M94006	MAR CRP CMP PEND 43402
M94012	MAR CORP BASE 210802
N45611	NAVCON BRIG BLDG 684
M67865	MAR CRP MIRAMAR SDM5500
M94004	MAR CRP BLDG 53502
M94003	MAR CRP B62402
FT9137	CONTRAILS DINING HALL BLDG 2490
W5186W	CAMP PARK PRFTA DINING FACILITY 342
M35303	29 PALMS MESS HALL 1880
M35309	29 PALMS MESS HALL 1660
M35306	29 PALMS MESS HALL 1460
N35949	29 PALMS NAVAL HOSPITAL 1145
W51809	NTC DINING BLDG 254 FT IRWIN
W5181W	RDF DINING BLDG 271 FT IRWIN
N69232	NAVAL BASE VENTURA COUNTY GALLEY
R45411	DLA ACU-5 GALLEY
FT9044	DLA JOSHUA TREE DINING FACILITY EAFB
W5182R	Belas Hall Bldg #838
W5182S	Chay Hall Bldg #628
W516J8	WARFIGHTER DFAC FT CARLSON 9439
W516HS	WOLF DFAC BLDG 1444

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W516HU	STACK DFAC BLDG 2330
W516HR	10TH SPECIAL FORCES DFAC 7481
W516HQ	JOINT NCO ACADEMY BLDG 9120
FT9106	SATELLITE DISH DINING BLDG #300
FT9100	PETERSON ARAGON DINING #440
FT9107	USAF ACADEMY HIGH COUNTRY INN 5218
Z18301	USCG STATION NEW LONDON
FB6071	CONN AIR NATL GUARD BLDG 24
Z37030	SECTOR LONG ISLAND SOUND
N60201	NS MAYPORT OASIS BLDG 338
FB6091	FLORIDA AIR NATL GUARD
FT9013	MOODY AFB GEORGIA PINES DINING BPA
W517Y1	STEWART MESS HALL 8439
W517XY	STEWART MESS HALL 3003
W33RSW	TROOP ISSUE 1012
W517XT	STEWART MESS HALL 207
W517XS	HUNTER RANGERS HAAF 110
FS0002	STEWART MESS HALL #726
W517XW	STEWART MESS HALL #19225
W517XV	FT STEWART MESS HALL #512
FT9088	NIGHTINGALE INN DINING BLDG 1800
W583MP	1181 MASS ARMY NG CAMP DODGE
W901FG	KANSAS ARMY NATIONAL GUARD
FT6151	MAFB/KANSAS ANG BLDG 36
FT9086	MCCONNELL CHISHOLM TRAIL 408
W5182V	7523 NCO ACADEMY
W5182L	4061 2ND BCT
W518CB	2991 5TH SFG
W5182X	6761 3RD BCT
ADF530	7095 101 AVN
W5182W	7048 4TH BCT
W5179C	6755 SUSTAIN
W5182U	7911 159TH AVN
W518V5	Ft Knox Bldg 2835
W518V6	Ft Knox Bldg 5915
W518V7	Ft Knox Bldg 5917
W518V8	Ft Knox Bldg 5940
W518UV	Ft Knox Bldg 6012
W518V2	Ft Knox Bldg 6018
W518V3	Ft Knox Bldg 6542
W518V9	Ft Knox Bldg 6555

SPE300-26-Q-0001 Attachment #1- Statement of Work (SOW)

FT6202	102 FORCE SUPPORT FLIGHT 1628
Z31125	USCG BASE CAPE COD
FT9025	ANDREWS AFB FREEDOM HALL
W23A75	FT MEADE FREEDOM INN BLDG 8502
FT9029	THE HOUSE OF FOUR HATS
N61038	NOS# 902 - Dining Hall
FB6181	101ST SVF MAINE AIR NATL GRD
FT9132	CAMPISI ALERT FACILITY AFB499
FT9130	RONALD KING DINING OFFUTT 324
FT6291	NEW HAMPSHIRE AIR NATL GUARD
FT9144	SHIFTING SANDS DINING FACILITY
FT9140/FT9031	CANNON - AFB DINING
FT9265	GUARDIAN DINING FACILITY
899346	USDOE NSTECFOOD NEVADA TEST SITE
FT9037	CROSSWINDS DINING BLDG 790
FT4852	O'CALAGHAN FED HOSPITAL 1300
FT6281	NEVADA AIR NATIONAL GUARD
W5188H	SUSTAINMENT BLDG 795- FT DRUM
W5188N	NORTH POST DINING FACILITY 10305
W5188M	10TH AVIATION 20350
W5188G	2ND BCT MTN CAFE BLDG 10150
FT9110	TINKER AFB DINING BLDG 5905
W51863	FT SILL BLDG 3443 GUNS AND ROCKETS
W51AJA	SITE R DINING-GRANITE COVE
N32411	NEY HALL DINING 292
FT9017	EMERSON DINING HALL BLDG 417
FT6421	DODAAC FT6421 Walking Horse Dining
W5186Y/W51BHS	BULLIS DINING HALL #45107
W5186X	DSCP SLAGEL #31287
W5186R	DSCP ROCCO BLDG 12745
FT9170	DEFENDER INN CAMP BLDG 5420
FT9075	BLDG 124 MEDINA INN LAFB
FT9041	FLIGHT KITCHEN BLDG 1650 LAFB
FT9072	BLDG 5570 AMIGO II LAFB
FT9068	BLDG 9210 BMTBLDG LAFB
FT9077	BLDG 10175 MESQUITE INN LAFB
FT9079	BLDG 7532 AMIGO INN LAFB
FT9078	BLDG 10810 LIVE OAK INN
FT9047	LAFB RANDOLPH DINING FACILITY
W81NTE	BROOKE ARMY MEDICAL
Z31180	USCG SFO GALVESTON

SPE300-26-Q-0001 Attachment #1- Statement of Work (SOW)

W5184B	FORT HOOD TISA BLDG 91226
W45NRB	FORT HOOD TISA BLDG
W51848	FORT HOOD TISA BLDG 21020
W51841	FORT HOOD TISA BUILDING 41018
W51846	FORT HOOD TISA BLDG 9205
W51844	FORT HOOD CAFETERIA BUILDING 56320
W5185D	FORT BLISS BAMFORD BLDG 906
W5185B	FT BLISS BIGGS FIELD BLDG 11316
W5185H	FT BLISS BULLDOG INN BLDG 21214
W5185K	EAST BIGGS FIELD BLDG 20626
W5185G	BIGGS DINING BLDG 20226
W45C08	MCGREGOR DINING 9436
FT9263	DLA SAGEBRUSH AFB DFAC
W91NSD	CAMP WILLIAMS BLDG 7150
FT6441	UTAH AIR NATIONAL GUARD BLDG 303
HT0955	FT BELVOIR HOSPITAL
M54078	GARRISON FORT LEE BLDG 8400
FT9155 & N64120	LACKLAND FT LEE 1630
N64120	QMS SUSISTENCE DEPT 4200
W51AWB	DINING FACILITY 18028
W51AWE	DINING FACILITY 3003
W51AWD	FT LEE DINING BLDG 3500
W51AWC	PWD DINING BLDG 11105
N4275A	NW GALLEY BLDG 7
N50092	JEB LITTLE CREEK BLDG 3607
W26ALR	FT STORY DINING BLDG 864
N62688	NAS NORFOLK GALLEY 1650
N60191	FOOD SERVICE OFFICE BLDG 520
N00281	DAM NECK GALLEY BLDG 521
N47898	NAVAL SPECIAL WARFARE
W51859	FT EUSTIS DINING 695
W56XSU	FT EUSTIS DINING BLDG 2300
FT9023	CROSSBOW DINING FACILITY 52
FT9024	EAGLE RAPTOR CAFÉ BLDG 759
N81464	YORKTOWN GALLEY BLDG 705
Z14102	USCGC HEALY WAGB 20
Z31010	USCG SEATTLE CUTTERMANS DINING
DFA018	RCF DINING 1450 - FORT LEWIS
W516J4	FORT LEWIS DINING FACILITY #9129
W516J3	FORT LEWIS DINING HALL #3446
W516J2	FORT LEWIS DINING HALL #3757

SPE300-26-Q-0001 Attachment #1- Statement of Work (SOW)

W516J5	FORT LEWIS DINING HALL #9179
W516J6	FORT LEWIS DINING HALL #11575
W513YR	FORT LEWIS DINING HALL #12638
W5181X	FORT LEWIS DINING HALL 31370
FT9084	OLYMPIC DINING 548
FB4620/FT9063	FAFB WARRIOR DINING
FT9066	FAFB ROSS DINING BLDG 1258
N68436	NAVAL BASE KITSAP TRIDENT INN
W51CVX	0075 IN HHC HHC RANGER REGI
W517TS	1/13TH INFANTRY DFAC
FP6201	104TH FIGHTER WING/ SERVICES FLIGHT
FT6322	105TH STEWART ANG
W5185E	11316 FOOD TRUCK
FT6013	117TH AIR REFUELING WING
FT6014	117TH AIR REFUELING WING
FT6011	117TH SERVICES FLIGHT
FT6341	119TH FIGHTER WING
FT6356	121 AIR REFUELING WING
FT6562	137 SERVICES SUSTAINMENT FLIGHT
FT6471	141ST FSS
FT6580	154TH AIR NATIONAL GUARD
FT6021	161 ARW SERVICESOF PHOENIX
W517TT	161ST INFANTRY BATTALION
FT6022	162 FW/SVF TUCSON, AZ
FB6422	164TH SERVICES FLIGHT
FT6103	165TH GA ANG
FT6242	172 AW MISSISSIPPI ANG
FB6324	174TH FIGHTER WIN ANG
FB6352	178TH FORCE SUPPORT SQUADRON
FT6353	179TH AIRLIFT WING
FT9051	17TH SERVICES GOODFELLOW AFB, TX
FT9161	17TH SERVICES GOODFELLOW AFB, TX
FT6241	186TH ARW
FT6012	187TH FW MONTGOMERY ALABAMA
W517YN	1ST BCT WARRIOR REST
FT6351	200TH CAMP PERRY
FB6353	200TH RED HORSE SQUADRON
W91RZF	211TH REGIMENT, RTI-FL
FT9171	22 TRS FT
FT9172	22 TRS/RESISTANCE TRAINING
W517TW	239TH INFANTRY BATTALION
W51872	25TH ID DSB WARRIOR RESTAURANT 4
M35300	29 PALMS BASE FOOD SERVICE

SPE300-26-Q-0001 Attachment #1- Statement of Work (SOW)

M35307	29 PALMS FOOD SERVICE, ELCC ITX
M33610	29 PALMS RATIONS AT BRIDGEPORT
M35302	29 PALMS/MARCH AFB - RATIONS
MM1449	2D TSV,2D FSSG FC-420
W517YP	2ND BDE CONSOLIDATED (ACCT# 114)
W51873	2ND BDE WARRIOR RESTAURANT 5
M12009	2ND RECON @ AP HILL
FT5000	3 MDG SGSD NUTRITIONAL MED FLIGHT
FT9158	366 SERVICES SQUADRON MT. HOME AFB,
W517YL	3BCT WARRIOR REST (ACCT# 148)
M01040	3D LAABN, 3D MLR, 3D MARDIV
W51870	3RD BDE WAR REST #2 BRONCO - C QUAD
W90K3P	406TH AFSB
W517U1	439TH INFANTRY
W501WW	55TH MEB
FT6612	560 RHS SVM
FT6643	622TH AIR FORCE RESERVES (HAWAII)
W5184L	626TH DFAC / BLACK RAPIDS
W56KHM	68M SUSTAINMENT TRAINING
MM2149	6TH MAR,2D MARDIV 411
FT9266	711 HPW DINING FACILITY
W915GM	744TH @ INSTALLATION FOOD SVS
W5183X	7TH SPECIAL SERVICES GROUP DFAC
W517YS	82 SUSTAINMENT BDE (ACCT# 71)
FT2300	88TH MEDICAL GROUP
W5185C	9436 MCGREGOR RANGE
W5183Y	AACON1/ 13 DFAC
W5183Z	AACON2
FB6531	ABG LGS LGRMCE
W517TV	AGDFAC FT JACKSON
FT9032	AGILE COMBAT EMPLOYMENT/AFFORGEN
FT9155	AIR FORCE CULINARY ARTS SCHOOL
FB6521	AK ARMY NAT GUARD @ FAIRBANKS, AK
160144	ALASKA JOB CORP CENTER
FB6223	ALPENA AIR NATIONAL GUARD
FT9102	ALTUS AFB SOLAR INN
HQCWHY	ANDERSEN AFB
FT9174	ANDERSON AFB, GUAM
W50HN4	ANDERSON AFB, GUAM
W51ALB	ANDERSON AIRFORCE BASE
MW0926	ANDREA MILLER
FT6433	ANG 147FW ELLINGTON FIELD, TX
FT6260	ANG BLACKFEET BOARDING DORMITORY

