

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 14	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096		CODE SPE3S1		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO. SPE3S124R0011	
				(X)		9B. DATED (SEE ITEM 11) 2024 SEP 13	
				()		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				()		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:							
(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
<input type="checkbox"/>							
<input checked="" type="checkbox"/>		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/>		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input type="checkbox"/>		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return copies to issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
See Attached Continuation Sheet(s).							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)						(Signature of Contracting Officer)	
						16C. DATE SIGNED	

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The purpose of this amendment is to incorporate Sections K, L, and M into solicitation SPE3S1-24-R-0011.

Please insert the following at the bottom of page 62 after Section I clause "52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION (DEC 2023):"

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

252.203-7994 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS -- REPRESENTATION (NOV 2016) DFARS

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998) FAR

As prescribed in 4.905, insert the following provision: (a) Definitions. "Common parent," as used in this provision, 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. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision 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. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract. (c) The TIN may be used by the Government 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)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN. (d) Taxpayer Identification Number (TIN). ☐ TIN: . ☐ TIN has been applied for. ☐ 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; ☐ Offeror is an agency or instrumentality of the Federal Government. (e) 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; ☐ Other . (f) Common parent. ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. ☐ Name and TIN of common parent: Name TIN (End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023) FAR

As prescribed in 4.1202

(a), insert the following provision: (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code]. (2) The small business size standard is [insert size standard]. (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition -- (i) Is set aside for small business and has a value above the simplified acquisition threshold; (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value. (b)(1) If the provision at 52.204 -7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies. (2) If the provision at 52.204 -7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes: (i) Paragraph (d) applies. (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation. (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated: (i) 52.203 -2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless -- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13; (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or (C) The solicitation is for utility services for which rates are set by law or regulation. (ii) 52.203 -11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000. (iii) 52.203 -18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements --Representation. This provision applies to all solicitations. (iv) 52.204 -3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204 -7, System for Award Management. (v) 52.204 -5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that -- (A) Are not set aside for small business concerns; (B) Exceed the simplified acquisition threshold; and (C) Are for contracts that will be performed in the United States or its outlying areas. (vi) 52.204 -26, Covered Telecommunications Equipment or Services --Representation. This provision applies to all solicitations. (vii) 52.209 -2, Prohibition on Contracting with Inverted Domestic Corporations --Representation. (viii) 52.209 -5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold. (ix) 52.209 -11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations. (x) 52.214 -14, Place of Performance -- Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government. (xi) 52.215 -6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government. (xii) 52.219 -1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part

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<p>19 in accordance with 19.000(b)(1)(ii). (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.</p> <p>(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard. (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned. (xiii) 52.219 -2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). (xiv) 52.222 -22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222 -26, Equal Opportunity. (xv) 52.222 -25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222 -26, Equal Opportunity. (xvi) 52.222 -38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services. (xvii) 52.223 -1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223 -2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (xviii) 52.223 -4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items. (xix) 52.223 -22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals --Representation. This provision applies to solicitations that include the clause at 52.204 -7.) (xx) 52.225 -2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225 -1. (xxi) 52.225 -4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225 -3. (A) If the acquisition value is less than \$50,000, the basic provision applies. (B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies. (C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies. (xxii) 52.225 -6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225 -5. (xxiii) 52.225 -20, Prohibition on Conducting Restricted Business Operations in Sudan --Certification. This provision applies to all solicitations. (xxiv) 52.225 -25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran --Representation and Certifications. This provision applies to all solicitations. (xxv) 52.226 -2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions. (2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.] (i) 52.204-17, Ownership or Control of Offeror. (ii) 52.204-20, Predecessor of Offeror. (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products. (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification. (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services- Certification. (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA - Designated Products (Alternate I only). (vii) 52.227-6, Royalty Information. (A) Basic. (B) Alternate I. (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software. (d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through https://www.sam.gov. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. (End of provision)</p> <p>52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020) FAR</p> <p>As prescribed in 4.1804</p> <p>(b), use the following provision: (a) Definitions. As used in this provision -- Commercial and Government Entity (CAGE) code means -- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code. 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. (b) The Offeror represents that it [] has or [_] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture. (c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information: Immediate owner CAGE code: Immediate owner legal name: (Do not use a "doing business as" name) Is the immediate owner owned or controlled by another entity?: [_] Yes or [] No. (d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information: Highest-level owner CAGE code: Highest-level owner legal name: (Do not use a "doing business as" name) (End of provision)</p> <p>252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2023) DFARS</p> <p>As prescribed in 204.1202, use the following provision: Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8: (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies. (2) If the provision at</p>		

