SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 K

1. REQUISITION NUMBER **FD20202600030**

PAGE 1

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER **SPRHA1-26-R-4646**

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME **Kyle Swaner**

b. TELEPHONE NUMBER (No collect calls) **(385) 591 -8732 ext.**

8. OFFER DUE DATE/LOCAL TIME **28JUL2026 4:00PM**

9. ISSUED BY CODE **SPRHA1**
DLA WEAPONS SUPPORT - OGDEN, DLR PROCUREMENT OPS/AUC
6051 GUM LANE BLDG 1225
HILL AIR FORCE BASE UT 84056-5820
BUYER: Kyle Swaner/DLA
kyle.swaner@us.af.mil
Phone: (385) 591- 8732

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: **100** % FOR:
☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): **336413**

SIZE STANDARD: **1,250**

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

13a. ☒ THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING **DO: A1 52.211-14, 52.211-15**

14. METHOD OF SOLICITATION
☐ REQUEST FOR QUOTE (RFQ)
☐ INVITATION FOR BID (IFB)
☒ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

SEE LINE ITEM SCHEDULE

16. ADMINISTERED BY CODE **SCD:C**

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE
(SEE ESP CLAUSE 252.232-7003.)

EFT:T

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. ☒ SEE ADDENDUM
SEE ELECTRONIC SUBMISSION OF PAYMENT REQUESTS, CLAUSE 252.232-7003.

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

ROUTINE
THIS IS A TOTAL SMALL BUSINESS SET-ASIDE.
Subject to the terms and conditions stated herein, the Contractor agrees to hold its offered prices firm for 600 days.

SEE LINE ITEM SCHEDULE

25. ACCOUNTING AND APPROPRIATION DATA
SEE FUNDS SCHEDULE

26. TOTAL AWARD AMOUNT (For Government Use Only)
$

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION RECULATION) FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.

☐ 27b. CONTRACT/ PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REFERENCE. OFFER DATED - - . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

31c. DATE SIGNED - -

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE LINE ITEM SCHEDULE (Attach Additional Sheets as Necessary)				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE
	32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

SUPPLIES OR SERVICES AND PRICES/COSTS

A. The purpose of this Requirements Type Contract (RTC) is to provide overhaul/remanufacture sustainment support of the KC-46 Main Landing Gear (MLG) and Nose Landing Gear (NLG) shipsets to support the programmed Time Change Intervals (TCI) at Tinker Air Logistics Center (ALC). Additionally, overhaul of landing gear subcomponent DLRs will be supported under this contract in support of field level replacements. This effort applies to any portion of the aircraft upon which it rests while on the ground but expressly excludes all work related to the separate wheel, tire, and brake assemblies. The Technical Requirements Document (TRD) is the controlling document in defining the scope and requirements of the contract.

This RTC is a single award and consists of a 5-year base period with a single 5-year option to extend the term of the contract. The total duration of this contract, to include the option period, shall not exceed ten (10) years.

B. Periods of contract performance are to begin upon the effective date of the basic contract award. Each annual period of performance represents one full calendar year.

Basic Contract Period: Years 1-5
Option Period: Years 6-10

C. The Contract Line-Item Number (CLIN), National Stock Number (NSN), nomenclature, part number, unit prices, ELT/RTAT, and all other pertinent information will be indicated in Schedule B, attached hereto. Items may be added to or deleted from the basic contract in accordance with Procurement Note, L27 Addition and Deletion of Items (AUG 2017).

The following numbering sequence is utilized to prevent duplication of CLINs:
CLINS 0001 – 0005 Base Period of Performance (Years 1-5)
CLINs 1001 – 1005 Option Period of Performance (Years 6-10)
CLINs 5001 – 5003 (Schedule B) Landing Gear TCI Shipset Overhauls
CLINs 5004 – 5046 (Schedule B) Landing Gear Sub-Component Overhauls

D. For orders pertaining to CLINs 0001 and 1001, the Contracting Officer will issue an annual delivery order for the total estimated quantity of shipsets to be overhauled for the year. Upon completion of the performance period, a reconciliation will be performed to account for actual overhauls and apply any incentives or disincentives, and account for GFM as applicable.

For orders pertaining to CLINs 0002 and 1002, the Contracting Officer will issue delivery orders on an as needed basis for a specific quantity (EA) to be overhauled.

The payment office will be specified in block 15 of each individual delivery order. Funds will be cited and obligated at the delivery order level.

Specific requirements and details can be found in the Technical Requirements Document (TRD) attached.

E. An Economic Price Adjustment (EPA), clause H0001, will be used to provide a mechanism for adjusting the Shipset and subcomponent unit prices on an annual basis to reflect changes in economic conditions. Specifically, fluctuations in labor and material costs related to the remanufacture and overhaul of KC-46 Landing Gear.