SPE300-26-Q-0001 Attachment #1- Statement of Work (SOW)

R53257	ASSAULT CRAFT UNIT 1
N63406	ASW
W517YM	ATF JSOC (ACCT# 62)
N21637	ATLANTIC MARINE ALABAMA MAIN GATE
M93981	ATTN: SUPPLY CHIEF
MMTY21	ATTN: WTI LEAD MESS CHIEF
FT9012	AVIATION INN GUNTER AFB
M35308	BASE FOOD SERVICE 29 PALMS
FT9153	BEACHCOMBERS DFAC
MW0442	BEAUFORT AIR STATION
FT6203	BLEDSON COUNTY HIGH SCHOOL
MM1952	BOGUE FIELD
FT9183	BOTTLED WATER ONLY MAGELLAN DFAC
FT9060	BREAKERS DINING FACILITY
HT0920	BREMERTON NAVAL HOSPITAL
W517PV	BUILDING 657
W53RBM	CA ENHANCEMENTS
W80CK3	CA ENHANCEMENTS
W42N6L	CAMP BEAUREGARD
W511R4	CAMP BEAUREGARD
W90XBW	CAMP BEAUREGARD
W81BR5	CAMP BLANDING ARNG TRAINING SITE
R33710	CAMP COVINGTON
N66687	CAMP COVINGTON, NMCB GUAM
FT6476	CAMP MURRAY ANG
M94009	CAMP PENDLETON, M HALL EDSON RANGE
M94005	CAMP PENDLETON, MESS HALL 520430
W81N0C	CAMP SHELBY
W902YN	CAMP SHELBY
HT0860	CARL R. DARNALL ARMY MEDICAL CENTER
Z12104	CGC ACTIVE (WMEC-618)
Z15256	CGC ALDER
Z15248	CGC ASPEN (WLB-208)
Z11710	CGC CALHOUN (WMSL-759)
Z15250	CGC CYPRESS
Z12102	CGC DILIGENCE
Z15252	CGC HICKORY (WLB-212)
Z15241	CGC JUNIPER (WLB-201)
Z11707	CGC KIMBALL
Z11708	CGC MIDGETT (WMSL-757)
Z11706	CGC MUNRO (WMSL-755) @ JUNEAU AK
Z13940	CGC OLIVER HENRY
Z13919	CGC ROLLIN FRITCH

SPE300-26-Q-0001 Attachment #1- Statement of Work (SOW)

Z15255	CGC SEQUOIA (WLB-215)
Z11505	CGC SPENCER
Z11709	CGC STONE (WMSL-758)
Z11703	CGC STRATTON (WMSL-752)
Z11508	CGC TAHOMA (WMEC-908)
Z12107	CGC VALIANT
Z12113	CGC VIGOROUS
Z13934	CGC WILLIAM HART
Z11410	CGC X- DOUGLAS MUNRO
FT6043	CHANNEL ISLANDS AIR NATIONAL GUARD
FT9000	CHARLESTON AFB
M20364	CHEMCL BIOLOGICAL INCIDENT RESP FRC
MM1951	CHERRY POINT MCAS, MESS HALL
M14033	CO B
Z30328	COAST GUARD STATION GRAND ISLE
Z30338	COAST GUARD STATION NEW ORLEANS
F8M3SM	COLUMBUS CIVIC CENTER - SITE 1
M29410	COMBAT LOGISTIC REGIMENT 4
N24347	COMMNAV MANN NAS, GUAM FLC YOKOSUKA
N29794	COMMNAV MANN NAS, GUAMFLC YOKOSUKA
R21345	COMMNAV MARIN NAS, GUAM
R21100	COMMNAV MARIN NAS, GUAM
R21817	COMMNAV MARIN NAS, GUAM
R22178	COMNAVMAR
N23198	COMNAVMAR GUAM
N21636	COMNAVMAR GUAM
N21468	COMNAVMAR GUAM
R21387	COMNAVMAR GUAM
R21451	COMNAVMAR GUAM
R55684	COMNAVMAR GUAM
R21690	COMNAVMAR GUAM
R21463	COMNAVMAR GUAM
R21530	COMNAVMAR GUAM
R21830	COMNAVMAR GUAM
R21605	COMNAVMAR GUAM
R22999	COMNAVMAR GUAM
R23168	COMNAVMAR GUAM
R21764	COMNAVMAR GUAM
R21947	COMNAVMAR GUAM
R21657	COMNAVMAR GUAM
R21940	COMNAVMAR GUAM
R21943	COMNAVMAR GUAM
R21834	COMNAVMAR GUAM

SPE300-26-Q-0001 Attachment #1- Statement of Work (SOW)

R21037	COMNAVMAR GUAM
R21297	COMNAVMAR GUAM
R21944	COMNAVMAR GUAM
R21824	COMNAVMAR GUAM
R23181	COMNAVMAR GUAM
R23182	COMNAVMAR GUAM
R21101	COMNAVMAR GUAM
R21639	COMNAVMAR GUAM
R21346	COMNAVMAR GUAM
R20181	COMNAVMAR GUAM
R50126	COMNAVMAR GUAM
R21852	COMNAVMAR GUAM
R23151	COMNAVMAR GUAM
R21660	COMNAVMAR GUAM
R23146	COMNAVMAR GUAM
R21464	COMNAVMAR GUAM
R20121	COMNAVMAR GUAM
R21691	COMNAVMAR GUAM
N21037	COMNAVMAR GUAM
N23602	COMNAVMAR NAS GUAM
N29003	COMNAVMAR NAS GUAM
N23192	COMNAVMAR, FLC JAPAN
R21466	COMNAVMARIANAS GUAM
R20139	COMNAVMARIANAS, GUAM
W81R07	CP MCCAIN
FT6481	CRTC GULFPORT
W11M94	CT ARMY NG @ FT. DRUM, NY
W517YW	CULINARY ARTS CTR (ACCT# 160)
FT9147	DAKOTA INN MINOT AFB, ND
FT4427	DAVID GRANT MEDICAL CENTER
HT0861	DDEAMC IKE'S CAFE
709417	DEPT OF HOMELAND SECURITY AZ
FT9240	DET 1 554 RHS SVS
W517ZL	DF0653
W517ZM	DF0754
W517ZN	DF0820
W517ZP	DF0836
W517ZQ	DF0930
W517ZS	DF1010
W517ZF	DF1784 -ASC LOG READINESS CTR
W517ZT	DF1792 FORT LEONARDWOOD
W517ZG	DF2105
W517ZH	DF3223

SPE300-26-Q-0001 Attachment #1- Statement of Work (SOW)

W517ZJ	DF6111
W58NQ3	DIN FAC FT. LEONARD WOOD, MO
FT6604	DINING FACILITY
SW3147	DLA DISTRIBUTION GUAM MARIANAS
W81X4F	DLI MONTEREY TROOP
FT6628	DUKE FIELD - EGLIN AFB
W91BE5	DYDASCO USAR CENTER
W91JFY	DYDASCO USAR CENTER
W916WU	DYDASCO USAR CENTER
FT9118	DYESS AFB, TX.
FT9002	EGLIN AFB
FT2823	EGLIN AFB HOSPITAL
FT9300	EGLIN AFB HOSPITAL
W517UU	EGLIN ARMY RANGER CAMP
W813M9	EGLIN ARMY RANGER CAMP
FT9122	ELKHORN DINING MALMSTROM AFB, MT
W51874	F QUAD DINING FACILITY (FOOD TRUCK)
FB4620	FAIRCHILD AFB WARRIOR DFAC, WA
FT9063	FAIRCHILD AFB WARRIOR DFAC, WA
MM2749	FC 303
MM2849	FC 65
R03368	FISC A PUGET SOUND CODE 105
R20141	FISC A PUGET SOUND CODE 105
R21428	FISC A PUGET SOUND CODE 105
R21247	FISC BREMERTON
R23161	FISC BREMERTON
R46245	FISC BREMERTON USNS MERCY (T-AH 19)
R21313	FISC D DET EVERETT
R21625	FISC D DET EVERETT
N22266	FISC DET GUAM
N23193	FISC DET GUAM
N23194	FISC DET GUAM
N23196	FISC DET GUAM
N23197	FISC DET GUAM
N23914	FISC DET GUAM
N23950	FISC DET GUAM
N22154	FISC DET GUAM
N21871	FISC DET GUAM
N21869	FISC DET GUAM
N21856	FISC DET GUAM
N21622	FISC DET GUAM
N21524	FISC DET GUAM
N23167	FISC DET GUAM

SPE300-26-Q-0001 Attachment #1- Statement of Work (SOW)

N23726	FISC DET GUAM
R3012A	FISC DET GUAM
V23149	FISC NORFOLK
V07207	FISC NORFOLK
N21525	FISC NORFOLK
N21419	FISC NORFOLK
N21377	FISC NORFOLK
N29795	FISC NORFOLK
N21839	FISC NORFOLK
N21857	FISC NORFOLK
N21870	FISC NORFOLK
N21323	FISC NORFOLK 'A'
N21091	FISC NORFOLK 'A'
N21907	FISC NORFOLK 'A'
V23148	FISC NORFOLK 'B'
V23147	FISC NORFOLK G
V23153	FISCN
V23165	FISCN
V32421	FISCN
N29002	FISCN
N23195	FISCN
R21040	FLC
R21043	FLC
R21045	FLC
R21433	FLC
R21826	FLC
R21861	FLC
R41718	FLC
N21467	FLC BANGOR
R22993	FLC BREMERTON
R23171	FLC GUAM
V23170	FLC NORFOLK
N29001	FLC NORFOLK
V46246	FLC NORFOLK
R50125	FLC YOKO GUAM DETC
R55687	FLC YOKO JAPAN
R21950	FLC YOKO JAPAN-GUAM
N22259	FLC YOKOSUKA GUAM
R3015A	FLC YOKOSUKA GUAM
R27501	FLC YOKOSUKA GUAM DETACHMENT
R20170	FLC YOKOSUKA GUAM DETACHMENT
N22258	FLCY DET GUAM
R22994	FLCY GUAM

SPE300-26-Q-0001 Attachment #1- Statement of Work (SOW)

R05840	FLCY GUAM
R20168	FLCY GUAM
R20097	FLCY GUAM
R20010	FLCY GUAM
R20095	FLCY GUAM
R20259	FLCY GUAM
N29789	FLCY- GUAM
N29786	FLCY- GUAM
FT9131	FLIGHT KITCHEN
FT9094	FLIGHT KITCHEN WHITEMAN AFB, MO
W51AW9	FOOD TRUC2 (FT BRAGG)
W517YH	FORT BRAGG KIOSK FACILITY
KYVOLK	FORT CAMPBELL
W34GND	FORT CAMPBELL
W81ED9	FORT CAMPBELL
W45RNN	FORT CAVAZOS TX
W500MK	FORT CAVAZOS TX
W58G0J	FORT CAVAZOS TX
W58HFC	FORT CAVAZOS TX
W58RVZ	FORT CAVAZOS TX
W81176	FORT CAVAZOS TX
W8117L	FORT CAVAZOS TX
W50GZ7	FORT CAVAZOS, TX
W58HQB	FORT CAVAZOS, TX
W26QKQ	FORT GREGG-ADAMS SSMO
W516SR	FORT HUACHUCA
W37N04	FORT JACKSON TISA
HT0809	FORT MOORE MARTIN ARMY COMM. HOSPIT
W33BRC	FORT MOORE TISA
W31NWU	FORT NOVOSEL AVIATION CENTER
W42NU4	FORT POLK
W5188S	FORT POLK 3/10 MTN INFANTRY DINING
W42CXW	FORT POLK BAYNES JONES ARMY COMMUNI
W5188R	FORT POLK WARRIOR BDE (GUARDIAN) DI
W51AX3	FORT RILEY CULINARY OUTPOST KIOSK
W5189W	FORT RILEY CULINARY FOOD TRUCK
W5189U	FORT RILEY DINING FACILITY (HENRYJ)
W51864	FORT SILL
W51866	FORT SILL
W51A5V	FSC, 2ND BN, 7TH SFG EGLIN STRIKE
W51C6P	FSC,2ND BN, 7TH SFG(A) EGLIN STRIKE
W26DJW	FT AP HILL
W517YX	FT BRAGG FOOD TRUCK