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52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes: ☐ (i) Paragraph (e) applies. ☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation. (d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated: (i) 252.204-7016, Covered Defense Telecommunications Equipment or Services -- Representation. Applies to all solicitations. (ii) 252.216-7008, Economic Price Adjustment --Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials. (iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country. (iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services --Representations. Applies to solicitations for the acquisition of commercial satellite services. (v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more. (vi) 252.229-7012, Tax Exemptions (Italy) -- Representation. Applies to solicitations and contracts when contract performance will be in Italy. (vii) 252.229-7013, Tax Exemptions (Spain) --Representation. Applies to solicitations and contracts when contract performance will be in Spain. (viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold. (2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.] ☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government. ☐ (ii) 252.225-7000, Buy American -- Balance of Payments Program Certificate. ☐ (iii) 252.225-7020, Trade Agreements Certificate. ☐ Use with Alternate I. ☐ (iv) 252.225-7031, Secondary Arab Boycott of Israel. ☐ (v) 252.225-7035, Buy American --Free Trade Agreements --Balance of Payments Program Certificate. ☐ Use with Alternate I. ☐ Use with Alternate II. ☐ Use with Alternate III. ☐ Use with Alternate IV. ☐ Use with Alternate V. ☐ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities. ☐ (vii) 252.232-7015, Performance-Based Payments -- Representation. (e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Name and Address of Cognizant ACO or Federal Official Where Filed: The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows: Date of Disclosure Statement: Name and Address of Cognizant ACO or Federal Official Where Filed: The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement. ☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately. ☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement. Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded. II. Cost Accounting Standards --Eligibility for Modified Contract Coverage If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause. ☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately. Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more. III. Additional Cost Accounting Standards Applicable to Existing Contracts The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. ☐ Yes ☐ No (End of provision)

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FAR/DFARS Provision #

TitleDateChange

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database. (End of provision)

52.207-4 ECONOMIC PURCHASE QUANTITY---SUPPLIES (AUG 1987) FAR

As prescribed in 7.203
, insert the following provision: (a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.
(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.
OFFEROR RECOMMENDATIONS:

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
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52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) FAR

(a) Definitions. As used in this provision - "Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables. "Federal contracts and grants with total value greater than \$10,000,000" means - (1) The total value of all current, active contracts and grants, including all priced options; and (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules). "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). (b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000. (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information: (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions: (i) In a criminal proceeding, a conviction. (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more. (iii) In an administrative proceeding, a finding of fault and liability that results in - (A) The payment of a monetary fine or penalty of \$5,000 or more; or (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000. (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision. (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence. (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).
(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DEC 2022) DFARS

As prescribed in 209.104-70, use the following provision: (a) Definitions. As used in this provision - (1) Effectively owned or controlled means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations). (2) Entity controlled by a foreign government - (i) Means - (A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or (B) Any individual acting on behalf of a foreign government. (ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992. (3) Foreign government includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof. (4) Proscribed information means - (i) Top Secret information; (ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys; (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended; (iv) Special Access Program (SAP) information; or (v) Sensitive Compartmented Information (SCI). (b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 4874 . (c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest

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constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror
Name and Address of Entity Controlled by a Foreign Government

Description of Interest, Ownership Percentage, and Identification of Foreign Government
(End of provision)

252.209-7005 RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS (MAR 2012) DFARS

52.225-18 PLACE OF MANUFACTURE (AUG 2018) FAR

As prescribed in 25.1101(f), insert the following solicitation provision: (a) Definitions. As used in this provision -- "Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except -- (1) FSC 5510, Lumber and Related Basic Wood Materials; (2) Federal Supply Group (FSG) 87, Agricultural Supplies; (3) FSG 88, Live Animals; (4) FSG 89, Food and Related Consumables; (5) FSC 9410, Crude Grades of Plant Materials; (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible; (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products; (8) FSC 9610, Ores; (9) FSC 9620, Minerals, Natural and Synthetic; and (10) FSC 9630, Additive Metal Materials. "Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture. (b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly -- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or (2) ☐ Outside the United States. (End of provision)

252.225-7000 BUY AMERICAN STATUTE - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014) DFARS