F. Administration of the Basic Contract and Delivery Orders will be performed by DLA Weapons Support – Ogden.

Base Period: Years 1-5

KC-46 Landing Gear TCI Shipset Overhauls

Item No.
0001

EPA - Standard Supplies

Quantity	U/I	Unit Price	Amount

Base Period: Years 1-5

KC-46 Landing Gear TCI Shipset Overhauls

12 LO

NSN: 0000
KC-46 Landing Gear TCI Shipset Overhauls
Reference Schedule B For Full CLIN Structure and NSN Listing. Shipset CLINs 5001-5003.
Priority: R ROUTINE

Limitations of Liability: High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
AS9110	9110		

IUID Required: Yes
Physical Item Markings:
IAW MIL-STD-130

Offeror to propose pricing for these CLINs utilizing *06 - KC-46 LG TEP - (Attachment 6)*. Please refer to the Instructions tab within the attachment.

Delivery, Packaging, and Transportation to be cited on Annual Delivery Order IAW Schedule B.

Base Period: Years 1-5

KC-46 Landing Gear Subcomponent Overhauls

Item No.
0002

EPA - Standard Supplies

Quantity	U/I	Unit Price	Amount
1	LO		

NSN: 0000
KC-46 Landing Gear Subcomponent Overhauls
Reference Schedule B For Full CLIN Structure and NSN Listing. Subcomponent CLINs 5004-5046.
Priority: R ROUTINE

Limitations of Liability: High Value Item

Inspection: Origin
Acceptance: Origin
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
AS9110	9110		

IUID Required: Yes
Physical Item Markings:

Base Period: Years 1-5

KC-46 Landing Gear Subcomponent Overhauls

IAW MIL-STD-130

Offeror to propose individual RTAT, quantity ranges, and associated overhaul pricing for these CLINs utilizing *06 - KC-46 LG TEP - (Attachment 6)*. Please refer to the Instructions tab within the attachment.

Delivery, Packaging, and Transportation to be cited on each Individual Delivery Order IAW Schedule B.

Base Period: Years 1-5

Over And Above

Item No.
0003

To Be Negotiated

Quantity	U/I	Unit Price
1	LO	TBN

O&A
Over and Above
Over and Above IAW TRD Appendix A, Section 8.0

Limitations of Liability: Other Than High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Standard Inspection

This CLIN to be utilized for O&A requirements as described in TRD Appendix A, Section 8.0. This includes replacement parts or additional processes required outside of the standard overhaul process. See Attachment 1, Tab 3 for list of parts that may be funded under this CLIN. The costs shall be negotiated with the CO and will only be paid for by the government if the CO authorizes the costs. Terms of the approval for O&A will be agreed to at the time of need.

Base Period: Years 1-5

Shipset OTD Incentive

Item No.
0004

To Be Negotiated

Quantity	U/I	Unit Price
1	LO	TBN

INCT
OTD Incentive
On Time Delivery Performance Incentive IAW TRD Appendix B, Section 5.9

Limitations of Liability: Other Than High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Standard Inspection

This CLIN will be utilized to fund the incentive payment to be calculated during the annual reconcilliation process. The contractor shall not invoice against this CLIN until the incentive payment is determined IAW TRD Appendix B, Section 5.10.

Base Period: Years 1-5

CDRLs A001-A022

Item No.
0005

Not Separately Priced

Quantity	U/I	Unit Price
1	LO	NSP

Data
List Of Required CDRLs can be found in 14 - KC-46 LG PBL CDRL Listing & Matrix (Contractor) (Attachment 14).
Priority: R

Delivery to be IAW each individual DD1423 and attachment 14 - KC-46 LG PBL CDRL Listing & Matrix (Contractor) (Attachment 14).

OPTION 1: Years 6-10

KC-46 Landing Gear TCI Shipset Overhauls

Item No.
1001

EPA - Standard Supplies

Quantity	U/I	Unit Price	Amount
12	LO		

NSN: 0000
KC-46 Landing Gear TCI Shipset Overhauls
OPTION 1: Reference Schedule B For Full CLIN Structure and NSN Listing. Shipset CLINs 5001-5003.
Priority: R ROUTINE

Limitations of Liability: High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
AS9110			

IUID Required: No
Physical Item Markings:
IAW MIL-STD-130

Delivery, Packaging, and Transportation to be cited on Annual Delivery Order IAW Schedule B.

OPTION 1: Years 6-10

KC-46 Landing Gear Subcomponent Overhauls

Item No.
1002

EPA - Standard Supplies

Quantity	U/I	Unit Price	Amount
1	LO		

NSN: 0000
KC-46 Landing Gear Subcomponent Overhauls
OPTION 1: Reference Schedule B For Full CLIN Structure and NSN Listing. Subcomponent CLINs 5004-5046.
Priority: R ROUTINE

Limitations of Liability: High Value Item

Inspection: Origin
Acceptance: Origin
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
AS9110			

IUID Required: Yes
Physical Item Markings:
IAW MIL-STD-130

Delivery, Packaging, and Transportation to be cited on each Individual Delivery Order IAW Schedule B.