SPE300-26-Q-0001 Attachment #1- Statement of Work (SOW)

W507EJ	FT CAVAZOS TX
W58HFU	FT CAVAZOS TX
W90B7X	FT CAVAZOS TX
W56KML	FT CAVAZOS, TX
W51843	FT CAVAZOS-FOOD TRUCK
W5184A	FT CAVAZOS-KIOSK
W91DBA	FT CAVAZOS-YDF315
W5188J	FT DRUM KIOSK ANNEX
W33M8P	FT GORDON TISA WH-S/BLDG, 39801
W50Q5C	FT GREGG-ADAMS 3810
W51AKU	FT GREGG-ADAMS JCCOE FD TRK DIN FA
W5181C	FT HUACHUCA
W517ZU	FT LEONARD WOOD - DF0908
W55CVG	FT RILEY KS (HENRY JACKSON), KS, MO
W56KLQ	FT. CAVAZOS
W91MBA	FT. CAVAZOS
W91ZDL	FT. CAVAZOS, TX
W42SQL	FT. CAVAZOS, TX
W42WGV	FT. CAVAZOS, TX
W45CKX	FT. CAVAZOS, TX
W45XTR	FT. CAVAZOS, TX
W50HDA	FT. CAVAZOS, TX
W51847	FT. CAVAZOS, TX
W51849	FT. CAVAZOS, TX
W56YBY	FT. CAVAZOS, TX
W56YGG	FT. CAVAZOS, TX
W5847Y	FT. CAVAZOS, TX
W589JL	FT. CAVAZOS, TX
W8116K	FT. CAVAZOS, TX
W81177	FT. CAVAZOS, TX
W8117M	FT. CAVAZOS, TX
W8118P	FT. CAVAZOS, TX
W813WL	FT. CAVAZOS, TX
W81A12	FT. CAVAZOS, TX
W90AJA	FT. CAVAZOS, TX
W90B7M	FT. CAVAZOS, TX
W9115N	FT. CAVAZOS, TX
W9115X	FT. CAVAZOS, TX
W91160	FT. CAVAZOS, TX
W91B84	FT. CAVAZOS, TX
W91LQS	FT. CAVAZOS, TX
W91MTG	FT. CAVAZOS, TX
W91MWY	FT. CAVAZOS, TX

SPE300-26-Q-0001 Attachment #1- Statement of Work (SOW)

W91P2K	FT. CAVAZOS, TX
W91QLJ	FT. CAVAZOS, TX
W51ABS	FT. CAVAZOS, TX- FOOD TRUCK
W91P61	FT. CAVAZOS. TX
W16BFA	FT. DRUM, NY
W5188F	FT. DRUM, NY
W61DET	FT. HUACHUCA TISA
W517TX	FT. JACKSON
W55C6T	FT. LEAVENWORTH INSTAL SUPPLY
W5189S	FT. RILEY KANSAS (HENRY JACKSON)
FT6092	FT6092 202 RHS CEN
FT9320	FT9320 802 FSS FSVF
W42TTY	G CO 199TH BSB
W51840	GAR DFAC FT. GREELY
W80GYB	GUAM ARMY NATIONAL GUARD
W81KWC	GUAM NATIONAL GUARD
FT6423	GULFPORT CRTC
FT6243	GULFPORT MISSISSIPPI ANG
FT9061	HALVORSON HALL MCGUIRE AFB, NJ
W583PF	HHC 26TH MANEUVER ENHANCEMENT BG
FT9031	HIGH PLAINS CAFE
W5188T	HOME FOR HEROES OUTPOST - KIOSK
W58XTU	HOS. BLDG. 6310
MM0249	HQ & SPT BN. MCB 227
W517YG	HQ 139 REGT 601A
MW0149	HUGH HALL
FT9009	HURLBURT FIELD AFB
FT9007	HURLBURT FIELDS THE REEF
M28312	I MARINE EXPEDITI FORCE
FT6112	IDAHO AIR NATIONAL GUARD
709251	IMMIGRATION & CUSTOMS ENFORCEMENT
FT6131	INDIANA NATIONAL GUARD
1691GB	INLAND EMPIRE JOB CORPS CENTER
W904WP	INSTALLATION DINING FACILITY
HT0794	IRWIN ARMY HOSP W50VCM
1631TL	JACKSONVILLE JOB CORPS CENTER
FT9128	JB PEARL HARB HAFB HALE AINA DFAC
FT9069	JBSA LACKLAND 802 FSS/FSVF
FT9070	JBSA LACKLAND 802 FSS/FSVF
FT9074	JBSA LACKLAND 802 FSS/FSVF
FT9076	JBSA LACKLAND 802 FSS/FSVF
FT9247	JBSA LACKLAND 802 FSS/FSVF
W81H2R	JOINT BASE LEWIS MCCHORD

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W517Y3	JRCF
W517YJ	JSOC EATERY (ACCT# 206)
R21041	KATHLEEN DRAPER
R21461	KATHLEEN DRAPER
W901R7	KBR
FT9052	KEESLER AFB, MS
FT9054	KEESLER AFB, MS
FT9056	KEESLER AFB, MS
FT3010	KEESLER NUTRI.FLIGHT MEDICINE
MW0740	KEVIN FUCHS
W42TZ8	LAARNG TRAINING CENTER
W51B6L	LCU-2028 MISSIONARY RIDGE
W51AEC	LCU-2031
FT9005	LIGHTENING DFAS
W517N6	LRC DFAC-1 BLDG 200
W517D4	LRC DFAC-10 BLDG 3400 (WR8)
W517D5	LRC DFAC-11 BLDG 3310 (WR9)
W517D6	LRC DFAC-12 BLDG 3340 (WR10)
W517D7	LRC DFAC-13 BLDG 3500 (WR11)
W517D8	LRC DFAC-15 BLDG 4230 (WR12)
W517F4	LRC DFAC-17 BLDG 5021 (WR13)
W517F5	LRC DFAC-18 BLDG 5140 (WR 14)
W90U39	LRC DFAC-2 - BLDG 2745 (WR2)
W90288	LRC DFAC-20 BLDG 40 (WR 17)
W517XU	LRC DFAC-4 NO.2 STEWART- FOOD TRUCK
W517B3	LRC DFAC-5 BLDG 2943 (WR3)
W517B4	LRC DFAC-6 BLDG 3009 (WR4)
W517ME	LRC DFAC-7 BLDG 3110 (WR 5)
W517BF	LRC DFAC-8 BLDG 3200 (WR6)
W517BG	LRC DFAC-9 BLDG 3235 (WR7)
FT9010	MACDILL AFB DINER'S REEF
HT0867	MADIGAN ARMY MEDICAL CENTER
N63042	MAIN GALLEY NAS LEMOORE
M54900	MARINE BARRACKS DINING HALL
M00312	MARINE CORPS BASE HAWAII
M90101	MARINE CORPS BASE MANAGER
M93915	MARINE CORPS RECRUITING STATION
M93922	MARINE CORPS RECRUITING STATION
M20970	MARINE SPECIAL OPERATIONS
M12001	MARINES @FT AP HILL WILCOX CAMP
MEF229	MARINES AT FT AP HILL
FB6191	MARYLAND AIR NATIONAL GUARD
N00167	MATSS IX-524 (AT PEARL HARBOR)

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M02221	MCAS DF BLDG 622
MM2049	MCAS, NR MESSHALL 4013
MM0550	MCB MESS HALL-BB125
M94002	MCMWTC BRIDGEPORT, MESS HALL 3006
MW0569	MCRD, MESS HALL 569
MW0620	MCRD, MESS HALL 620
MM1049	MCSS, MCB MESSHALL, 455
MM0750	MESS HALL #135
MM1349	MESSHALL 128
MW0410	MIKE NATOLI
FT9148	MINOT AFB.91 OSS/OSOE
899346	MISSION SUPPORT & TEST SERVICES, LL
FT9090	MONARCH DINING FACILITY
FT6261	MONTANA AIR NATIONAL GUARD
V21880	MOOREHEAD CITY PORT AUTHORITY
V21879	MOREHEAD CITY
1391LT	N0AA REUBEN LASKER @ SAN FRAN
N00246	NAB CORONADO
N00207	NAS JACKSONVILLE GALLEY
HT0953	NAS JACKSONVILLE NAVAL HOSPITAL
N83447	NAS JRB FORT WORTH
N00206	NAS NEW ORLEANS
N00204	NAS PENSACOLA
W906QK	NATICK W6WV USALRCTR NATICK
N63043	NAVAL AIR STATION, MERIDIAN
N70243	NAVAL COMPUTER TELECOMMS STATION
N55752	NAVAL CONSTRUCTION GROUP ONE
HT0925	NAVAL HOSP CAMP LEJEUNE, NC
HT0917	NAVAL HOSPITAL TWENTYNINE PALMS CA
HT0923	NAVAL MEDICAL CENTER PORTSMOUTH
R55481	NAVAL SPECIAL WARFARE GRP1 DET GUAM
N00245	NAVAL STATION GALLEY
N62813	NAVAL STATION GALLEY, HI
N3742A	NAVAL STATION GTMO BAY GALLEY
N00129	NAVAL SUBMARINE BASE NEW LONDON
N0417A	NAVAL SUPPORT FACILITY THURMONT
N69214	NAVAL WEAPONS STA GALLEY
N45610	NAVCON BRIG CHARLESTON
N62604	NCBC-GULFPORT
W5186Z	NCO ACADEMY - WARRIOR RESTAURANT #1
N0610A	NDSTC-AIR FORCE COMBAT DIVE HUMAN P
F1MTR6	NEW LONDON- 145TH CES/RTS
N55460	NMCB-GULFPORT

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1305F8	NOAA BELL SHIMADA
1305E7	NOAA FAIRWEATHER @ DUTCH HARBOR
13019W	NOAA OKEANOS EXPLORER
1305E6	NOAA OSCAR DYSON
134443	NOAA SHIP OREGON II
139256	NOAA SHIP OSCAR ELTON SETTE
134452	NOAA SHIP PISCES
1305EA	NOAA SHIP RAINER
V21958	NORFOLK FISC 'A', VA
V21820	NORFOLK FISC 'A', VA
V21388	NORFOLK FISC 'B' VA
V21953	NORFOLK FISC 'B' VA
V21833	NORFOLK FISC 'B', VA
V03369	NORFOLK FISC 'B', VA
V21700	NORFOLK FISC 'B', VA
V21948	NORFOLK FISC 'B', VA
V20159	NORFOLK FISC 'B', VA
V21946	NORFOLK FISC 'B', VA
V21450	NORFOLK FISC 'B', VA
V21853	NORFOLK FISC 'B', VA
V21422	NORFOLK FISC 'B', VA
V22992	NORFOLK FISC 'B', VA
V21687	NORFOLK FISC 'B', VA
V21449	NORFOLK FISC 'B', VA
V21389	NORFOLK FISC 'B', VA
V21941	NORFOLK FISC 'B', VA
V21218	NORFOLK FISC 'B', VA
V53210	NORFOLK FISC 'B', VA
V23164	NORFOLK VA
FT6331	NORTH CAROLINA AIR NAT'L GUARD
W5188K	NY FOOD TRUCK #1
FM4469	OL-A 351 SPECIAL WARFARE TRNG SQUAD
FT9253	OTS DFAC MAXWELL AFB
FT9093	OZARK INN WHITEMAN AFB, MO, KS
M32000	PARRIS ISLAND
FT9014	PATRICK AFB RIVERSIDE DINING FACILI
FT9115	PC TROOP & RED RIVER, BARKSDALE AFB
N50401	PCU CARL M. LEVIN
N20161	PCU COOPERSTOWN LCS-23
N2999K	PCU JOHN L CANLEY (T ESB-6)
V20038	PCU JOHN WARNER SSN
N50404	PCU LENA S HIGBEE (DDG 123)
N20169	PCU MARINETTE (LCS-25)

