Theater Contracting Center – Americas
COMBINED SYNOPSIS/SOLICITATION
for
SV26.2 Bottled Water

1. This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with part 12. This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued.

2. Solicitation number W912CL-26-Q-KW02 is issued as a Request for Quotation (RFQ) for SV26.2 Bottled Water

3. This acquisition *is not* set-aside for small business concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

General Information
Document Type: Combined Solicitation/Synopsis
Solicitation Number: W912CL-26-Q-KW02
Questions Due: 1700 CST, 5 August 2026
Quote Due: 1000 CST, 10 August 2026
Product or Service Code: 8960 - Beverages, Nonalcoholic
Set Aside: N/A
NAICS Code: 312112 - Bottled Water Manufacturing

Contracting Office Address
Theater Contracting Center- Americas
410th Contracting Support Brigade
4130 Stanley Road, Building 1026
JBSA Fort Sam Houston, TX 78234-2726

Description
This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) subpart 12.6, “Streamlined Procedures for Evaluation and Solicitation for Commercial Items,” as supplemented with additional information included in this notice. This announcement constitutes that only solicitation; “quotations” are being requested, and a written solicitation document will not be issued.

This solicitation is a "Request For Quotations (RFQ)”. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2024-05, dated 22 May 2024.

The associated North American Industrial Classification System (NAICS) code for this procurement is 561990, with a size standard of 1100 Employees.

The 410th Contracting Support Brigade is seeking contractor shall deliver 25,625 liters of Bottled Water from either San Luis or Oasis Bottled Water, which have been approved by SOUTHCOM, in either of the two following packaged configurations (500ml or 1L bottles), per the KO or GR instructions, and in accordance with the Delivery Table provided below.

SV-26.2 (PERU) Bottled Water PD.pdf

CLIN	DESCRIPTION	EXTENDED DESCRIPTION	Unit of Issue	Quantity	Price
0001	Bottled Water (500 ml)	Please see **SV-26.2 (PERU) Bottled Water PD.pdf**	4	LOT	

Print Name:_____ Signature:_____ Date: :_____

Company Name:_____ Unique Entity Identifier:_____

CLAUSES INCORPORATED BY REFERENCE

52.204-1	Approval of Contract.	Dec-89
52.204-7	System for Award Management.	Oct-18
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun-20
52.204-13	System for Award Management Maintenance	Oct-18
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	Oct-20
52.204-16	Commercial and Government Entity Code Reporting	Aug-20
52.204-18	Commercial and Government Entity Code Maintenance	Aug -20
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec-14
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Aug-20
52.204-27	Prohibition on a ByteDance Covered Application	Feb-23
52.204-29	Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures.	Dec-23
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded.	Jan-25
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.	Feb-16
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services	Nov-21
52.212-3	Offeror Representations and Certifications-Commercial Items. – (Alternate I)	Feb-21
52.212-4	Contract Terms and Conditions-Commercial Items.	Oct-18
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Dec-13
52.228-3	Worker's Compensation Insurance (Defense Base Act)	Jul-14
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	Apr-84
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov-21
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan-17
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD contracts)	Jan-21
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	Sep-11
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Nov-11
252.204-7006	Billing Instructions.	Oct-05
252.204-7016	Covered Defense Telecommunications Equipment or Services--Representation	Dec-19
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services--Representation	May-21
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	Jan-21
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan-18
52.222-50	Combating Trafficking in Persons.	Nov-21
252.225-7041	Correspondence in English.	Jun-97
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States.	Jun-15
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec-18
252.232-7006	Wide Area Workflow Payment Instructions.	Dec-18
252.232-7008	Assignment of Claims (Overseas).	Jun-97
252.232-7010	Levies on Contract Payments.	Dec-06
252.233-7001	Choice of Law (Overseas).	Jun-97
52.233-3	Protest After Award.	Aug-96
52.233-4	Applicable Law for Breach of Contract Claim.	Oct-04
252.243-7001	Pricing of Contract Modifications.	Dec-91

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.212-1, Instructions to Offerors—Commercial Products and Commercial Services (MAR 2023)

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for ***30 calendar days*** from the date specified for receipt of offers unless another time period is specified in an addendum to the solicitation.