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program --Basic clause of this solicitation. (b) Evaluation. The Government -- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program. (c) Certifications and identification of country of origin. (1) For all line items subject to the Buy American and Balance of Payments Program --Basic clause of this solicitation, the offeror certifies that -- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. (2) The offeror certifies that the following end products are qualifying country end products: Line Item Number Country of Origin
(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product": Line Item Number Country of Origin (If known)
(End of provision)

252.225-7000 BUY AMERICAN STATUTE---BALANCE OF PAYMENTS PROGRAM CERTIFICATE)---ALTERNATE I (NOV 2014) DFARS

Alternate I. As prescribed in 225.1101
(1) and (1)(iii), use the following provision, which adds "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" in paragraph (a), and replaces "qualifying country end products" in paragraphs (b)(2) and (c)(2) with "qualifying country end products or SC/CASA state end products": (a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program --Alternate I clause of this solicitation. (b) Evaluation. The Government -- (1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and (2) Will evaluate offers of qualifying country end products or SC/CASA state end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program. (c) Certifications and identification of country of origin. (1) For all line items subject to the Buy American and Balance of Payments Program --Alternate I clause of this solicitation, the offeror certifies that -- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. (2) The offeror certifies that the following end products are qualifying country end products or SC/CASA state end products: Line Item Number Country of Origin (3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product": Line Item Number Country of Origin (If known)
(End of provision)

252.225-7020 TRADE AGREEMENTS CERTIFICATE--BASIC (NOV 2014) DFARS

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" as used in this provision have the meanings given in the Trade Agreements --

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Basic clause of this solicitation. (b) Evaluation. The Government -- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and (2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless -- (i) There are no offers of such end products; (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or (iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin. (1) For all line items subject to the Trade Agreements -- Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product. (2) The following supplies are other nondesignated country end products:

(Line Item Number)(Country of Origin)

(End of provision)

252.225-7059 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION -- REPRESENTATION (JUN 2023) DFARS

252.225-7966 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS - REPRESENTATION (CLASS DEVIATION 2024-00006) (JAN 2024) DFARS

Use the following provision in solicitations that include the clause at 252.225-7967: (a) Definitions. The terms business operations and fossil fuel company have the meanings given in the 252.225-7067 clause of this solicitation. (b) Representation. By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by -- (1) An authority of the government of the Russian Federation; or (2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas -- (i) Through the Russian Federation for sale outside of the Russian Federation; and (ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(End of Provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020) FAR

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively. I. Disclosure Statement --Cost Accounting Practices and Certification (a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b)resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1. (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision. Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data. (c) Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.) Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed: The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement. [] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows: Date of Disclosure Statement: Name and Address of Cognizant ACO or Federal Official Where Filed: The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement. [] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately. [] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit

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a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement. Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded. II. Cost Accounting Standards --Eligibility for Modified Contract Coverage If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause. [] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately. Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more. III. Additional Cost Accounting Standards Applicable to Existing Contracts The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. [] Yes [] No (End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES---REPRESENTATION (DEC 2019) DFARS

As prescribed in 204.2105

(a), use the following provision: (a) Definitions. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. (b) 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 defense telecommunications equipment or services". (c) Representation. The Offeror represents that it [] does, [] does not provide covered defense 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. (End of provision)

252.209-7011 REPRESENTATION FOR RESTRICTION ON THE USE OF CERTAIN INSTITUTIONS OF HIGHER EDUCATION (OCT 2023) FAR

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) FAR

As prescribed in 4.2105 (a), insert the following provision: 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 and 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) Representations. 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

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<p>"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, 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)</p> <p>52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES---REPRESENTATION (OCT 2020) FAR</p> <p>As prescribed in 4.2105</p> <p>(c), insert the following provision: (a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (b) 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". (c) Representation. The Offeror represents that it [] does, [] 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. (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 any equipment, system, or service that uses covered telecommunications equipment or services. (End of provision)</p> <p>52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- REPRESENTATION AND DISCLOSURES (DEC 2023) FAR</p> <p>SECTION L</p> <p>INSTRUCTIONS, CONDITIONS and NOTICES to OFFERORS</p> <p>L-1 Solicitation Clauses and Provisions</p> <p>NOTICE: THE FOLLOWING PROVISIONS AND/OR CLAUSES PERTINENT TO THIS SOLICITATION ARE HEREBY INCORPORATED BY REFERENCE:</p> <p>52.233-9000 - Agency Protests (NOV 2011) DLAD</p> <p>52.211-02 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014) FAR</p> <p>(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:</p> <p>(1) ASSIST (http://assist.daps.dla.mil);</p> <p>(2) Quick Search (http://assist.daps.dla.mil/quicksearch);</p> <p>(3) ASSISTdocs.com (http://assistdocs.com)</p> <p>(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by --</p> <p>(1) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);</p> <p>(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or</p> <p>(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.</p> <p>(End of provision)</p> <p>52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)</p> <p>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): http://www.dla.mil/Acquisition and http://farsite.hil.af.mil/ .</p> <p>(End of Provision)</p>		