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N27158	PCU NEW JERSEY
N27155	PCU OREGON
V27155	PCU OREGON
N20261	PCU SANTA BARBARA (LCS32)
FT9140	PECOS TRAIL
N42237	PIRATES COVE GALLEY
133326	PORT OF CLEVELAND
W581FY	PUBLIC HEALTH ACTIVITY-GUAM
WX3JN8	PUBLIC HEALTH ACTIVITY-GUAM
W517TZ	QUAD01
W517TY	QUAD02
M93231	QUANTICO
M93232	QUANTICO
M93234	QUANTICO
M93236	QUANTICO
M93237	QUANTICO
M30300	QUANTICO MC, VA
M93013	QUANTICO MC, VA
N61009	RANGE 51
W517TU	RECEPTION BATTALION
FT9011	RIVERFRONT INN DFAC
W5029F	ROTC ARMY FORDHAM UNIVERSITY
W91LDY	S&D, GSB, 7TH SFG (A)
MM0149	S01, MCB MH, G640
N61331	SEASHORE GENERAL MESS (PANAMA CITY)
Z37050	SECTOR DELAWARE BAY
W517YV	SECURITY OPNS TRNG FACILITY (ACT#67
W81YMG	SF UNDERWATER TRAINING FACILITY
W5189T	SFC STEWART
Z37540	SFO SOUTHWEST HARBOR MAINE
MW0590	SHAWN BROWN
FT9098	SHEPPARD AFB
FT9165	SHEPPARD AFB
FT9227	SHEPPARD AFB, TX
W51AVZ	SMALL FIELD BRANCH
W51AVY	SMALL GARRISON 4200
W517YK	SPEAR WARRIOR REST
W36N0Q	SSMO
WX3JP3	SSMO (TISA) SCHOFIELD BARRACKS, HI
N21040	SUPPLY OFFICER
N21041	SUPPLY OFFICER
N21043	SUPPLY OFFICER
N21045	SUPPLY OFFICER

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N21433	SUPPLY OFFICER
N21461	SUPPLY OFFICER
N21826	SUPPLY OFFICER -FISC
R23152	SUPPLY OFFICER FISC DET EVERETT
M14027	SURG CO B (-)
FT9173	SVS FAIRCHILD AFB, WA
FB3047	SW HUMAN PERFORMANCE SQUADRON 1
W517YQ	SWCS WARRIOR REST (ACCT# 78)
W56FLD	TC-WRNMMC BDE FTX
FT9719	THULE AFB
HXFTSK	THULE AFB EXCHANGE
FT9167	THUNDERBIRD FLIGHT KITCHEN
W80WKM	TISA
W91BSQ	TN NATIONAL GUARD @ FORT CAVAZOS
SC3202	TRACY CA PROGRAM SUPPORT OFFICE
W517YR	TRIBE CAFE WARRIOR REST
HT0872	TRIPLER ARMY MEDICAL CENTER
W51865	TROOP ISSUE - ATZL0LST
W51862	TROOP ISSUE - ATZL-LST
W44DQ8	TROOP ISSUE ATZL LST
WC1JUE	TROOP ISSUE SUBSISTENCE ACTIVITY
WX3JPG	TROOP ISSUE SUBSISTENCE ACTIVITY
W91HXS	TSG DETACHMENT MARIANAS
W583MT	TWINING HALL DFAC
FT9019	TYNDALL AFB DINING FACILITY
W517Y4	U.S. DISCIPLINARY BARRACKS (USDB)
W517U0	US ARMY DRILL SERGEANT SCHOOL
W517YT	USA JFK SPEC WARFARE CENTER (ACT#63
W586FC	USAG KWAJ-ATOLL
W50ANH	USARC @ FT CAVAZOS
W91SNQ	USARC@ FT. CAVAZOS
W50GMM	USAV BREHON SOMERVELL (LSV - 3)
W90REC	USAV GEN FRANK S BESSON (LSV-1)
W51326	USAV HAROLD C. CLINGER (LSV-2)
W51AEJ	USAV HOBKIRK LCU-2023
W91CPM	USAV JAMES A LOUX (LSV-6)
W56THR	USAV LTG WILLIAM B. BUNKER (LSV-4)
W513WE	USAV MG CHARLES P. GROSS LSV-5
W36XAQ	USAV MG ROBERT SMALLS (LSV - 8)
W51D1F	USAV SSGT ROBERT T. KURODA (LSV-7)
Z20150	USCG AIR STATION CLEARWATER
Z20140	USCG AIR STATION OPALOCKA - MIAMI
Z20280	USCG AIR STATION SITKA

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Z20255	USCG AIR STATION, HI
Z31060	USCG BASE HONOLULU
Z31100	USCG BASE LA/LB
Z31020	USCG BASE MIAMI BEACH, FL
Z31070	USCG BASE NEW ORLEANS
Z13434	USCG LIBERTY @ VALDEZ AK
Z37040	USCG SECTOR NEW YORK
Z37570	USCG SFO VALDEZ
Z30475	USCG STATION CAPE DISAPPOINTMENT
Z30327	USCG STATION DESTIN
Z30481	USCG STATION GRAYS HARBOR
Z30347	USCG STATION MAYPORT
Z30324	USCG STATION YANKEETOWN
Z63100	USCG TRACEN YORKTOWN
Z61200	USCG TRAINING CENTER PETALUMA
Z12116	USCGC ALERT
Z12204	USCGC ALEX HALEY
Z11501	USCGC BEAR
Z11701	USCGC BERTHOLF
Z12110	USCGC DAUNTLESS
Z11507	USCGC ESCANABA
Z15253	USCGC FIR
Z11511	USCGC FORWARD
Z11704	USCGC HAMILTON
Z11705	USCGC JAMES
Z11512	USCGC LEGARE
Z14501	USCGC POLAR STAR
Z12106	USCGC RESOLUTE
Z11506	USCGC SENECA
Z12109	USCGC STEADFAST
Z11502	USCGC TAMPA
Z11702	USCGC WAESCHE @ ALAMEDA
N21629	USNS 2ND LT JOHN P. BOBO
N2991K	USNS APALACHICOLA (T-EPF 13)
N21621	USNS BIG HORN
N29793	USNS BURLINGTON
N29792	USNS CITY OF BISMARCK
N21307	USNS HENRY J KAISER T AO 187
N4098B	USNS JOHN L CANLEY (T-ESB 6)
N21667	USNS JOHN LEWIS T-AO 205
N21581	USNS KANAWHA (TAO-196)
N21582	USNS PECOS (T-AO 197)
N21042	USS ALASKA SSBN - 732

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V21042	USS ALASKA SSBN - 732
V21462	USS ALBANY SSN 753
R21465	USS ALEXANDRIA (SSN-757)
R20103	USS AMERICA LHA-6
V23180	USS ARLINGTON (LPD 24)
R21531	USS ASHLAND (LSD-48)
V20096	USS BILLINGS LCS-15
R21808	USS BOXER LHD-4
V20079	USS CALIFORNIA (SSN-781)
R20993	USS CARL VINSON CVN 70
V21923	USS CARNEY
R23155	USS CHAFEE DDG 90
R20156	USS CHARLESTON (LCS 18)
R21763	USS CHARLOTTE (SSN 766)
R20158	USS CINCINNATI
V27150	USS COLORADO
R21692	USS COLUMBUS (SSN 762)
R21452	USS COMSTOCK LSD-45
V20161	USS COOPERSTOWN (LCS-23)
R20131	USS CORONADO (LCS-4)
R21623	USS COWPENS CG-61
R21640	USS CURTIS WILBUR (DDG-54)
R50187	USS DANIEL INOUE (DDG-118)
V27153	USS DELAWARE
V50400	USS DELBERT D BLACK
V20136	USS DETROIT LCS-7
V21949	USS DONALD COOK (DDG-75)
R21533	USS ESSEX LHD 2
V23150	USS FARRAGUT (DDG - 99)
V21038	USS FLORIDA
N21038	USS FLORIDA SSBN 728
V3278A	USS FORT LAUDERDALE (LPD28)
R20130	USS FORT WORTH (LCS-3)
R20865	USS FRANK CABLE (AS 40)
R50402	USS FRANK E PETERSON JR (DDG 121)
R21412	USS GEORGE WASHINGTON CVN 73
N21039	USS GEORGIA SSBN 729
V21039	USS GEORGIA SSBN 729
V23173	USS GERALD R. FORD CVN 78
V21624	USS GETTYSBURG (CG64)
R23154	USS HALSEY AT PORT HUENEME
R23159	USS HAWAII (SSN 776)
V21367	USS HELENA (SSN 725)

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V27151	USS INDIANA
V20155	USS INDIANAPOLIS (LCS 17)
V23027	USS IWO JIMA
R20135	USS JACKSON (LCS 6)
V55685	USS JASON DUNHAM (DDG-109)
R21847	USS JOHN C STENNIS CVN74
R21686	USS JOHN MCCAIN DDG-56
R20160	USS KANSAS CITY LCS 22
R21827	USS LAKE ERIE (CG-70)
V21956	USS LASSEN (DDG-82)
R50404	USS LENA SUTCLIFFE HIGBEE DDG-123
V20138	USS LITTLE ROCK (LCS-9)
N21460	USS MARYLAND (SSBN-738)
V22995	USS MASON (DDG - 87)
R23189	USS MICHAEL MONSOOR (DDG 1001)
R55688	USS MICHAEL MURPHY (DDG-112)
R70026	USS MIGUEL KEITH
V20134	USS MILWAUKEE
R20034	USS MINNESOTA (SSN 783)
R20080	USS MISSISSIPPI (SSN-782)
R20002	USS MISSOURI (SSN 780)
R23160	USS MOMSEN (DDG 92)
V27156	USS MONTANA (SSN 794)
R20137	USS MONTGOMERY (LSC-8)
V21762	USS MONTPELIER SSN 765
N23754	USS MOUNT WHITNEY
R22997	USS MUSTIN DDG89
V23172	USS NEW HAMPSHIRE SSN 778
V23183	USS NEW MEXICO (SSN 779)
V3013A	USS NEW YORK
V21411	USS NEWPORT NEWS
R23190	USS NORTH CAROLINA SSN 777
R21951	USS O KANE DDG 77
V21413	USS PASADENA
R21822	USS PAUL HAMILTON @ SAN FRN
R21959	USS PEARL HARBOR LSD-52
V21429	USS PHILIPPINE SEA
V21952	USS PORTER
R3277A	USS PORTLAND (LPD-27)
R22996	USS PREBLE AT PORT HUENEME
R21447	USS PRINCETON (CG-59)
V21823	USS RAMAGE (DDG-61)
N21682	USS RHODE ISLAND (SSBN-740)

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V21682	USS RHODE ISLAND (SSBN-740)
V21945	USS ROSS (DDG - 71)
R21821	USS RUSSELL DDG-59
R3014A	USS SAN DIEGO LPD 22
R20261	USS SANTA BARBARA (LCS 32)
R21693	USS SANTA FE (SSN-763)
R20172	USS SAVANNAH (LCS 28)
V20140	USS SIOUX CITY
V27152	USS SOUTH DAKOTA SSN 790
V20157	USS ST. LOUIS (LCS-19)
R23166	USS STERETT AT PORT HUENEME
R21825	USS STETHEM DDG 63
R23163	USS STOCKDALE AT PORT HUENEME
V21685	USS STOUT DDG 55
V21942	USS SULLIVANS
N21044	USS TENNESSEE (SSBN-734)
V21044	USS TENNESSEE (SSBN-734)
V50137	USS THOMAS HUDNER (DDG 116)
V21562	USS TORTUGA LSD 46
R21816	USS TUCSON SSN 770
V21684	USS VICKSBURG (CG69)
V20182	USS WASHINGTON
V21560	USS WASP LHD 1
N21365	USS WEST VIRGINIA (SSBN-736)
V21365	USS WEST VIRGINIA (SSBN-736)
V20142	USS WICHITA LCS-13
R55686	USS WILLIAM P LAWRENCE PORT HUENEME
V21955	USS WINSTON S. CHURCHILL DDG 81
N21846	USS WYOMING SSBN 742
V21846	USS WYOMING SSBN 742
W26L8K	VA ARMY NATIONAL GUARD BASE
FT6493	VOLK FIELD ANGB
HT0855	W2DN BROOKE ARMY MED CTR
W16W7Y	W6X1 USALRCTR US MIL WESTPOINT
W5053Z	W6X1 USALRCTR US MIL WESTPOINT
W67HY8	W6X7 USALRCTR DUGWAY PRO
W51871	WAAF WARRIOR RESTAURANT 3
FB4897	WAGON WHEEL DINNING FACILITY
W50WUP	WAINWRIGHT - KIOSK - 1004
MM1549	WALLACE CREEK 100
W5184K	WARREN RANDLE DFAC
HT0802	WEST POINT ARMY HOSPITAL CAFE
HT0817	WINN ARMY COMMUNITY HOSPITAL

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W5184M	WOLVES DEN
W517QU	WR#1 - MARIA DAVIS
W517QV	WR#13 - VICTOR BERRY
W517QW	WR#4 - KAREN MYRICK
W517QX	WR#6 - DEXTER KNOWLES
W517QY	WR#8 THOMAS BRADLEY
FT9046	WRIGHT PATTERSON AFB, OH
R4442952.	WRM PACK
FT6101	WYNN DINING FACILITY
FT9015	WYNN DINING FACILITY
N00109	YORKTOWN NAVAL STATION
W91VD2	209 TH RFTI DFAC

3. DELIVERY VEHICLE REQUIREMENTS

- A. Supplies transported in vehicles that are not sanitary, or that have not maintained the proper temperatures, may be rejected at destination without further inspection.
- B. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

NOTE: CONTRACTOR(S)' DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERINARY INSPECTION POINTS AS DESIGNATED FOR INSPECTION OF HIS/HER PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINT.