OPTION 1: Years 6-10

Over And Above

Item No.
1003

To Be Negotiated

Quantity	U/I	Unit Price
1	LO	TBN

O&A
Over and Above
OPTION 1: Over and Above IAW TRD Appendix A, Section 8.0

Limitations of Liability: Other Than High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Standard Inspection

This CLIN to be utilized for O&A requirements as described in TRD Appendix A, Section 8.0. This includes replacement parts or additional processes required outside of the standard overhaul process. See Attachment 1, Tab 3 for list of parts that may be funded under this CLIN. The costs shall be negotiated

with the CO and will only be paid for by the government if the CO authorizes the costs. Terms of the approval for O&A will be agreed to at the time of need.

OPTION 1: Years 6-10

Shipset OTD Incentive

Item No.
1004

To Be Negotiated

Quantity	U/I	Unit Price
1	LO	TBN

INCT
OTD Incentive
OPTION 1: On Time Delivery Performance Incentive IAW TRD Appendix B, Section 5.9

Limitations of Liability: Other Than High Value Item

Inspection: Destination
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Standard Inspection

This CLIN will be utilized to fund the incentive payment to be calculated during the annual reconcilliation process. The contractor shall not invoice against this CLIN until the incentive payment is determined IAW TRD Appendix B, Section 5.10.

OPTION 1: Years 6-10

CDRLs A001-A022

Item No.
1005

Not Separately Priced

Quantity	U/I	Unit Price
1	LO	NSP

Data
OPTION 1: List Of Required CDRLs can be found in 14 - KC-46 LG PBL CDRL Listing & Matrix (Contractor) (Attachment 14).
Priority: R

Delivery to be IAW each individual DD1423 and attachment 14 - KC-46 LG PBL CDRL Listing & Matrix (Contractor) (Attachment 14).

CONTRACT CLAUSES

252.203-7000 **REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS** (SEP 2011)
(IAW DFARS 203.171-4(a), DFARS 212.301(f)(ii))

252.203-7003 **AGENCY OFFICE OF THE INSPECTOR GENERAL** (AUG 2019)
(IAW DFARS 203.1004(a), DFARS 212.301(f)(iii))

252.204-7012 **SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING DEVIATION 2024-O0013, REVISION 1** (MAY 2024)
(IAW Class Deviation 2024-O0013 Rev. 1)

252.204-7018 **PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES** (JAN 2023)
(IAW DFARS 204.2105(c))

252.205-7000 **PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS** (OCT 2024)
(IAW DFARS 205.470)

252.211-7003 **ITEM UNIQUE IDENTIFICATION AND VALUATION** (JAN 2023)
(IAW DFARS 211.274-5(a), DFARS 212.301(f)(xii))

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

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.
"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
	See Schedule as Applicable

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
*Items less than $5000, which require UID, will be specifically identified in the schedule.	See Schedule as Applicable

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number _____(or See Schedule as Applicable).
(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number _____(or See Schedule as Applicable).

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/ .

(2) Embedded items shall be reported by one of the following methods—

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number _____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2025-O0003 and 2025-O0004) (MAR 2025)
(IAW FAR 12.301(b)(4))

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19,Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 89(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

__X__ (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (JUN 2020), with **Alternate I** (NOV 2021)(41 U.S.C. 4704 and 10 U.S.C. 4655).

__X__ (2) **52.203-13,** Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

____ (3) **52.203-15**, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

____ (4) **52.203-17**, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community— see FAR 3.900(a).

__X__ (5) **52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) [Reserved]

____ (7) **52.204-14**, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

____	(8)	**52.204-15,** Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
__X__	(9)	**52.204-27**, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
____	(10)	**52.204–28,** Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115–390, title II).
__X__	(11)	(i) **52.204–30**, Federal Acquisition Supply Chain Security Act Orders— Prohibition. (DEC 2023) (Pub. L. 115–390, title II).
____	(11)	(ii) Alternate I (DEC 2023) of 52.204–30.
__X__	(12)	**52.209-6**, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).
__X__	(13)	**52.209-9,** Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
____	(14)	[Reserved}
____	(15)	**52.219-3**, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022)(15 U.S.C. 657a).
____	(16)	**52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
	(17)	[Reserved]
__X__	(18)	(i) **52.219-6**, Notice of Total Small Business Set-Aside (NOV 2020)(15 U.S.C. 644).
____	(18)	(ii) **Alternate I** (MAR 2020) OF 52.219-6.
____	(19)	(i) **52.219-7**, Notice of Partial Small Business Set-Aside (NOV 2020)(15 U.S.C. 644).
____	(19)	(ii) **Alternate I** (MAR 2020) of 52.219-7.
__X__	(20)	**52.219-8**, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).
_	(21)	(i) **52.219-9**, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).
____	(21)	(ii) **Alternate I** (NOV 2016) of 52.219-9.
____	(21)	(iii) **Alternate II** (NOV 2016) of 52.219-9.
____	(21)	(iv) **Alternate III** (JUN 2020) of 52.219-9.
_	(21)	(v) **Alternate IV** (JAN 2025) of 52.219-9.
__	(22)	(i) **52.219-13**, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
__	(22)	(ii) **Alternate I** (MAR 2020) of 52.219-13.
__	(23)	**52.219-14**, Limitations on Subcontracting (OCT 2022)(15 U.S.C. 657s).
____	(24)	**52.219-16**, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
____	(25)	**52.219–27**, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).
__X__	(26)	(i) **52.219-28**, Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).
_	(26)	(ii) **Alternate I** (MAR 2020) of 52.219-28.
____	(27)	**52.219-29**, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
____	(28)	**52.219-30,** Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
__	(29)	**52.219-32**, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