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L-2 Submission Of Offers

DLA - Troop Support will use Low Price Technically Acceptable Source Selection procedures for this acquisition. Offerors are required to submit a separate technical proposal. Information and any Product Demonstration Models (PDM's) must be received no later than the time set for closing of offers. The complete proposals should be specific; stating clearly how you will meet all of the requirements of the solicitation. Proposal will be evaluated to determine compliance with all characteristics listed for evaluation in Section M. Failure to furnish all of the required information and PDM's by the time specified in the solicitation may be cause for rejection of the proposal. The proposal may be rejected under the late offer clause or may be rejected because additional submissions will be tantamount to a submission of a new offer. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the Government.

52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD

(a) Companies protesting this procurement may file a protest

- (1) With the Contracting Officer,
- (2) With the Government Accountability Office (GAO), or
- (3) Pursuant to Executive Order Number 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

(b) Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order Number 12979."

(c) Defense Logistics Agency (DLA) procedures for Agency Level Protests filed under Executive Order Number 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer. Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

52.215-9020 Instructions for Submitting Product Demonstration Models (PDM) to DLA Troop Support (APR 2014) DLAD

(a) The offeror shall submit product demonstration models (PDM), as specified below, as part of its proposal. Models will be submitted at no expense to the Government and must be received prior to the time and date set forth for closing of offers. PDMs will be returned at the offeror's request and expense so long as the PDM(s) is(are) not destroyed by testing, retained by the Government as a manufacturing standard, and/or unless otherwise specified by the solicitation. PDMs will become Government property unless return is requested within 30 days after date of award.

Item Number - 1 NSN Submitted

Number of Units Required - 106 of each NSN

b) Models will be tested or evaluated to determine compliance with all characteristics specified for such test or evaluation as referenced in Federal Acquisition Regulation (FAR) Subpart 15.3. Failure of models to conform to all such characteristics may result in the rejection of the entire offer. Failure to furnish models by the time and date specified in the solicitation may be cause for rejection of the entire offer if not otherwise acceptable under the provisions for considering late offers.

The following applies only when checked as paragraph (c):

[X] If the PDM will be used as a manufacturing standard, for the successful offeror(s), the Government will return one approved product demonstration model (PDM) which will serve as a manufacturing standard. Products delivered under any resulting contract shall conform to the approved model as to the characteristics listed for test or evaluation and shall conform to the specification/commercial product description characteristics.

[X] It is preferred that the materials used to manufacture the PDM(s) be in accordance with any specifications defined in Section C of this solicitation. However, if the offeror uses alternate materials to manufacture the PDM(s) a letter must be supplied with them stating (i) which materials depart from the end item specification and (ii) that, although the materials used in producing the PDM(s) differ from those specified, the materials required by the specification will be utilized under any resultant contract.

Note: The use of alternate materials will not affect the rating of the PDM, either favorably or negatively when the use of the alternate materials is identified in accordance with the requirements of this section. However, the Government reserves the right to give a negative rating to (a) PDM(s) that is(are) made with materials that depart from the end item specification and the use of those alternate materials was not identified in accordance with the requirements of this section. Accordingly, to preclude a negative assessment of a PDM that is comprised of materials that are not in accordance with the specification(s), it is in the offeror's best interest to identify any and all alternate materials that have been used.

Although the offeror is permitted to use alternate materials to construct the PDM(s), the offeror is not permitted to utilize alternate manufacturing operations or change the construction/design of the PDM. The PDM must be manufactured (i) at the same facility as the production quantity and (ii) must be in accordance with applicable specifications, including the placement of the labels, unless otherwise identified. However, labels need not be printed for the purpose of the PDM but there must be an indication as to the size of the PDM, when applicable." (End of Provision)

L-3 E-Mail Transmission Of Proposal Revisions

E-mail transmissions of proposal revisions are acceptable if discussions are warranted and the offeror wishes to send a limited amount of information electronically. The amount of information permitted to be sent by e-mail will be determined by the Contracting Officer at the time discussions are warranted. If and when a proposal revision or revisions are requested, the date and time receipt of proposal revisions, if applicable, will be designated in that request.