4. NO SUBSTITUTIONS

Orders will be filled on a "fill or kill" basis. **If an item is not available, the Contractor(s) is not to substitute an item.** Instead, they will advise the customer as soon as possible that the item is not available and suggest an alternate item from among the existing contract line items (STORES catalog). The customer may then choose to submit a separate purchase order for the identified item(s). For any items not filled at delivery, the customer must input unfilled items as a zero-quantity receipt in STORES. Customer will be directly responsible for payment of any items not appearing on a STORES purchase order.

NOTE: In instances where the vendor provides a product that differs from the one ordered, the customer is required to refuse the incorrect product upon delivery. The customer should issue a receipt based on the original order; therefore, if they ordered a 5-gallon BIB but received a 3-gallon BIB, they should not issue a receipt in STORES since the product received does not match the order. Should the order be accepted, the customer must submit a new order solely for billing purposes for the item they actually received, ensuring it can be properly receipted and invoiced.

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5. HOLIDAYS

- A. All orders are to be delivered on the specified required delivery date, except for Federal holidays as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next scheduled business day, unless otherwise agreed to by the customer.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

NOTE: Holidays falling on a Saturday are observed on the preceding day (Friday); holidays falling on a Sunday are observed the following day (Monday).

- B. List below any additional holidays observed by your firm, which require closing. Also specify your policy for celebrating holidays that fall on Saturday or Sunday:

6. EMERGENCY ORDERS

- A. In order to adequately support an emergency order, the Contractor(s) must have the ability to provide "same day service" to a customer that is experiencing an emergency situation.
- B. The Contractor(s) shall provide, at maximum, **two (2) emergency orders per month**, per individual ordering activity or individual ship or vessel, at no additional cost to the Government. **The Contractor(s) will notify the customer and Contracting Officer immediately upon receipt of their request for an emergency order.**
- C. The Contractor(s) is responsible for furnishing the name of the designated point of contact responsible for handling emergency orders, and his/her phone number, e-mail address and/or pager number, to the customers.
- D. The Contractor(s) shall not contact customer regarding contractual information. **MUST contact the Contracting Officer.**

7. AUTHORIZED RETURNS

- A. The Contractor(s) shall accept returns under the following conditions:
- Products shipped in error;
 - Products damaged in shipment;
 - Products with concealed or latent damage;
 - Products that are recalled;
 - Products that do not meet shelf-life requirements;
 - Products that do not meet the minimum quality requirements;
 - Products delivered in unsanitary vehicles;

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- h. Quantity excess as a result of order input error and/or Purchase Ratio Factor error.
 - i. Products returns after acceptance. If the customer wishes to return an item after acceptance, it would be at the discretion of the vendor to accept/reject the return item or credit the customer;
- B. Any other conditions not specified above that are deemed to be valid reasons for return as long as it is mutually agreed to between the customer and the contractor. The Contracting Officer shall be notified of the change.

8. SHORT SHIPMENTS/SHIPPING ERRORS

- A. Contractor(s) shall notify the customer of any short shipments before delivery to allow the customer to change or adjust the order.
- B. The authorized Government receiving official will annotate short shipment(s) on the delivery ticket/invoice(s) that accompany the delivery. The Contractor(s)' representative, i.e., the truck driver, will acknowledge and countersign the delivery ticket/invoice.
- C. Any product delivered in error must be picked up by the Contractor(s) on the same day or by the next delivery day after notification by the ordering activity.

9. DELIVERY

- A. A delivery ticket will accompany each delivery. It is **mandatory** that the Delivery Ticket include the below information:
 - Customer/Recipient signature; **MUST BE CLEAR AND LEGIBLE**
 - Contract Number;
 - Call Number;
 - Purchase Order Number;
 - Contract Line Items listed in numeric sequence (also referred to as CLIN order);
 - DODAAC;
 - Item Nomenclature;
 - LSN or NSN;
 - Quantity purchased per item in DLA TROOP SUPPORT's unit of issue;
 - Clearly identified and annotated changes on all copies;
 - Total dollar value of each invoice (reflecting changes to the shipment, if applicable);
 - Required Delivery Date (RDD) i.e., 5/23/2022.
- B. Prices cited on delivery tickets for STORES orders will be the prices at the time of order and not the prices at time of delivery.
- C. All deliveries exclude national legal holidays unless otherwise indicated by ordering activity.

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- D. Items will be off-loaded from the Contractor(s) vehicle(s) and Contractor(s) personnel will place items delivered inside the dining halls, etc. Deliveries to ships shall be brought to the brow of the vessel, when applicable.
- E. Non-delivery to customers is not acceptable. If there are issues with terms and conditions of the contract, that is between DLA and Contractor(s). Contractor(s) cannot hold customers hostage while attempting to resolve contractual issues.

10. SITE VISITS

Offerors are urged and expected to inspect installations to familiarize themselves with the locations of the delivery points and conditions under which deliveries will be required.

11. ORDERING SYSTEM

A. Subsistence Total Order and Receipt Electronic System (STORES)

- 1) STORES is the Government's ordering system which is capable of accepting orders from any of the Services, i.e., Army, Air Force, Navy or Marines, individual ordering systems and translating the orders into an EDI (Electronic Data Interchange) format. In addition, this information is transmitted to DLA TROOP SUPPORT for the purposes of Contractor(s) payment and customer billing.
- 2) Customers shall order all of their Soda requirements through STORES.
- 3) STORES access is required for each Contractor(s)' employee. All STORES users must receive Account Management Provisioning System (AMPS) role approval prior to completing and electronically accepting the electronic user agreement for a STORES account. Detailed instructions on how to gain access to AMPS and STORES can be found in **Attachment 5** – STORES – AMPS Customer Contractor Request.
- 4) The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:
 - i. 810 – Electronic Invoice
 - ii. 832 – Catalog (Outbound: Contractor to DLA Troop Support)
 - iii. 850 – Purchase Order
 - iv. 997 – Functional Acknowledgment
 - v. A complete description of these transaction sets is included in the “STORES EDI Requirements” located at:

http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/STORES_and_EDI_Requirements.pdf or see **Attachment 4** – EDI Implementation Guidelines.

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- 5) The Contractor(s) shall have access to the Internet and be able to send and receive electronic mail (email).
- 6) Unit prices must be formatted no more than two (2) places to the right of the decimal point.
- 7) Any EDI-capable Contractor(s) must be able to conform to the Government's format for Item Descriptions on both the catalog and the invoices. The Government's format begins with a broad category and then continues with a more general description. For example, a 5 gallon of Cola would be described as "BEV BASE, COLA, 5-Gal BIB."

12. ORDER PLACEMENT

- A. Customers shall place orders via STORES to accommodate order lead time stated on contract. Orders shall generally be sent no later than 10:00 a.m. two (2) days prior to the desired delivery date in order to ensure maximum availability of product. However, a customer may decide to place an order with a longer lead-time for delivery except as noted on **Section 5-A Holidays on page 91.**
- B. The Contractor(s) **MUST** notify the customer **within 24 hours after order placement,** when there is non-availability of an item or items. If it appears that the Contractor(s) will not be able to fulfill the order in time to meet the required delivery date, the Contractor(s) shall advise the customer of its Not-in-Stock position so that the customer can go in **STORES** to adjust the receipt.
- C. There shall be no line-item (LSN) additions to existing STORES orders. Requirements for additional LSN's to prior/existing orders shall be ordered by customers via STORES as a new and separate STORES order.
- D. All pricing is effective at the time order is submitted.

13. PURCHASE ORDER

There shall only be one invoice per purchase order. This will reduce invoice and payment issues. At no time is a delivery driver permitted to deliver items that do not appear on the purchase order.

14. STORES (Subsistence Total Order and Receipt Electronic System)

The automated STORES (Subsistence Total Order and Receipt Electronic System) will be used to the maximum extent practical on the resultant contracts from this solicitation. In order to facilitate the receipt and payment process, there is specific information contained on the STORES purchase order that **MUST** be mirrored on the Contractor(s)' invoice. The information may have to be handwritten on the invoice. Please ensure the information is correct and legible. Invoices for those customers placing orders under STORES must be submitted for payment to the following address:

**DFAS BVDP (SL4701)
P.O. Box 369031
Columbus, Ohio 43236-9031**

15. INVOICING / PAYMENTS

Electronic Invoicing by Suppliers via Electronic Commerce/Electronic Data Interchange:

All suppliers are required to process invoices electronically. An electronic invoicing system expedites payments by providing a real time system for invoice processing. In an effort to ensure that your firm is paid promptly for products that you supply, we want to utilize the best business practices available. The business practices of today reflect increased utilization of Electronic Commerce/Electronic Data Interchange providing timelier and cost-effective ways of information exchange. DLA Troop Support, Subsistence is migrating towards more and more use of the electronic mediums available to conduct business with you as our business partners. The Defense Logistics Agency has undergone an Enterprise Business Systems (EBS) initiative. This EBS initiative will change the way you currently invoice. EBS conforms to a strict adherence of detailed line-item payment in concert with the order. Manual paperwork will no longer be a viable way to invoice. Invoices need to be submitted for payment promptly after delivery. Our intention is to provide you a quick and easy way to submit your invoices for payment and to help ensure prompt and accurate payments. Efforts have been underway for some time to bring a resolution for you to be able to accomplish Electronic Data Interchange with the invoices.

Invoicing:

A. All parties shall comply with the following invoicing requirements:

Acceptable methods of Invoicing include:

- a. If your company is able to exchange information electronically through American National Standards Institute (ANSI) X12 format, we could set your company up as an Electronic Data Interchange (EDI) Contractor(s) immediately, being able to receive orders and send invoices electronically.
- b. There are companies available who, for a fee, will turn flat files into EDI Invoices (810 transactions).
- c. The STORES/EBS Reconciliation (Recon) Tool web application is used to submit invoices electronically. This tool is only for Contractor(s) that have a DLA TROOP SUPPORT contract and are invoicing using the 810-transaction set. This system can be found on the DLA TROOP SUPPORT web page for Subsistence, https://www.stores.dla.mil/stores_web/default.aspx. A User ID and Password would be issued after properly registering for the site. This application allows visibility on the website for receipts by the customers. After review of the receipt and, if in agreement, simply type in an invoice number to submit the invoice to DFAS. This receipt information is available at this website for 180 days. The user will have the ability to add lines or change existing lines to reflect what was delivered. The

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changes will be e-mailed to the appropriate DLA Troop Support Account Manager, who will work at resolving the differences; however, **the customer must make the corrections electronically**. Contractor(s) is encouraged to wait until the receipt is adjusted to submit their invoices. The system will be updated daily from the receipt files. **Contractor(s) is required to utilize the system at least once a week.**

Invoices submitted using this website will generate an EDI invoice to flow through the paying process at DFAS. If additional information is needed on electronic or alternate electronic invoice processing, contact the appropriate DLA TROOP SUPPORT Account Manager or Contract Specialist/Officer for the region in question or use the Recon Training Tool.

- d. All orders will be invoiced by the Corporate Office and NOT from any individual bottler.

Individual delivery orders shall be invoiced within 5 days from the actual date of delivery.