___ (30) **52.219-33**, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).
____ (31) **52.222-3**, Convict Labor (JUN 2003)(E.O. 11755).
__X__ (32) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).
___ (33) [Reserved]
___ (34) [Reserved]
__X__ (35) (i) **52.222-35**, Equal Opportunity for Veterans (JUN 2020)(38 U.S.C. 4212).
_ (35) (ii) **Alternate I** (JUL 2014) of 52.222-35.
__X__ (36) (i) **52.222-36**, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
_ (36) (ii) **Alternate I** (JUL 2014) of 52.222-36.
__X__ (37) **52.222-37**, Employment Reports on Veterans (JUN 2020)(38 U.S.C. 4212).
__X__ (38) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
__X__ (39) (i) **52.222-50**, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
____ (39) (ii) **Alternate I** (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
____ (40) **52.222-54**, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
____ (41) (i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (41) (ii) **Alternate I** (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
____ (42) **52.223-11**, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, et seq.).
____ (43) **52.223-12**, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, et seq.).
____ (44) **52.223-20**, Aerosols (MAY 2024) (42 U.S.C. 7671, et seq.).
____ (45) **52.223-21**, Foams (JUN 2016) (42 U.S.C. 7671, et seq.).
__X (46) **52.223-23**, Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004)) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).
__X__ (47) (i) **52.224-3**, Privacy Training (JAN 2017) (5 U.S.C. 552a).
___ (47) (ii) **Alternate I** (JAN 2017) of 52.244-3.
____ (48) (i) **52.225-1**, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).
___ (48) (ii) **Alternate I** (OCT 2022) of 52.225-1.
____ (49) (i) **52.225-3**, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
___ (49) (ii) **Alternate I** [Reserved].
___ (49) (iii) **Alternate II** (JAN 2025) of 52.225-3.
___ (49) (iv) **Alternate III** (FEB 2024) of 52.225-3.
___ (49) (v) **Alternate IV** (OCT 2022) of 52.225-3.
____ (50) **52.225-5**, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
__X__ (51) **52.225-13**, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the

Department of Treasury).

____ (52) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

____ (53) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (NOV 2007)(42 U.S.C. 5150).

____ (54) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

__X__ (55) **52.226-8**, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

__X__ (56) **52.229–12**, Tax on Certain Foreign Procurements (FEB 2021).

____ (57) **52.232-29**, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021)(41 U.S.C. 4505, 10 U.S.C. 3805).

____ (58) **52.232-30**, Installment Payments for Commercial Products and Commercial Services (NOV 2021)(41 U.S.C. 4505, 10 U.S.C. 3805).

__X__ (59) **52.232-33**, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31.U.S.C. 3332).

____ (60) **52.232-34**, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013)(31.U.S.C. 3332).

____ (61) **52.232-36**, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (62) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

__X__ (63) **52.240-1**, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

____ (64) **52.242-5**, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

____ (65) (i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

___ (65) (ii) **Alternate I** (APR 2003) of 52.247-64.

_ (65) (iii) **Alternate II** (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

____ (1) **52.222-41**, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

____ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

____ (6) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014)(41 U.S.C. chapter 67).

____ (7) **52.222-55**, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

____ (8) **52.222-62**, Paid Sick Leave Under Executive Order 13706. (Jan 2022) (E.O. 13706).

____ (9) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792).

___ (10) **52.247-69**, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) of this paragraph in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) **52.203-13**, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) **52.203–17**, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) **52.203-19**, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) **52.204-23**, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(v) **52.204-25**, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) **52.204-27**, Prohibition on a ByteDance Covered Application (June 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)(A) **52.204–30**, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B) Alternate I (DEC 2023) of 52.204–30.

(viii) **52.219-8**, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved]

(x) [Reserved]

(xi) **52.222-35**, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) **52.222-36**, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).

(xiii) **52.222-37**, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) **52.222-41**, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xvi)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xvii) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
(xviii) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
(xix) **52.222-54**, Employment Eligibility Verification (Jan 2025) (E.O. 12989).
(xx) **52.222-55**, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
(xxi) **52.222-62**, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
(xxii)(A) **52.224-3**, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
(xxiii) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
(xxiv) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxv) **52.232-40**, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
(xxvi) **52.240-1**, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
(xxvii) **52.247-64**, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.219-14 **LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008)** (FEB 2023)
(IAW Deviation 2021-O0008 Rev 1.)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
(4) Orders expected to exceed the simplified acquisition threshold and that are—
(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
(5) Orders, regardless of dollar value, that are—
(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause–

[Contracting Officer check as appropriate.]
[_] By the end of the base term of the contract and then by the end of each subsequent option period; or
[_] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