E-mail transmissions shall meet the requirement found at FAR 15.208(b)(1):

(b)(1) Any proposal, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of proposals is "late" and will not be considered unless it is received before award is made, the contracting officer determines that accepting the late proposal would not unduly delay the acquisition ; and

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(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

(iii) It was the only proposal received.

L-4 Technical Proposals

(a) The Technical Proposal Factor is:

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1.0 Product Quality Product Demonstration Models (PDM's)

(b) The following information is required for technical proposals:

1.0 Product Quality Product Demonstration Models (PDM's):

1. Product Demonstration Models (PDM's) will be submitted at no expense to the Government and must be received prior to the time set for closing of offers. PDM's will become the property of the Government and will not be returned to the offeror. Failure to submit PDM's may result in rejection of an offer.

2. The PDM is the standard to which all production under any contract resulting from this solicitation must conform. Offerors are cautioned that samples produced in test facilities may not match the product produced on a production line, which result in rejection of the product. Also major changes in production methodology or packaging, such as implementation of new technology, may result in production that does not meet the production standard, which would require the submission and evaluation of new PDMs.

3. Characteristics for which the PDM's will be tested or evaluated are: Organoleptic qualities such as taste, color, texture, appearance and overall quality and specification/production descriptions cited in 5 below. PDM samples will be evaluated by Natick and will be rated as "Acceptable" or "Unacceptable". The PDM rating for a specific component item will be no higher than the rating of the lowest-rated characteristic, for example, if any one of the characteristics is rated unacceptable, the overall PDM rating will be no higher than unacceptable, even if certain characteristics are rated acceptable. An unacceptable rating for any one characteristic will result in an unacceptable overall PDM rating.

4. The approval of any PDM for the aforementioned organoleptic characteristics will not constitute approval of the product as meeting other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements, and/or performance requirements.

5. PDMs must conform to all specification/production description characteristics. Failure of models to conform to the specification may result in rejection of offer. Product offered shall conform to all packaging, labeling, and packing requirements as well as analytical requirements. The government shall not accept product from any resultant contract which does not conform to all requirements.

6. The contractor must have an acceptable rating for all items prior to the start of production. Offerors are afforded the opportunity to submit an initial PDM for evaluation. If this initial PDM is not rated acceptable, a second PDM may be submitted if negotiations are conducted. Submission of additional PDM samples, beyond this second submission, will not be used for evaluation for award.

The final evaluation for this factor will be based on the highest rated PDM of the first or second submission, regardless of how many PDM samplings are submitted.

7. PDMs shall be submitted as follows:

A total of 106 samples shall be submitted for each NSN for which an offer is being submitted, as stated below: 80 units should be sent to:

U.S. Army Combat Capabilities Development Command - Soldier Center
DEPARTMENT OF THE ARMY

Natick Soldier Center
15 Kansas Street
RDNS-CFF Bldg 16 Room E107
Attn: Jill Bates
Natick, MA 01760-2642

NOTE: The end or side of the box should have a sticker, or be printed on the box, with the following information:

Product Demonstration Model Sample
Solicitation Number
Product Identity
Lot #
Company Name and Address
Point of Contact Name and Phone Number

The remaining 26 samples of the same product lot code as those submitted to Natick shall be mailed to the address indicated on block 6 at DLA - Troop Support (attn. Melanie Ledoux) on the first page of the solicitation. Late submissions of PDM's may be the basis for rejection of the proposal.

SECTION L - INSTRUCTIONS, CONDITIONS and NOTICES to OFFERORS (Continued)

The PDM's required in this part of the solicitation which are submitted to Natick and Troop Support must have certified analytical product results attached as part of your offer for this technical evaluation factor. The analyticals are to be certified by the USDA for current suppliers of these items and self-certified by other potential offerors. Failure to submit the required certified analyticals with your PDM's may result in your proposal not being considered for award.

L-5 Business Proposals

The business proposal must include one hard copy that contains the required pricing as described in Section B of this solicitation. The offeror's pricing must represent one price for entire minimum/maximum range per tier and must include prices for each of the 3 tiers of the contract. Tiered pricing allows for the offeror to submit different prices for each of the 3 tiers as there will be no Economic Price Adjustment (EPA) in the contract.