A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This technical description must include a personnel management plan demonstrating the contractor's capability to provide, manage, and resource the certified personnel requested in the PD. This may also include product literature, or other documents, if necessary.

FAR 52.212-2, Evaluation-Commercial Products and Commercial Services (NOV 2021)
(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation
requirements will be most advantageous to the Government, namely price and other factors. The following factors shall be used to evaluate offers:

Award will be made from the Offeror who is determined acceptable in both the technical and past performance factors as well as the lowest total evaluated price. The following approach shall be used to evaluate offers:

STEP 1: Rank all quotes by price

STEP 2: Evaluate for technical acceptability ascendingly (evaluated in line from lowest priced to highest priced quotes). Bid shall be evaluated on acceptability by being able to meet the requirements within the Product Description, and Delivery Table attached within 10 days of award. Bidders will provide two examples of past performance of awarded contracts.

STEP 3: Assess performance confidence for the lowest priced technically acceptable offeror with conforming past performance.

(b) A written notice of award or acceptance of an offer, mailed or otherwise 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.

Failure to strictly adhere to the instructions could result in its proposal being deemed unacceptable and therefore may result in the elimination of the proposal from further consideration

(End of clause)

FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004) (Mar 2025)
The following subparagraphs of FAR 52.212-5 are applicable:
(a)(1)-(7)
(b)(1),(2), (4), (5), (9), (12), (30), (31), (32), (33), (34), (39i), (46), (48i) , (49i), (55), (59)
(d)(1)
(e)(1 (vi, xvi A-B))

FAR 52.212-5 can be found at: https://www.acquisition.gov/far/52.212-5

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment As prescribed in 4.2105(a), insert the following provision:
Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)
The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or

services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.
(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to— (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—
(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
(d) Representation. The Offeror represents that—
(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information

required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.
(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer: (i) For covered equipment—
(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services— (A) If the service is related to item maintenance: A description of all

covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.222-90 Addressing DEI Discrimination by Federal Contractors (Deviations 2026-O0040, Revision

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.232-18 Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government’s obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the

Contracting Officer.

(End of clause)

FAR 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):
https://www.acquisition.gov/

b. 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)
(a) Definitions. As used in this clause—
"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following

document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.
[X] Invoice and Receiving Report (COMBO) **(Supplies)**

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.
[ ] Invoice as 2 in 1 **(Services)**

(iii) For customary progress payments based on costs incurred, submit a progress payment request.
(iv) For performance based payments, submit a performance based payment request.
(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W912CL
Admin DoDAAC**	W912CL
Inspect By DoDAAC	W81XG9
Ship To Code	W81XG9
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	W81XG9
Service Acceptor (DoDAAC)	W81XG9
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

Acceptor: To Be Determined at Time of Award
Contract Specialist: Kevin Won at kevin.e.won.mil@army.mil

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's
WAWF point of contact.

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.
Failure to strictly adhere to the instructions could result in its proposal being deemed unacceptable and therefore may result in the elimination of the proposal from further consideration

(End of clause)

*****NOTE: ALL OFFERORS SHALL COMPLY WITH FAR 52.204-7(b)(1)**

FAR 52.204-7(b)(1): “An Offeror is required to be registered in SAM when submitting an offer or quotation and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.” System of Award Management (SAM) Registration Instructions: 1. Visit the SAM home page at https://www.sam.gov/. 2. Click “Create a User Account” button on SAM home page and follow the instructions. 3. Click “Register Entity” button on SAM home page and follow the instructions.

AMC Level Protest

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

Headquarters, U.S. Army Materiel Command
Office of Command Counsel-Deputy Command Counsel 4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000 Fax number: (256)450-8840
Email:usarmy.redstone.usamc.mbx.protests@army.mil
The AMC-Level protest procedures are found at: https://www.amc.army.mil/Connect/Legal-Resources/

INSTRUCTION TO OFFERERS:
Submit quotes, no later than **1000 CST, 17 August 2026,** via email to the 410th Contracting Support Brigade, Theater Contracting Center Americas, Contract Specialist: Kevin Won at kevin.e.won.mil@army.mil
and please Courtesy Copy Contracting Officer, David Garza at david.l.garza5.mil@army.mil

Title the subject line of your email: "RFQ SV26.2 Bottled Water, W912CL-26-Q-KW02"