All invoicing for payment is to be submitted electronically using the STORES/EBS Reconciliation (Recon) Tool website from the DLA Troop Support Subsistence Home Page. No paper invoices shall be submitted to DFAS for payment.

****ONE OF THE ABOVE METHODS MUST BE USED AS PAPER INVOICES ARE NO LONGER A VIABLE OPTION. THIS IS A CONDITION FOR CONTRACT AWARD****

- B. To create an account for the STORES/EBS Reconciliation (Recon) Toolinvoicing website all Contractor(s) shall obtain the following:
 - a. Public Key Interface (PKI) certificate for EACH individual that will have access to the DLA Troop Support Reconciliation Tool.
 - b. External Certificate Authority certificate (ECA) for EACH individual that will have access to the DLA Troop Support Reconciliation Tool.
 1. Begin at https://www.stores.dla.mil/stores_web/Admin_Logon.aspx
 2. Select New Account Request Form and follow the instructions on completion and submission.
 3. After registration, you will receive a Username and Password to access data from your contract.
- C. Each delivery will be accompanied by the Contractor(s)' delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall print and sign all copies of the invoices/delivery ticket, keep one (1) copy, and return the ORIGINAL copy to the Contractor(s). Any changes must be made on the face of the invoice.
- D. Every Invoice shall contain the following information in a **CLEAR and LEGIBLE**

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manner in which DoD Finance personnel will accept its legitimacy:

1. Customer/Recipient signature;
2. Contract Number;
3. Call Number;
4. Purchase Order Number;
5. Contract Line Items listed in numeric sequence (also referred to as CLIN order);
6. DODAAC;
7. Item Nomenclature;
8. LSN or NSN;
9. Quantity purchased per item in DLA TROOP SUPPORT's unit of issue;
10. Clearly identified and annotated changes on all copies;
11. Total dollar value of each invoice (reflecting changes to the shipment, if applicable);
12. Required Delivery Date (RDD) i.e.,.

A sample STORES order is illustrated below for informational purposes only. The information indicated in the five elements below is required to be identified on the Contractor(s)' invoice in order for the Contractor(s) to be promptly paid by DFAS. These elements are on the system generated STORES purchase order, and the information needs to be transferred to the invoice.

SAMPLE OF SENT ORDER DETAILS

Purchase Order Number: W45NRB32779360
Contract Number: SPE30026
Contractor: CONTRACTOR NAME
Call Number: 0006
Ordering Point: W51849
Ship To DoDAAC: W51849
RDD: 10/4/2026
Receipt Date:
Source of Receipt: Manual

Include?	CLIN	Document Number	Stock Number	Description	U/M	PRF	DLA TROOP SUPPORT	Order Qty	Receipt Qty	Cost	Proj Code
			Part Number		U/I						
☐	1	W45NRB32776603	896001E114211 049000981995	BEV BASE LEMONADE, PINK, (HI-C PINK LEMONADE), CONC, 5 GAL BIB, FOR DISPENSER	BX	1	BX	\$50.31	2	\$50.31	
☐	2	W45NRB32776604	896001E116557 049000988895	BEV BASE, ORANGE, SWT, (FANTA), 5 GAL BIB, FOR CARB DISPENSER	BX	1	BX	\$49.79	2	\$49.79	
Total:											

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- E. Every Purchase Order must have a corresponding Invoice. There **SHALL NOT** be any instance where two (2) Purchase Orders correspond to one (1) Invoice or where one (1) Purchase order corresponds to two (2) Invoices.
- F. If a delivery requires adjustment, both the customer/recipient AND the delivery driver shall make an annotation on the Invoice face, and BOTH shall print and sign the Invoice indicating agreement. The RECON Tool Receipt will then be adjusted accordingly by the customer/recipient and the RECON Tool Invoice will be adjusted accordingly by the Contractor(s).
- G. All invoices must be “clean”, i.e., all debits and/or credits must be reflected on the invoice prior to its submission.
- H. The STORES/EBS Reconciliation (Recon) Tool must be updated no less than once a week to ensure proper Invoicing and timely payments.
- I. Delivery drivers **SHALL NOT** deliver items that do not appear on the purchase order or substitute items requested with items that do not appear on the purchase order.

16. PAYMENT

- A. DFAS Columbus is the payment office for this acquisition. Customers are to place orders electronically through the DLA TROOP SUPPORT ordering system STORES.
- B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (I) of Clause 52.212-4 “Contract Terms and Conditions – Commercial Items”, appearing in the section of this solicitation entitled “Contract Clauses”.
- C. All offerors must have the ability to accept an 820-transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s). This information will only be available from your bank.
- D. Payment is currently being made in approximately ten (10) days after the receipt of a proper invoice; however, payment is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). All electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.
- E. Unit prices and extended prices must be formatted to only two (2) places beyond the decimal point. STORES will not accommodate positions of three (3) and above places beyond the decimal point. For example, an extended unit price of \$1.088 must be rounded up to \$1.09.
- F. The Government intends to utilize Electronic Funds Transfer (EFT) to make payments under the resultant contract(s). However, the Government reserves the right to use a manual payment system, i.e., check, if the need arises. Refer to Clause 52.232-33 “Mandatory information for Electronic Funds Transfer Payment”.
- G. CONTRACTOR PAYMENT INQUIRY SYSTEM - ACCESS AT:

17. CUSTOMER DEACTIVATION ACCOUNT

Contractor(s) shall not arbitrarily deactivate a customer's account without notifying the DLA Contracting Officer.

IV. CONTRACT ADMINISTRATION DATA

- A. Administration of the contract will be administered by DLA TROOPSUPPORT in Philadelphia.
- B. Administration of the individual delivery order will be performed by a designated representative at the ordering activity. This includes approving product changes and delivery changes.
- C. The DLA TROOP SUPPORT Contracting Officer must approve any changes to the contract.

V. SPECIAL CONTRACT REQUIREMENTS

1. NON-COMPETE PROVISION

The offeror warrants that it will not actively promote, encourage, or market any of the customers on this acquisition away from a resultant DLA Troop Support contract and onto a contract of any other Government agency or commercial entity. This prohibition applies both on a pre-award and post-award basis. The Contracting Officer reserves the right to resolicit the contract if he/she discovers that the successful Contractor(s) has violated this provision. **Customers that have been approached by a Contractor(s) regarding ordering off of a separate contract should immediately contact the Contracting Officer.**

2. TAX CERTIFICATION

Note: DLA is a federal government agency with Federal Employer Identification Number 31-1575142; therefore, tax exemption may apply.

The BIBs contract is on a national level. DLA customers do not need to show tax exempt status to the Contractor(s) in all CONUS. All issues relating to tax exemption should be sent to DLA in lieu of sending to our customers as the contracts are between the Contractor(s) and DLA. Customers should not be asked to complete any type of credit forms. The government and our customers are tax exempt and, therefore, are not required to complete any document.

3. MANAGEMENT REPORTS

- A. The Contractor(s) shall electronically transmit the following reports to the DLA Troop Support Contracting Officer and Account Manager monthly. All reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of

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the following month (e.g., for the reporting period of January 1 through January 31, the reports must be received by February 7).

B. Fill Rate Report:

The fill-rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. No other method of calculating fill rates should be included. Mis-picks and damaged or rejected cases should not be included in this calculation. The Contractor(s) submitted fill rate reports will be based on the same formula, and shall not include substitutions, miss-picks, damaged cases, rejected items, etc.

$$(\text{Cases accepted} / \text{cases ordered}) \times 100 = \text{Fill Rate \%}$$

The Contractor(s) shall submit its fill rate report (to include carbonated, non-carbonated BIB items and CO2 fill rate based on order quantity) on a monthly basis to the DLA TROOP SUPPORT Contracting Officer. The reports shall be based on purchase order required delivery dates (RDD), not purchase order placement dates. The Government will compare and attempt to reconcile the Government and Contractor(s)' report. The Government's fill rate report will be the official government record for contract performance.

DLA Troop Support Contractor(s) Fill rate PO Summary Spreadsheet:

Contract #	DoDAAC	PO Number	Total Actual order BIBs	Total Actual receipt BIBs	Total number of lines Items	Overall Fill %	Carbonated item Fill %	Non-Carbonated Fill %

C. Total Asset Visibility Report:

The Contractor(s) must be able to present real time asset visibility of its stock on-order, stock in-transit, and stock on-hand, as well as the anticipated usage and average demand for each item on the Contractor(s) catalog. This report tracks monthly movements in demand against changes in the 3 segments of supply chain. (Stock on-order, stock in-transit, and stock on-hand). Each of these elements are reported and tracked at the line-item level.

D. Slow Movers Report:

This report shall list all products that are being ordered in quantities of less than five (5) BIBs cases per month. Purpose is to track slow moving items for possible deletion from the catalog.

E. Customer Service Report:

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The Contractor(s) shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from ordering activities and the respective resolutions by providing details of each customer service incident, including any customer service visits.

4. THIRD PARTY SUPPLIERS:

- A. The successful awardee shall be responsible to contract for independently owned third-party bottlers to perform deliveries to all our customers in each specific customer grouping (e.g., CONUS land and ship customers, Alaska, Guam, and Hawaii customers). Those bottlers would serve as Subcontractors to the awardee.
- B. The successful awardee(s) shall establish separate agreements in place with all their independent bottlers that will be used to support our customers, and ensure those independent bottlers comply with the terms and conditions of this contract. The successful awardee(s) shall also develop a central email Point of Contact (POC) with their respective bottlers who will receive all orders and coordinate deliveries to our customers. It will be incumbent upon the awardee to update POC information and provide notification to the DLA contracting officer when change occurs.
- C. The successful awardee(s) shall immediately notify the Contracting Officer of any changes to the agreements with their independent bottlers.

NOTE: Copies of new negotiated agreements must be provided to the Contracting Officer.

- D. Lack of an agreement between the awardee and a bottler(s) will not prohibit the Government from issuing of the beverage contract. The sole purpose of the bottler agreement is to facilitate a dispute resolution process between the awardee and the bottler(s). In the absence of a bottler agreement, the awardee and bottler(s) will still be liable to each other for any claims or disputes related to delivery of products under this contract. Claims for loss/damage to bottler(s) will be covered by the business arrangement between the awardee and bottler(s) and laws applicable to such arrangements and will not be subject to the Contract Disputes Act or the "Disputes" clause of this contract.
- E. The Government is not responsible or liable for any loss or damage to the awardee's products shipped through the bottler(s). Any such losses or problems can be mitigated by establishing a good working relationship with the bottler(s). All communications regarding the claim shall be between the awardee and the bottler and not through DLA Troop Support. This procedure is not subject to change or modification, except by the DLA contracting officer.

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5. PRODUCT LISTING AND AVAILABILITY COMPLIANCE

The Contractor(s) is required to keep an up-to-date and easily accessible list of all products offered, including those that are currently unavailable or out of stock, for each DLA customer served under this contract. The Contractor(s) bears the responsibility of ensuring that every independent bottler supplies complete and accurate information regarding product availability in a timely fashion. All DLA customers must have clear insight into which items are available and which are not available from the Contractor(s) and their independent bottlers. The Contractor(s) shall ensure continuous access to this information and must be prepared to provide it immediately upon request from the Government.

6. BAG-IN-BOX (BIB) EQUIPMENT REPAIR AND PREVENTIVE MAINTENANCE (SOP)

All offerors shall provide comprehensive Standard Operating Procedures (SOP) for equipment repairs and preventative maintenance from initiation to completion to ensure efficient management of repair requests. The SOP shall outline clear procedures for handling requests from both Land and Navy Ship customers. Submitting BIB a detailed guideline will facilitate effective communication and ensure that all equipment repair requests are addressed promptly and efficiently. The SOP shall include the following:

- Contact information to call or email for service
- Advance customer notification of when repairs will be conducted
- How will repair issues be addressed? Please include worn-out and damaged equipment within shipboard environment
- How will part shortages be handled?
- Timely replacement of parts when needed
- How will emergency requests be handled? Please provide timeframe
- Customer update on the repairs and next steps prior technician leaving
- Work document for customers to sign upon completion of work
- List of bottlers, that specifically support Navy ships directly, and equipment listing for the ship.
- Schedule to perform quarterly preventive maintenance and checks system (PMCS) on dispensing machines to guarantee that proper hygiene standards are upheld. Preventive maintenance for a soda BIB (Bag-in-Box) machine should encompass the sanitation of nozzles, flushing of syrup lines, cleaning of diffusers, and maintenance of drip trays to avert sugar accumulation and mold growth, as well as the cleaning of ice bins and syrup connectors to ensure safety and the quality of the beverages.
- Monitor CO2 levels, inspects for leaks, and replace BIB connectors.
- The customer representative is also required to carry out component inspections to verify hygiene and operational efficiency.
- Quarterly PMCS reports must be provided by the contractor to both the customer representative and the DLA contracting officer.