L-6 Additional Submission Requirements

1. Food Defense Plan: In accordance with Food Defense requirement identified in Section I-3, the offeror shall submit its Food Defense Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DLA Food Security Checklist. An electronic copy of the DLA Food Security Checklist is available at https://www.troopsupport.dla.mil/subs/fs_check.pdf

2. Integrated Pest Program: Contractors and subcontractors of products with Higher Level Quality Requirements (documented Quality Systems Plan required) must submit the following to DLA Troop Support- FTS as part of their

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Quality System Plan (see section I-5 for further details):

- A statement on whether service is in-house or provided by an external provider. If service is in-house, a copy of the employee's current pesticide applicator certificate/license shall also be submitted. If the service provider is external, submit the name of the company/provider. Additionally, a copy of the current pesticide applicator certificate/license shall be submitted for either in-house or external service providers.
- A map of the facility indicating the location of pest management devices (pheromone traps, rodent control devices, etc.). If more than one facility is used (i.e. storage of ingredients or finished goods), a map for each facility is required.
- A statement identifying the normal frequency (weekly, bi-weekly, etc.) of inspecting pest management devices by company personnel and/or contracted service, as applicable.
- If pesticides are stored on site, how are they controlled (who has access, is the inventory monitored, etc.)

3. Quality Systems Plan:
Refer to Section E for information on the Quality Systems Plan (QSP).

4. Subcontracting Plan

****NOTE: OFFERORS THAT HOLD ANY ACCEPTABLE PLAN(S) MAY NOT BE REQUIRED TO SUBMIT DOCUMENTS FOR THAT PLAN. THE OFFEROR MUST PROVIDE REFERENCE TO THE CONTRACT THAT THE PLANS WERE FOUND ACCEPTABLE WITH ITS CORRESPONDING DATE. DLA TROOP SUPPORT WILL DECIDE WHETHER OR NOT THE REFERENCED PLANS CAN BE ACCEPTED FOR THIS CONTRACT.**

L-7 Reverse Auction Pricing

The Government may elect to utilize on-line Reverse Auctioning as a means of conducting price discussions. If the Government elects not to conduct a reverse auction, award may be made based on acceptance of initial offers or opening discussions that do not involve use of reverse auctioning as a pricing technique. The Government will notify offerors should it elect to conduct price negotiations using on-line reverse auctioning.

52.215-9023 Reverse Auction- (OCT 2013) DLAD

The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing technique. If the Contracting Officer decides to use on-line reverse

SECTION L - INSTRUCTIONS, CONDITIONS and NOTICES to OFFERORS (Continued)

auctioning to conduct price negotiations, the Contracting Officer will notify Offerors of this decision and the following provisions will apply:

- The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each Offeror. These prices will be used in conjunction with the evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.
- Following the decision to conduct discussions using reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide Offerors determined to be in the competitive range with information concerning the auction process.
- Prior to conducting the reverse auction, the Contracting Officer may hold discussions with the Offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.
- Unless auction instructions indicate that only Offeror's rankings will be displayed, the lowest Offeror's price(s) for each round of the reverse auction will be disclosed to other Offerors and anyone else having authorized access to the auction. This disclosure is anonymous, meaning that each Offeror's identity will be concealed from other Offerors (although it will be known to the Government; only a generic identifier will be used for each Offeror's proposed pricing, such as "Offeror A" or "lowest-priced Offeror"). By submitting a proposal in response to the solicitation, Offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other Offerors, during the reverse auction.
- An Offeror's final auction price at the close of the reverse auction will be considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final price proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the Contracting Officer determines that it would be in the best interest of the Government to re-open the auction.
- The following requirements apply when the Government uses a commercial web-based product to conduct the reverse auction:
 - Each Offeror identified by the Contracting Officer as a participant in the reverse auction will be contacted by Defense Logistic Agency's commercial reverse auction service provider to advise the Offeror of the event and to provide an explanation of the process.
 - In order for an Offeror to participate in the reverse auction, such Offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is embedded within the email notification sent by the on-line reverse auction pricing tool system administrator.
 - Offerors shall secure the passwords and other confidential materials provided by the commercial reverse auction service provider or the Government and ensure they are used only for purposes of participation in the reverse auction. Offerors shall keep their own and other Offeror's pricing in confidence until after contract award.
 - The reverse auction system currently in use designates offers as "Lead," meaning the current low price in that auction, or "Not Lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "Lead" and the second or subsequent offer of that price as "Not Lead." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation, the "Not Lead" Offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award if their final price in the auction is the tie offer price. If evaluation factors in addition to price were listed in the solicitation, tie offers that are "Not Lead" will be considered and evaluated in accordance with those evaluation factors.
 - Any Offerors unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the Contracting Officer or designated representative immediately. The Contracting Officer may, at his/her sole discretion, extend or re-open the reverse auction if the reason for the Offeror's inability to