252.223-7008 **PROHIBITION OF HEXAVALENT CHROMIUM** (JAN 2023)
(IAW DFARS 223.7306, DFARS 212.301(f)(xxi))

252.225-7012 **PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES** (APR 2022)
(IAW DFARS 225.7002-3(a))

252.225-7061 **RESTRICTION ON THE ACQUISITION OF PERSONAL PROTECTIVE EQUIPMENT AND CERTAIN OTHER ITEMS FROM NON-ALLIED FOREIGN NATIONS** (JAN 2023)
(IAW DFARS 225.7023-4)

252.225-7967 **PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS (DEVIATION 2024-O0006, REVISION 1) (FEB 2024)** (FEB 2024)
(IAW CLASS DEVIATION 2024-O0006, REVISION 1)

252.225-7972 **PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (AUG 2024) (DEVIATION 2024-O0014)** (AUG 2024)
(IAW Deviation 2024-O0014)

252.226-7001 **UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS** (JAN 2023)
(IAW DFARS 226.104)

252.232-7003 **ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS** (DEC 2018)
(IAW DFARS 232.7004(a))

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

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb.mil/ .

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes a payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (*e.g.*, PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

252.232-7010 **LEVIES ON CONTRACT PAYMENTS** (DEC 2006)
(IAW DFARS 232.7102)

252.243-7002 **REQUESTS FOR EQUITABLE ADJUSTMENT** (DEC 2022)
(IAW DFARS 243.205-71)

252.244-7000 **SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)** (NOV 2023)
(IAW DFARS 244.403)

252.247-7023 **TRANSPORTATION OF SUPPLIES BY SEA--BASIC** (OCT 2024)
(IAW DFARS 247.574(a) and (a)(1))

ADDENDUM TO CLAUSE 52.212-4

5352.201-9101 **OMBUDSMAN** (JUN 2023)
(IAW DAFFARS 5301.9103)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, **Tyler Ouellette** at **385 519 -8206** , FAX **000 000 -0000** , email **tyler.ouellette@dla.mil** . Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Department of the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

52.203-3 **GRATUITIES** (APR 1984)
(IAW FAR 3.202)

252.203-7002 **REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS** (DEC 2022)
(IAW DFARS 203.970)

52.204-18 **COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE** (AUG 2020)
(IAW FAR 4.1804(c), FAR 12.301(d))

52.204-19 **INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS** (DEC 2014)
(IAW FAR 4.1202(b))

52.204-21 **BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS** (NOV 2021)
(IAW FAR 4.1903)

52.204-23 **PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES** (DEC 2023)
(IAW FAR 4.2004)

52.204-25 **PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (NOV 2021)
(IAW 4.2105(b))

252.204-7002 **PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED** (APR 2020)
(IAW DFARS 204.7109(a))

252.204-7015 **NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT** (JAN 2023)
(IAW DFARS 204.7403(b), DFARS 212.301(f)(i)(F))

252.204-7020 **NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS** (NOV 2023)
(IAW DFARS 204.7304(e))

252.204-7022 **EXPEDITING CONTRACT CLOSEOUT** (MAY 2021)
(IAW DFARS 204.804-70)

MIL-STD-130: Items shall be marked in accordance with MIL-STD-130. The National Stock Number (NSN), and when assigned, the Configuration Item Identifier (CII), serial number, and military type designation information shall be marked on major assemblies, units, groups, and sets. Special attention must be given to requirements governing the application of the actual manufacturer's Federal Supply Code for Manufacturers (FSCM) to the physical item. Items which are excluded in accordance with paragraph 1.1 of MIL-STD-130, Revision M, shall be marked in accordance with the appropriate document.

2. PACKAGE AND CONTAINER MARKING: Shipments will not be made until the NSN has been assigned, unless specifically authorized by the Contracting Officer.

MIL-STD-129/ASTM-D-3951:

a. Interior packages and shipping containers shall be marked in accordance with MIL-STD-129 when Military packing is specified and ASTM-D-3951 when commercial packaging is specified. The requirements of paragraph 2.h apply regardless of which packaging is utilized.

(1) Design manufacturer's name, trademark or manufacturer's code (from Cataloging Handbook H4-1 or H4-2), identifying number, and serial number, when applicable, shall be included in the identification marking.
(2) When applicable, the Air Force project designator code shall be included as the last line of the address marking and the project name related to the project code shall be marked in the clear on the exterior shipping container.

b. Tags and labels, when required, shall be contractor's tags or labels conforming to the requirements of MIL-STD-129 or as approved by the procuring activity. Contractor's forms which indicate serviceable condition shall not be any shade of green or red. Labels are authorized to be used on metal containers. Items requiring technical order (T.O.) certification shall be annotated on inner and outer container tags or label with T.O. compliance.

c. When dummy containers are used in a unitized load, the dummy containers shall be clearly marked "DUMMY CONTAINER" and located in the load so that the marking will be plainly visible to receiving and storage personnel.

