Amendment 0001- Dated 11 August 2026

1. PURPOSE OF AMENDMENT:

The purpose of amendment 0001 is to answer contractors' questions and provide a closing date for questions to 12noon on 13 August, 2026 (PDT).

All offerors must acknowledge receipt of Amendment 0001 prior to the hour and date specified in the solicitation.

2. QUESTIONS AND ANSWERS:

Question #1: Can the Government confirm if the Buy American Act applies to this solicitation?
Answer #1: DFARS 252.225-7001 Buy American and Balance of Payments Program DOES apply to this specific solicitation.

Question #2: If the Buy American Act does apply, can the government confirm if there is an exception or waiver for Commercial Off-The-Shelf (COTS) items? Specifically, if we bid the exact brand-name equipment requested in the statement of work, and those standard commercial items happen to be imported or manufactured outside of the United States, will they be acceptable under a BAA COTS waiver, or is this procurement strictly restricted to domestic end products?
Answer #2: Under DFARS 252.225-7001, there is NO blanket waiver that allows fully foreign manufactured COTS items to be accepted as domestic end products, it would be considered a foreign end product. The COTS exception waives only the "component test", as the final COTS item itself must still be manufactured/assembled in the United States to qualify as a "domestic end product." Standard commercial items manufactured or assembled outside the US do not qualify for a BAA COTS waiver. If a contractor bids the requested brand-name equipment and those items are manufactured outside of the US, they will be treated as foreign end products. This procurement is not strictly restricted to domestic end products, but any foreign end products proposed will be subject to the applicable BAA/DFARS price evaluation penalties during the source selection process, unless a separate regulatory exception (such as non-availability) is formally determined to apply by the Contracting Officer. Contractors are instructed to certify the origin of their proposed end products in their representations and certifications.

Question #3: Are we responsible for upgrading, moving, or providing the facility's hard mechanical "rough-ins" (e.g., plumbing, hardwired electrical panels, pulling new conduit)? Or is the contractor strictly responsible for final connections/plug-ins from the new equipment to the facility's existing and properly located utility points?
Answer #3: No construction necessary is involved on the vendor's side. Vendors will be only responsible for ensuring that the equipment can reach the power outlet.

Question #4: **Manufacturing Responsibility:** Is the contractor responsible for having a local fabricator build this from scratch, or is there a specific manufacturer or incumbent part number intended for this piece?
Answer #4: Contractor will be responsible for fabricating. There is an existing soup station that needs to be replaced to match the interior of the mess deck.

Question #5: **Dimensions:** What are the exact required overall dimensions (Length x Depth x Height)?
Answer #5: There is no required dimension? As long as it fits in the space of the location where the furniture/equipment will be. Recommended site visit to measure the location.

Question #6: **Materials:** What material is required for the countertop and cabinet body (e.g., 14-gauge Stainless Steel, Corian/Solid Surface, Quartz, Laminate)?
Answer #6: Laminate

Question #7: **Finishes:** Are there specific color/finish codes required so we can accurately "match the existing aesthetics?"
Answer #7: Finish will be presented by the vendor to the installation FSO upon award of the contract.

Question #8: **Drop-Ins Responsibility:** Can you confirm that the contractor is fully responsible for performing the physical cutouts and sealing for the drop-in units into this custom counter, or will those cutouts be pre-fabricated by the manufacturer?
Answer #8: Section 4.0, "Facility Modifications": This section states, "Contractor will provide materials and modification in the facility to be identified by the customer to ensure proper fitment, utility routing, and structural integration of all food service units." Performing a cutout in the counter for a drop-in unit falls directly under ensuring "proper fitment" and "structural integration." Section 4.0, "Equipment Installation": The SOW explicitly tasks the contractor to "...execute professional installation of all provided units. This includes placing floor models, drop-in installations for dispensers, and integrating undercounter/countertop models with existing or provided millwork." The term "drop-in installation" inherently includes the site work of creating and sealing the opening into which the unit is placed. The SOW does not contain any language to suggest that the cutouts will be pre-fabricated by the manufacturer. Therefore, the responsibility lies entirely with the contractor performing the installation on-site.

Question #9: **Removal of Existing Equipment:** Can the Government confirm whether the existing equipment occupying this footprint will be removed and disposed of by Navy personnel prior to the contractor arriving, or if removal and disposal is the responsibility of the contractor?
Answer #9: There will be no demolition involved. Existing furniture will be cleared out upon the beginning of Period of Performance.

Question #10: **Site Visit & Field Dimensions:** Was attendance at the August 12th site visit strictly mandatory to submit a quote? If a vendor was unable to attend, may we submit our

quote based on the dimensions provided in the SOW and drawings, with the understanding that final dimensions will be field-verified by our local installation partner immediately post-award, but prior to ordering the custom equipment?
Answer #10: Site visit is not mandatory however, it is highly recommended to clarify questions that could be answered better being in the physical site.

3. **QUESTIONS CLOSING DATE:**
   Questions in response to this solicitation is due no later than 12noon on 13 August 2026 (PDT).

   All other terms and conditions remain the same.