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enter pricing is determined to be without fault on the part of the Offeror and outside the Offeror's control.
 (6) The reverse auction will be conducted using the commercial reverse auction service provider's website as embedded in the email notification. Offerors shall be responsible for providing their own computer and internet connection.
 (7) Training:
 (i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to Offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.
 (ii) An employee of an Offeror who successfully completes the training shall be designated as a "Trained Offeror." Only Trained Offerors may participate in a reverse auction. The Contracting Officer reserves the right to request that Offerors provide an alternate Offeror employee to become a Trained Offeror. The Contracting Officer also reserves the right to take away the Trained Offeror's designation from any Trained Offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.

SECTION M

EVALUATION FACTORS for AWARD

M-1 General Information

A. Overview:
 Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and a business evaluation as described below. Each evaluation factor will be evaluated separately and then an integrated assessment of the offer will be made by the Contracting Officer. If a decision is made to hold discussions, the Contracting Officer will make a competitive range determination (CRD) based on these evaluations and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Revised and/or final proposal revisions resulting from discussions will undergo further similar evaluations. Finally, one proposal will be selected for award by the SSA, as described in paragraph (B), below. While the source selection authority's assessment will strive to determine the overall value of each offer, judgment on the part of the Government evaluators is implicit in the entire process.

B. Evaluation Process:
 1. Technical Evaluation: Offerors are required to submit technical proposals, including a Product Demonstration Model(s) as prescribed in Section L of this solicitation. Each technical proposal will be evaluated against the technical factors specified in this section, M. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, and excluded from the competitive range regardless of the prices offered. No discussion will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after date and time set for receipt of initial offers.
 2. Business Evaluation: Each proposal will be evaluated against the requirements of this solicitation. The Government will evaluate prices, and other information or data if requested, with initial proposals or during discussions, in accordance with FAR subpart 15.305.
 3. Selection: The final technical and business evaluation reports will be furnished to the Contracting Officer. The Contracting Officer will prepare a written source evaluation report to the Source Selection Authority. The Source Selection Authority will make the source selection decision.

M-2 Evaluation Factors for Award (Evaluation Criteria):

A. The Government will use Low Price Technically Acceptable procurement method for this acquisition. The Government will make award to the responsible offeror whose offer conforms to the requirements of the solicitation, cost or price and technical quality factors considered.
 The technical Evaluation Factors and Subfactors are as follows:
 1.0 Product Demonstration Models (PDMs)
 1.0 Product Quality PDMs
 The Government will evaluate the PDMs for compliance with the item descriptions and product specifications and will also evaluate the sensory attributes of the food product to include appearance, odor, flavor and texture using an Acceptable/Unacceptable rating to determine product quality. Approval or acceptance of a PDM shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.
 Initial PDM samples will be evaluated by Natick and will be rated as either Acceptable or Unacceptable. Offerors will be given an opportunity to correct deficient PDM samples (Unacceptable rating) if negotiations are conducted. If the offeror chooses to submit a second PDM, the final rating for the PDM factor will be based on either the first or second submission, whichever is higher (acceptable rating). The final rating for this factor will be based on either the initial or second submission (if any). Also, any second submission of additional PDM samples would be considered a final proposal and additional PDM samples beyond this second submission will not be accepted.
 Offerors shall certify in their initial PDM submissions and final proposal revisions (if any) that all items produced and offered to the Government under any resultant contract shall conform to all packaging, labeling, and packing requirements, and to all nutritional and analytical value requirements of the applicable item specifications/descriptions. Product which does not conform to all requirements shall not be accepted by the Government.
 Revised PDMs submitted during negotiations shall be evaluated for the same criteria detailed above. The final evaluation will be based on the first or second (final) submission. Resubmittal of PDMs will only be authorized where there is not an acceptable sample submitted. When multiple PDMs are submitted, and one or more are rated acceptable, the offeror will not be entitled to resubmit the lower rated sample.