d. All interior packages and shipping containers for articles and materials classified as hazardous or restricted under provisions of Title 49, Code of Federal Regulations, or AFR 71-4/DLAM 4145.3/TM 38-250/NAVSUP PUB 505/MCO P 4030.19 shall be marked, regardless of exemption for mode of transportation, with proper shipping name of item; flash point of all liquids having a flash point of 200 degrees F. or below; and percentage concentration of acids and corrosive liquids. In addition, the quantity of each hazardous or restricted material included in a container shall be annotated adjacent to the shipping name of the item, e.g., Acetic Acid (80% concentration) -- 1 qt.

e. On shipments of firearms regardless of mode of transportation, selected elements of identification and contractor data markings shall be omitted or obliterated in accordance with the requirements of MIL-STD-129 regarding sensitive items and packing lists shall be placed only inside the containers.

f. Special markings for packages and containers when specified on AFMC Form 158 shall be complied with as a part of MIL-STD-129.

g. All special coated terneplate containers shall be marked with the legend "CAUTION--DO NOT REUSE AS FOOD CONTAINERS."

h. Bar code markings in accordance with MIL-STD-129 shall apply to all units, intermediate and exterior containers for all items going into stock regardless of package size or levels of package specified (including commercial packaging). In addition to the NSN/NATO stock number, the exterior shipping container shall include the 13 digit contract number (plus, if applicable, the four digit call number). Excluded from Bar Code Marking are:
(1) Foreign Military Sales.
(2) Direct Vendor Delivery (DVD)/Government Furnished Equipment (GFE) shipments.
(3) Multipack Exterior Shipping Containers. (Unit and intermediate containers do require a bar coded NSN/NATO stock number. However, the next container (unit or intermediate) inside the multipack will also require a bar coded NSN/NATO stock number and contract number with call number, if applicable, in the lower right hand corner).
(4) All unpacked or uncrated items; e.g., vehicles, tires, etc.

i. Shipments of wheeled items weighing 2,000 pounds or more and scheduled for transportation by military aircraft will be marked with the individual axle weights in accordance with MIL-STD-129.

3. WARRANTED ITEMS: When the contract contains warranty requirements, warranty information shall be applied on containers and items as follows:

a. Container markings shall be as specified in MIL-STD-129. The period or conditions of the warranty shall be specifically stated, i.e., landings, flight hours, operating hours, days from shipping date, etc.

b. Items shall be marked in accordance with requirements of MIL-STD-130. Markings shall be located in a manner so as to be conspicuous to the person removing the item from service. When no deleterious effect or functional degradation is caused, the markings shall be black letters on yellow FED-STD-595 color 13655) background. The marking shall include the same period or condition required on the containers.

52.212-4 **CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES** (NOV 2023)
(IAW FAR 12.301(b)(3))

52.217-9 **OPTION TO EXTEND THE TERM OF THE CONTRACT** (MAR 2000)
(IAW FAR 17.208(g))

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 Calendar Days** ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** days before the contract expires.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **10 Years** .

252.217-7028 **OVER AND ABOVE WORK** (DEC 1991)
(IAW DFARS 217.7702)

THE FOLLOWING IS FILL-IN DATA FOR CLAUSE 52.212-5 PARA (b)(22):

52.219-28 **POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)**

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it **[ ]** is, **[ ]** is not a small business concern under NAICS Code _____ assigned to contract number _____.

252.225-7048 **EXPORT-CONTROLLED ITEMS** (JUN 2013)
(IAW DFARS 225.7901-4)

252.225-7052 **RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN** (MAY 2024)
(IAW DFARS 225.7018-5)

252.225-7057 **PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA** (AUG 2022)
(IAW DFARS 225.7021-4(a))

(a) *Definitions.* As used in this clause— *Covered contract* means any DoD contract or subcontract with a value in excess of $5 million, not including contracts for commercial products and commercial services. *Covered entity* means any corporation, company, limited liability company, limited partnership, business trust, business association, or other similar entity, including any subsidiary thereof, performing work on a covered contract in the People's Republic of China, including by leasing or owning real property used in the performance of the covered contract in the People's Republic of China.

(b) *Disclosure requirement.*

(1) In accordance with section 855 of the National Defense Authorization Act for Fiscal Year 2022 (Pub. L. 117–81, 10 U.S.C. 4651 note prec.), DoD may not award, extend, or exercise an option on a covered contract with a covered entity unless such covered entity submits each required disclosure of its use of workforce and facilities in the People's Republic of China, if it employs one or more individuals who perform work in the People's Republic of China on a covered contract.

(2) If the Contractor is a covered entity, the Contractor shall disclose for the Government's fiscal years 2023 and 2024, the Contractor's employment of one or more individuals who perform work in the People's Republic of China on any covered contract. The disclosures shall include—

(i) The total number of such individuals who perform work in the People's Republic of China on the covered contracts funded by DoD; and

(ii) A description of the physical presence, including street address or addresses in the People's Republic of China, where work on the covered contract is performed.

(c) *Subcontracts.* The Contractor shall insert this clause, including this paragraph (c), without alteration other than to identify the appropriate parties, in all subcontracts that meet the definition of a covered contract.