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- Preventative maintenance plan to list all planned maintenance required during the BIB machines life cycle. Plan shall also address maintenance required prior to and after a period that the beverage equipment is in a lay-up or a secured status. This would include a shipyard maintenance period or a temporary closure of a dining facility, etc. This would also require mid-cycle reviews and life cycle evaluations.
- Planned maintenance required prior to and during pre-deployment period for U.S. Navy Ships. This would also require mid-cycle reviews and life cycle evaluations.
- Maintenance plans should outline the role and responsibilities of all stakeholders to include the end-user.
- Equipment replacement plan based on intervals designed to preclude the failure of the equipment or significant degradation of its associated system. Minimal replacement expectations would be a one-for-one exchange. Beverage equipment replacement will require fleet Type Commander (TYCOM) notification.
- During the life cycle of the beverage system, equipment, or component, it may become necessary to add a maintenance action to prevent an age-related functional failure not foreseen during maintenance plan.

7. STATEMENT OF CONTRACTOR REPAIR OBLIGATION AND CUSTOMER MAINTENANCE RESPONSIBILITIES

Offerors are obliged to submit a written description that details the specific types of issues, malfunctions, and service needs associated with Soda Machines that are the responsibility of the Contractor(s). They must clearly define the specific types of repairs that fall under the Contractor(s)' obligations. Examples include issues such as equipment defects, failures of internal components, and operational malfunctions. Additionally, Offerors must present a written list of issues that are not covered, which includes those that are the responsibility of the customer's facility maintenance, such as problems associated with power supply, plumbing, or water-line issues external to the machine, as well as environmental conditions, placement issues, and any damage caused by misuse or improper handling. The written outline should be detailed enough to allow the Customer to distinguish between the maintenance duties related to the facility and the repair services offered by the Contractor(s). The Contractor(s) is required to update this outline as needed and provide revisions to the Customer upon request.

SOLICITATION PROVISIONS

52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2025)

- (a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.
- (b) If the Offeror is proposing a total contract price that will exceed \$7 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

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- (1) Has ☐ filed all Federal tax returns required during the three years preceding the certification;
- (2) Has not ☐ been convicted of a criminal offense under the Internal Revenue Code of 1986; and
- (3) Has not ☐, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026)

(a) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

- (1) The solicitation number;
- (2) The name, address, telephone number of the Offeror;
- (3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
- (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
- (5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
- (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers.* The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers.*

- (1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
- (2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

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(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
- (3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award.
- (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

ADDENDUM TO 52.212-1:

The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (b), Submission of Offers.

- a. Delete the 1st sentence and substitute the following:

Submit signed and dated offers as specified on page 3 of this solicitation at Block 9 on or before the exact due date/local time as specified on page 3 at Block 8. **[X]** Facsimile offers are NOT authorized for this solicitation. **[]** Facsimile offers are authorized for this solicitation. Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed quotation. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. Paragraph (c), Period for Acceptance of Offers.

Change "30 calendar days" to read "**210** calendar days".

VI. INSTRUCTIONS FOR QUOTATIONS

1. GENERAL INFORMATION

- A. The Government will implement best-value continuum procedures, specifically utilizing the Lowest Price Technically Acceptable (LPTA) Source Selection Process for the evaluation of quotations. An award(s) will be granted to the responsible offeror whose

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submission meets the solicitation requirements and is deemed most beneficial to the Government, based on technical acceptability and the lowest total evaluated price presented by all contractors. Technical Acceptability is defined as fulfilling all minimum requirements specified in the solicitation. Pricing must be assessed as fair and reasonable. Consequently, a written Business Quotation must be submitted as outlined below.

- B. Your Price Quotation is required to be submitted in writing, adhering to the Submission Requirements detailed below. Offerors must provide one (1) electronic copy of their complete quotation, which includes one (1) electronic locked PDF file and one (1) editable Microsoft Excel file for the pricing section (Excel Spreadsheet available at ATTACHMENT 2 - Schedule of Items).
- C. Quotations will be assessed based on technical acceptability and pricing, in accordance with the evaluation criteria specified in the "**ADDENDUM TO FAR 52.212-2(d) Evaluation Procedures, paragraph(2)**" section of this solicitation. The offeror must clearly illustrate its ability to meet the customers' requirements in the most efficient and cost-effective manner. Quotations will be evaluated based on the factors outlined in the solicitation.
- D. To ensure full consideration, firms are encouraged to verify that the information included in their entire Quotation is accurate and comprehensive. Neglecting to do so may lead to the Government missing critical information. All documents must clearly indicate the solicitation number and the offeror's name on each page.
- E. Quotations must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information as requested may be considered a "no response" and may cause an offeror's quotation to be determined "Unacceptable" and eliminated from further consideration for award.

NOTE (1): The Government reserves the right to verify any information presented in your Quotations. Site visits to assess the accuracy of the information provided in an offeror's quotation may be conducted during the evaluation process.

NOTE (2) : Offeror's Exceptions to Any Solicitation Requirements – If the offeror proposes to take exception to any of the requirements of the Statement of Work (SOW), terms, conditions, provisions, clauses, or any other requirements cited in the solicitation, such exceptions shall be listed and detailed on a separate page and titled "Exceptions."

WARNING: If an offeror takes exception to any of the solicitation's requirements, the offeror's quotation may be deemed technically unacceptable and eliminated from further consideration for award.

Offerors may take exception to the solicitation's requirements and present alternative terms and conditions. However, if such exception(s) or alternative terms and conditions are deemed unacceptable, the offeror's quotation may be eliminated from further consideration

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for award.

2. BUSINESS /PRICE QUOTATION

Submission Requirement- Business/Price Quotation

The price quotation shall be submitted utilizing the Solicitation Price Quotation Workbook Spreadsheet ("Spreadsheet") prepared for this solicitation named **Attachment 2-Schedule of Items**. The price quotation workbook consists of four tabs: "INSTRUCTIONS," "COMPANY INFORMATION," "BAG-IN-BOX SCHEDULE OF ITEMS," and "FLAVORS CATEGORY DESCRIPTION."

1. For instructions on completing the below information see attached Excel Spreadsheet tab titled **"Instructions"**
2. Please see attached Excel Spreadsheet tab titled **"Company Information"** and complete the required information.
 - Company name and address, cage code, DUNS number, and Authorized Negotiator information
 - Customer Service Points of Contact
 - Ordering Capability and Points of Contact for Ordering and Invoicing/Payment
 - Provide the Local Bottler Contact information to include Name and Region, address and phone # with your offer.
 - Provide a copy of your company's current Wholesale Price list or other documents containing Commercial Pricing information. (NOT in the Excel spreadsheet BUT as an attachment to your offer).

NOTE: OFFERORS MUST SUBMIT PRICING ON AT LEAST ONE CATEGORY AND ALL ITEMS IN THAT CATEGORY MUST BE PRICED* An exception to this would be not providing a unit price for Category 2, Line item 0012-Touch Screen Dispenser equipment and Category 3, Line item 0013-Flavor Shots, if Offerors do not supply this item.

3. Please see attached Excel Spreadsheet tab titled **"Bag-In-Box - Schedule of Items"** and complete the required information.

Schedule of Items - Unit Price, which is the price per gallon (TWO decimal places only)

NOTE: In order to accommodate the Government's ordering system (Subsistence Total Order and Receipt Electronic System -STORES), unit prices are limited to a maximum of 2 places after the decimal point (reference Clause DLAD 52.214-9008 "Rounding Off of Offer and Award Price").

4. Please see attached Excel Spreadsheet tab titled **"Flavors -Category Description"** and complete the required information.

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Full Item Description for each item (BEV BASE, COLA, _____) (Brand)
name of the product, 5-GAL BIB) Product Code for each item

***FAILURE TO CORRECTLY AND COMPLETELY PROVIDE THE INFORMATION ABOVE COULD LEAD TO YOUR COMPANY'S BID BEING CONSIDERED NON- RESPONSIVE AND IT WILL NOT BE EVALUATED FOR AWARD. PROVIDING THIS INFORMATION IS NOT OPTIONAL, IT IS REQUIRED.**

An exception to this would be not providing a unit price for the line items that include Touch Screen Dispenser equipment and Flavor Shots.

If you have any questions, please contact the Contracting Officer that is associated with this procurement. Contact information is provided below for your convenience.

52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price/approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

ADDENDUM TO FAR 52.212-2

1. Paragraph (a) is hereby expanded to read as follows:

(a) The Government will award a contract(s) resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, price and technical acceptability considered. Lowest Price Technically Acceptable (LPTA) procedures will be used to evaluate offers. The following factors shall be used to evaluate offers:

1. Technical Acceptability
2. Price

NOTE: The resultant contract(s) will be based on the **Lowest Total Evaluated Price** offered meeting or

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exceeding the technical acceptability standard. Multiple awards may be made.

Any exceptions to the terms and conditions of the solicitation may render the quotation ineligible for award.

2. Add paragraph (d) as follows:

(d) Evaluation Procedures:

(1) Summary

All timely quotations will undergo a technical and business/price quotation evaluation as described in paragraph (2) below. The Government intends to evaluate offers and award a contract without discussions, however, the Government reserves the right to conduct discussions if determined by the Contracting Officer to be necessary. If discussions are determined to be necessary, the Contracting Officer will make a competitive range determination based on initial evaluations and written and/or oral discussions will be conducted with all offerors in the competitive range. The Government will request final quotation revisions from all offerors with quotations that remain in the competitive range. Final revised offers resulting from discussions will undergo further technical and business evaluations. Finally, an award(s) will be made using Lowest Price Technically Acceptable procedures, based on the **Lowest Total Evaluated Price** of quotations meeting or exceeding the technical acceptability standards.

(2) Evaluation Process

(i) ***Technical Evaluation Process:*** Technical Acceptability – The offeror takes no exceptions to the terms and conditions found in the solicitation. Offeror(s) must submit all required documentation. By submitting a quotation with no exceptions, an offeror is confirming they possess the necessary facilities, equipment, technical skills and capacity to successfully provide all items required by this solicitation.

Evaluation Criteria: Each Quotation will be evaluated to determine technical acceptability first on a pass/fail basis. A Quotation will be rated “Acceptable” if the offeror(s) submits all required documentation and does not take any exception to the terms and conditions outlined in the solicitation. Quotations that do not clearly meet these minimum requirements will be rated “Unacceptable” and will not be considered for award.

(ii) ***Price Evaluation Process:*** Pricing is required for all items found in the Schedule of Items. **An exception to this would be not providing a unit price for Category 2, Line item 0012-Touch Screen Dispenser equipment and Category 3, Line item 0013-Flavor Shots.** The Government will perform a price analysis on all items found in the Schedule of Items. The estimated quantities in the Schedule of Items shall be multiplied by the unit prices to determine the Evaluated Aggregate Price. Unit prices will be evaluated to

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determine if there are any outliers with the ultimate award decision based on the lowest evaluated aggregate.

Evaluation Criteria: Each quotation will be evaluated against the requirements of, and in accordance with the terms of, the solicitation. The Government will evaluate the initial quotations and if applicable, revised quotations, in accordance with FAR 15.4, “ Contract Pricing.” The Government will evaluate offerors’ pricing on the items in Schedule of Items contained as referenced in **Attachment 2-SCHEDULE OF ITEMS - PRICE QUOTATION FOR SPE300-26-Q-0001.**

For purposes of the Business/Price Quotation Evaluation, each offeror’s Evaluated Aggregate Price will be calculated by multiplying the Estimated Annual Quantity for each Line Item by the offeror’s Proposed Unit Price. The Evaluated Aggregate Price will be used to evaluate each offeror’s Schedule of Items Price Quotation. These totals are shown on the Attachment 2-spreadsheet, BAG-IN-BOX SCHEDULE OF ITEM Tab.