M-3 PRICING OF PROPOSALS

The offeror's proposed pricing will be evaluated by reviewing the average unit prices per line item including all 5 tiers of prices submitted. None of the 5 tiers will have any more weight than any other when calculating the average. Price evaluation will be based on all items. Pricing will be evaluated for all five-year period. The estimated quantities will be multiplied by the offered unit prices for all five tiers, to estimate the lowest overall

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<p>aggregate cost to the Government.</p> <p>52.216-9013 Evaluation of Offers for Indefinite Delivery Type Solicitations (NOV 2011) DLAD</p> <p>(a) When Federal Acquisition Regulation (FAR) clause 52.216-21 or one of its alternates is contained in this solicitation, this solicitation is for a requirements contract. Offers will be evaluated on the basis of the estimated annual quantity. If quantity increments are offered with various prices, the highest price offered will be used for evaluation.</p> <p>(b) When FAR clause 52.216-22 is contained in this solicitation, this solicitation is for an Indefinite Quantity contract. Offers will be evaluated on the basis of the maximum annual quantity. Unless (c) is checked below, if quantity increments are offered with various prices, the highest price offered will be used for evaluation. If line items for both DLA direct and customer direct are included in the schedule, offers will be evaluated based on the total extended price for the DLA direct and customer direct line items.</p> <p>(c) <input type="checkbox"/> If checked, and subject to the terms and conditions of the solicitation relating to the evaluation of offers, the following procedures will be followed:</p> <p>(1) When offers are requested on a quantity increment basis, each contract line-item (CLIN) will be evaluated for price by:</p> <p><input type="checkbox"/> applying a weighted factor of 18% to the first quantity increment, 36% to the second increment, and 46% to the third increment to arrive at an average weighted unit price.</p> <p><input type="checkbox"/> applying a weighted factor of 5% to the first quantity increment, 65% to the second increment, 25% to the third increment, and 5% to the fourth increment to arrive at an average weighted unit price.</p> <p>This average weighted unit price will be multiplied by the estimated annual quantity that may be procured during the contract period to arrive at a total annual evaluated price for each CLIN. If the solicitation provides for separately priced option periods, average weighted prices will be calculated as described above in (1) for each option period and then added to the base contract period total to determine the total estimated price of that line item for the evaluation.</p> <p>(2) When quantity increment prices are not requested, offers for each CLIN will be evaluated by multiplying the unit price by the estimated quantity that may be procured during the contract period to arrive at total price for each CLIN.</p> <p>(3) Prices offered must be unit prices only which are clearly stated and which require no further interpretation by the Government to determine the actual offered price. Prices must not be stated as part of a pricing formula or as charges per lot. Unit prices offered must include costs of compliance with all solicitation requirements, with the exception of additive CLINs. For each item of supply for which a price is offered, prices must be offered for each quantity increment and year. Failure to submit proposed prices in accordance with these instructions may result in rejection of the offer.</p> <p>(4) In the event first article testing and/or technical data are required for any or all of the CLINS, the cost of such testing and data will be added to the appropriate CLIN or prorated based on the ratio of the estimated quantity for each CLIN to the total estimated quantity of the various CLINs covering the same item or national stock number (NSN). In the event an offeror is low only on one CLIN (where there are several CLINs for the same item) (NSN), the cost of testing and data pertaining to that CLIN will be added for evaluation purposes.</p> <p>(5) <input type="checkbox"/> If checked, when free on board (f.o.b.) origin offers are authorized, transportation costs will be considered in evaluation and will be based on the best estimated quantity of each CLIN as specified elsewhere in this solicitation. Carload or truckload rates will be used to evaluate the cost of transportation for each CLIN unless the best estimated quantity would not constitute a carload or truckload. In such case, less than carload (LCL) or less than truckload (LTL) rates will be used for evaluation purposes.</p> <p>M-4 ADDITIONAL EVALUATIONS</p> <p>Required submissions will be evaluated for their acceptability. Issues found during evaluation and discussed during negotiations will be reflected in the award document.</p> <ol style="list-style-type: none">1. The Foods Defense Plan will be evaluated to determine acceptability.2. The Integrated Pest Management Plan will be evaluated to determine acceptability.3. The Quality Systems Plan will be evaluated to determine acceptability.4. Subcontracting Plan will be evaluated to determine acceptability.		