252.229-7014 **FULL EXEMPTION FROM TWO-PERCENT EXCISE TAX ON CERTAIN FOREIGN PROCUREMENTS.** (OCT 2022)
(IAW DFARS 229-402(k))

52.232-39 **UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS** (JUN 2013)
(IAW FAR 32.706-3)

52.232-40 **PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS** (MAR 2023)
(IAW FAR 32.009-2)

252.232-7006 **WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS** (JAN 2023)
(IAW DFARS 232.7004(b), PGI 232.7004(b)(1), DFARS 212.301(f)(liii))

(f) *WAWF payment instructions*. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type*. The Contractor shall use the following document type(s).

_____

(Contracting Officer: Insert applicable document type(s).
Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location*. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

_____

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")
(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

*(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")*

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (*e.g*. timesheets) in support of each payment request.
(5) *WAWF email notifications*. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

_____
_____
(Contracting Officer: Insert applicable email addresses or "Not applicable.")

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

_____
(Contracting Officer: Insert applicable information or "Not applicable.")
(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

52.233-1 **DISPUTES** (MAY 2014)
(IAW FAR 33.215)

52.243-4 **CHANGES** (JUN 2007)
(IAW FAR 43.205(d))

52.246-11 **HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT** (DEC 2014)
(IAW FAR 46.311, DFARS 246.202-4(1))

(a) The Contractor shall comply with the higher-level quality standard(s) listed below. [*If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.*]*

	Title	Number	Date	Tailoring
***See Individual Line Item Schedule**				

52.246-16 **RESPONSIBILITY FOR SUPPLIES** (APR 1984)
(IAW FAR 46.316)

52.246-24 **LIMITATION OF LIABILITY--HIGH-VALUE ITEMS** (FEB 1997)
(IAW FAR 46.805(a)(2))

INSPECTION AND ACCEPTANCE (SEP 1999)
(IAW FAR 46.401(b), FAR 46.503)

Government Contract Quality Assurance Inspection and Acceptance will be at (Final): **[CONTRACTOR FILL-IN]**
Item No(s): **See schedule for items with the following code(s) listed below :**
Inspection Code and Address:

Government Contract Quality Assurance Inspection and Acceptance will be at destination(s) specified herein (Final).
Item No(s): 0001, 0003, 0004, 1001, 1003, 1004

F.O.B. ORIGIN (OCT 1993)
(IAW FAR 47.305(b))

Any supply item applicable to this document shall be delivered F.O.B. at:

F.O.B. Address **[CONTRACTOR FILL-IN]**

H0001 **Economic Price Adjustment (EPA), 15 December 2025, DLA Weapons Support (Ogden)**

1. Purpose:

This Economic Price Adjustment (EPA) clause is intended to provide a mechanism for annually adjusting the Unit Prices set forth in this contract to reflect changes in economic conditions, specifically fluctuations in labor and material costs related to the remanufacture and overhaul of KC-46 Landing Gear.

2. Applicability:

The Unit Prices established in this contract shall be subject to adjustment annually, beginning with the year-two Period of Performance (PoP) of this contract, and each year thereafter. Adjustments will be determined 90 days prior to the beginning of each PoP

3. Calculation:

The revised Unit Price (Pn) will be calculated according to the following formula:

Pn = Po * (1+((A * (Ld / Lo)) + (B * (Md / Mo))))

Where:

1. **Pn** = Revised Unit price to be invoiced for performance year; this price remains valid for all orders booked within the PoP.
2. **Po** = Proposed Year 1 Unit Price.
3. **A** = Proportion of Labor content in the price = 20%
4. **Ld** = Ln – Lo
5. **Ln** = Current year Labor index = Most recent Non-Preliminary data
6. **Lo** = Contract Award Month Index Value for Labor.
7. **B** = Proportion of Material content in the price = 80%
8. **Md** = Mn – Mo
9. **Mn** = Current year Material index = Most recent Non-Preliminary data.
10. **Mo** = Contract Award Month Index Value for Material.

4. Indices:

1. **Labor Index:** Bureau of Labor Statistics, NAICS Aerospace Product and Parts Manufacturing index (CEU3133640008)
2. **Material Index:** Bureau of Labor Statistics, PPI Metals and Metal Products (WPU10)

5. Data Source:

All index values will be obtained from the Bureau of Labor Statistics (BLS) website ( ) or its successor. All economic indices used for calculations shall be the final published values (not preliminary values). The contracting officer will take a dated screenshot of the indices used for the price adjustment.