(3) Selection Process

The final evaluation report documenting technical acceptability and price reasonableness will be furnished to the Contracting Officer for final review and award determination. An award will be made to the responsive, responsible offeror(s) that offers a **Technically Acceptable Quotation at the Lowest Total Evaluated Price.**

52.204-7 SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION 2026-O0038) (FEB 2026)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to <https://www.sam.gov>. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

(a) *Definitions.* As used in this provision—

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

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Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:

(1) *Unique entity identifier (UEI)*.

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to <https://www.sam.gov> for instructions on obtaining a UEI.

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code*.

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a “doing business as” name) for—

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to <https://cage.dla.mil/>.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is...	Then...
Located in a country that is a member of the North Atlantic Treaty	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)

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Organization (NATO) or a
sponsored nation

Located in a country that is
not a member of NATO or
a sponsored nation

Contact the NATO Support and Procurement Agency (NSPA)
(<https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx>)

(c) *Representations and certifications.*

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations— Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.219-1 Alt II	Small Business Program Representations, with its Alternate II	Mar 2023

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52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014
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(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information.* The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

52.204-7 SYSTEM FOR AWARD MANAGEMENT—REGISTRATION ALTERNATE I (DEVIATION 2026-O0038)(FEB 2026)

As prescribed in 4.208(b)(1), replace the first sentence of the introductory paragraph of the basic provision with the following sentences: The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) as soon as possible. If registration is not possible when submitting an offer or quotation, the awardee shall be registered in SAM according to the requirements of the Alternate I of clause at FAR 52.204-13, System for Award Management-Maintenance.

52.204-90 OFFEROR IDENTIFICATION (DEVIATION 2026-O0038) (FEB 2026)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (<https://www.sam.gov>) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

(a) *Definitions.* As used in this provision—

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

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Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) *Unique entity identifier (UEI)*.

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to <https://www.sam.gov> to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) *Taxpayer identification*. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

☐ TIN: _____;

☐ TIN has been applied for; or

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government; or

☐ Offeror is an agency or instrumentality of the Federal Government.

(2) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4; or

☐ Other.

(3) *Common parent*.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or

☐ Name and TIN of common parent:

Name: _____

TIN: _____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).

(d) *Commercial and Government Entity (CAGE) code*.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

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If the Offeror is...

Then...

Located in the United States or its outlying areas

Submit a request to the DLA CAGE Branch via <https://cage.dla.mil>

Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation

Contact the appropriate National Codification Bureau (<https://www.nato.int/structur/ac/135/about/contacts>)

Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation

Contact the NATO Support and Procurement Agency (NSPA) (<https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx>)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a “doing business as” name) for—

- (i) Its immediate owner(s), if any;
- (ii) Its highest-level owner, if any; and
- (iii) Any predecessor(s), or predecessor of an Offeror’s predecessor, that held a Federal contract or grant within the last three years.

Owner Type

CAGE Code

Legal Business Name

Immediate owner

Highest-level owner

Predecessor*

* Predecessor CAGE code may be marked “Unknown.”

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

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(End of provision)

**52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-
REPRESENTATION (DEVIATION 2026-O0038) (FEB 2026)**

(a) *Definitions.* As used in this clause—

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation.* The Offeror represents that-

- (1) It ☐ is, ☐ is not an inverted domestic corporation; and
- (2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

**52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEVIATION
2026-O0038) FEB 2026)**

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

Federal taxes are considered delinquent if both of the following criteria apply:

(1) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial

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challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

Addendum Containing Supplementary Provisions in Full Text and by Reference

The following additional provisions are set forth in full text:

52.216-1 TYPE OF CONTRACT (DEVIATION 2026-O0038) (FEB 2026)

The Government contemplates award of a **Indefinite Delivery Indefinite Quantity Firm Fixed Price** contract resulting from this solicitation.

(End of provision)

52.216-1 TYPE OF CONTRACT (DEVIATION 2026-O0038) (FEB 2026) ALTERNATE I (DEVIATION 2026-O0038) (FEB 2026).

As prescribed in 16.104, Include the following as paragraph (a) of the basic provision: Offerors may propose an alternative contract type.

52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020)

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(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here ☐ . Alternate wording may be negotiated with the contracting officer.

(End of Provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2021)

(a) *Definition.*

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

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52.225-2 BUY AMERICAN CERTIFICATE (OCT 2022)

(a)

(1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(4) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b)[List as necessary]

(c) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2021)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products:

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Line item No.

Country of origin

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

- FAR: <https://www.acquisition.gov/far/index.html>;
- DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
- DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

The following additional provisions are incorporated by reference:

PROVISION NUMBER

TITLE/DATE

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran –Representation and Certification (JUN 2020)

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PROCUREMENT NOTES

L06 Agency Protests (DEC 2016)

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

Additional Clauses

The Contractor shall comply with any clause that is checked on the following list which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ FAR 52.203-3, Gratuities (APR 1984)

☐ FAR 52.204-7 System for Award Management—Registration (DEVIATION 2026-O0038) (FEB 2026)

☐ 52.225-5 Trade Agreements (Nov 2023)

☒ FAR 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (DEVIATION 2026-O0038) (FEB 2026)

☐ FAR 52.229-12 Tax on Certain Foreign Procurements (DEVIATION 2026-O0038) (FEB 2026)

☐ DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

☐ DFARS 252.203-7003, Agency Office of the Inspector General (AUG 2019)

☐ DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (SEP 2022)

☐ DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting
(DEVIATION 2024-O0013 REVISION 1 (MAY 2024))

☐ DFARS 252.204-7013, Limitations on the Use or Disclosure of Information by Litigation Support Offerors (MAY 2016)

☐ DFARS 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors (MAY 2016)

☒ DFARS 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support (JAN 2023)

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☒ NIST SP 800-171 DoD Assessment Requirements (DEVIATION 2026-O0025) (FEB 2026)

☒ DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (JUN 2023)

☐ DFARS 252.211-7003, Item Unique Identification and Valuation (MAR 2023)

☐ DFARS, 252.215-7990, Requirement for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation (DEVIATION 2026-O0048) (MAR 2026)

☐ DFARS 252.215-7991, Requirement for Submission of Data Other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation (DEVIATION 2026-O0048) (MAR 2026)

☐ DFARS 252.215-7007, Notice of Intent to Resolicit (JUN 2012)

☒ DFARS 252.215-7992, Only One Offer. (DEVIATION 2026-O0048) (MAR 2026)

☒ DFARS 252.215-7013, Supplies and Services Provided by Nontraditional Defense Contractors (JAN 2023)

☐ DFARS 252.215-7996, Notification to Offerors – Postaward Debriefings. (DEVIATION 2026-O0048) (MAR 2026)

☐ DFARS 252.216-7010, Postaward Debriefings for Task Orders and Delivery Orders (DEC 2022)

☒ DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) – Basic (DEC 2019)

a. ☐ Alternate I (DEC 2019) of 252.219-7003 (DEC 2019)

☐ DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) (DEC 2022)

☐ DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JAN 2023)

☒ DFARS 252.225-7000, Buy American—Balance of Payments Program Certificate (FEB 2024)

☒ DFARS 252.225-7001, Buy American and Balance of Payments Program - Basic (FEB 2024)

a. ☐ Alternate III (FEB 2024) of 252.225-7001

☐ DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)

☐ DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2023)

☐ DFARS 252.225-7010, Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)

☒ DFARS 252.225-7012, Preference for Certain Domestic Commodities (APR 2022)

☐ DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)

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_____ DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JAN 2023)

_____ DFARS 252.225-7017, Photovoltaic Devices (MAR 2024)

_____ DFARS 252.225-7018, Photovoltaic Devices—Certificate (MAR 2024)

_____ DFARS 252.225-7020, Trade Agreements Certificate (NOV 2014)

_____ DFARS 252.225-7021, Trade Agreements (FEB 2024)

a. _____ Alternate III (FEB 2024) of 252.225-7021

_____ DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)

_____ DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)

_____ DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)

_____ DFARS 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate (FEB 2024)

a. _____ Alternate I (FEB 2024) of 252.225-7035

b. _____ Alternate IV (FEB 2024) of 252.225-7035

_____ DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program - Basic (FEB 2024)

a. _____ Alternate I (FEB 2024) of 252.225-7036

b. _____ Alternate VI (FEB 2024) of 252.225-7036

c. _____ Alternate VII (FEB 2024) of 252.225-7036

d. _____ Alternate X (FEB 2024) of 252.225-7036

_____ DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (OCT 2015)

_____ DFARS 252.225-7963, Antiterrorism/Force Protection for Defense Contractors Outside the United States (DEVIATION 2026-O0041) (FEB 2026)

 X DFARS 252.225-7052, Restrictions on the Acquisition of Certain Magnets, Tantalum and Tungsten (MAY 2024)

_____ DFARS 252.225-7053, Representation Regarding Prohibition of Use of Certain Energy Sourced Inside the Russian Federation (AUG 2021)

_____ DFARS 252.225-7054, Prohibition of Use of Certain Energy Sourced Inside the Russian Federation (JAN 2023)

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☒ DFARS 252.225-7055, Representation Regarding Business Operations with the Maduro Regime (MAY 2022)

☒ DFARS 252.225-7056, Prohibition Regarding Business Operations with the Maduro Regime (JAN 2023)

☒ DFARS 252.225-7057, Preaward Disclosure of Employment of Individuals Who Work in the People's republic of China (AUG 2022)

☒ DFARS 252.225-7058, Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China (JAN 2023)

☐ DFARS 252.225-7061, Restriction on Acquisition of Personal Protective Equipment and Certain Other Items From Non-Allied Foreign Nations (JAN 2023)

☒ DFARS 252.225-7966, Prohibition Regarding Russian Fossil Fuel Business Operations – Representation (Deviation 2024-O0006, Revision 1)(MAR 2024)

☒ DFARS 252.225-7967, Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)(MAR 2024)

☐ DFARS 252.225-7975, Additional Access to Contractor and Subcontractor Records (Deviation 2024-O0003)(DEC 2023)

☐ DFARS 252.225-7993, Prohibition on Providing Funds to the Enemy (Deviation 2024-O0003)(DEC 2023)

☒ DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (JAN 2023)

☐ DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation—Other Than Commercial Products and Commercial Services. (DEVIATION 2026-O0036) (FEB 2026)

☐ DFARS 252.227-7990, Technical Data—Commercial Products and Commercial Services. (DEVIATION 2026-O0036) (FEB 2026)

☐ DFARS 252.227-7037, Validation of Asserted Restrictions on Technical Data (JAN 2025)

☐ DFARS 252.229-7014, Full Exemption From Two-Percent Tax on Certain Foreign Procurements (OCT 2022)

☒ DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)

☐ DFARS 252.232-7009, Mandatory Payment by Governmentwide Commercial Purchase Card (MAY 2018)

☒ DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)

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☐ DFARS 252.232-7011, Payments in Support of Emergencies and Contingency Operations (MAY 2013)

☐ DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JAN 2023)

☐ DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JAN 2023)

☐ DFARS 252.239-7018, Supply Chain Risk (DEC 2022)

☒ DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2022)

☒ DFARS 252.244-7999, Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015) (FEB 2026)

☐ DFARS 252.245-7005, Management and Reporting of Government Property (JAN 2024)

☐ DFARS 252.246-7003, Notification of Potential Safety Issues (JAN 2023)

☐ DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)

☐ DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JAN 2023)

☒ DFARS 252.247-7023, Transportation of Supplies by Sea (OCT 2024).

a. ☐ Alternate I (OCT 2024) of 252.247-7023.

b. ☐ Alternate II (OCT 2024) of 252.247-7023

☐ DFARS 252.247-7025, Reflagging or Repair Work (JUN 2005)

☐ DFARS 252.247-7026, Evaluation Preference for Use of Domestic Shipyards – Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV 2008)

☐ DFARS 252.247-7027, Riding Gang Member Requirements (MAY 2018)

☐ DFARS 252.247-7028, Application for U.S Government Shipping Documentation/Instructions (JUN 2012)

☐ DFARS 252.270-7000, Pilot Program to Incentivize Contracting with Employee-Owned Businesses – Representation (NOV 2024)

☐ DFARS 252.270-7001, Pilot Program to Incentivize Contracting with Employee-Owned Businesses – Subcontracting Certification (NOV 2024)

☐ DFARS 252.270-7000, Pilot Program to Incentivize Contracting with Employee-Owned Businesses (NOV 2024)

DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JAN 2023)

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DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JAN 2023)

DFARS 252.247-7023, Transportation of Supplies by Sea (OCT 2024)