Labor Index (CEU3133640008)

1. Start at the (https://www.bls.gov)
2. In the “Subjects” drop down area, select “National Employment” under Employment
3. In the “CES Data” drop down area, select “Databases”
4. Next to “Employment, Hours, and Earnings-National” select “One Screen” to open the search tool
5. Select “AVERAGE HOURLY EARNINGS OF PRODUCTION AND NONSUPERVISORY EMPLOYEES” in Box 1
6. Select “Durable Goods” in Box 2
7. Select “31336400 Aerospace product and parts manufacturing” in Box 3
8. Select “Not Seasonally Adjusted’” in Box 4
9. Click "Get Data"

Material Index (WPU10)

B. Start at the (https://www.bls.gov)
C. In the “Subjects” drop down area, select “Producer Price Indexes” under Inflation and Prices
D. In the “PPI Data” drop down area, select “Databases”
E. Next to “Commodity Data including “headline” FD-ID indexes” select “One Screen” to open the search tool
F. Select “10 Metals and metal products” in Box 1
G. Select “10 Metals and metal products” in Box 2
H. Select “Not Seasonally Adjusted’” in Box 3
I. Click "Get Data"

6. Index Discontinuation or Alteration:

In the event the indices specified herein are discontinued or significantly altered, appropriate adjustment shall be made by the parties to put the escalation calculation on a comparable basis to the indices calculated before the change. The parties will also agree on which indices and/or adjustment to utilize for the remainder of the contract.

7. Calculation Timing and Notification:

New pricing for the following PoP will be determined 90 days prior to its start date. The government will provide the updated price list to the contractor no later than 60 days prior to the start date of the PoP. Updated prices for the performance year will be incorporated into the basic contract through modification. Both parties agree to the use of BLS index data through the same time period in order to allow for sufficient visibility of new prices prior to the following performance year.

8. Escalation and Deflation Limitations:

Upward Ceiling: No upward ceiling shall apply under this economic price adjustment clause.

Escalation Floor/Deflationary Years: Escalation shall not be less than 0%. In the event the calculation results in a negative percentage change (deflation), the pricing is to remain flat for the upcoming PoP.

9. Application of Adjusted Prices:

The Parties agree that the Unit Prices set forth herein will apply to Orders that are issued by the government on or after the Effective Date.

10. Warranties:

The contractor warrants that—

(1) The base unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) Prices invoiced shall be computed in accordance with the terms of this clause.

11. Disputes:

The “Disputes” clause of the contract applies to any dispute arising under this clause.

12. Review Rights:

Both parties shall have the right to review the calculations performed under this EPA clause to ensure accuracy and compliance with the terms of this contract.

H0002 Price Adjustment for Component Maintenance Manual (CMM) Differences, 22 December 2025, DLA Weapons Support (Ogden)

1. Purpose:

This clause establishes the process by which the Contractor may request an equitable adjustment to the firm fixed price (FFP) of this contract based on differences identified between the Component Maintenance Manuals (CMMs) for the commercial Boeing 767-300F aircraft and the KC-46 aircraft, which will be provided to the selected Contractor after contract award. The intent of this clause is to address unforeseen costs directly attributable to differences in the overhaul requirements as specified in the respective CMMs. This adjustment, if any, is a one-time adjustment, and no further requests will be considered.

2. Eligibility for Price Adjustment:

(a) The Contractor is eligible to request a price adjustment only for those direct costs reasonably anticipated to be demonstrably incurred as a direct result of differences between the 767-300F CMM and the KC-46 CMM, where the KC-46 CMM imposes requirements more burdensome or not required by the 767-300F CMM.

(b) Price adjustments will *not* be considered for:

(i) Costs associated with familiarization with the KC-46 CMM itself (e.g., training on the manual, initial review time).

(ii) Costs that would have been incurred under the 767-300F CMM.

(iii) Costs resulting from errors or omissions in the Contractor's original proposal.

(c) Minimum Threshold for Price Adjustment: No price adjustment will be considered unless the increased costs resulting from the differences between the 767-300F CMM and the KC-46 CMM, as outlined in section 2(a), represent an increase of 5% or more to the Contractor's original proposed unit price for the affected component(s).

(d) The Offeror/Contractor warrants that its offered contract prices do not include any allowance for any contingency to cover increased costs also considered by this clause.

3. Request for Price Adjustment:
(a) The Contractor shall submit a written request for a price adjustment to the Contracting Officer (CO) within 60 days after receipt of the KC-46 CMMs. Failure to submit a request within this timeframe constitutes a waiver of the Contractor's right to a price adjustment under this clause.

(b) The request shall include the following information:

(i) A detailed description of the specific differences between the 767-300F CMM and the KC-46 CMM giving rise to the increased cost. This description must include specific references (page numbers, section numbers, etc.) to both CMMs.

(ii) A precise quantification of the increased costs associated with each difference, broken down by labor hours, material costs, and any other relevant cost elements. (iii) Clear and convincing evidence demonstrating the direct causal link between the CMM differences and the increased costs. This evidence may include, but is not limited to, engineering analyses, vendor quotes, and timekeeping records.

(iv) A certification, signed by a responsible official of the Contractor, attesting to the accuracy and completeness of the information provided in the request.

(v) A calculation which demonstrates that the increased costs, as described in (ii), represent an increase of 5% or more of the Contractor's original proposed unit price for the affected component(s).

4. Government Review and Determination:
(a) The Government will review the Contractor's request and supporting documentation and may request additional information as necessary.

(b) The Government, at its sole discretion, may conduct an independent assessment of the CMM differences and associated costs.

(c) The Contracting Officer will issue a written decision on the Contractor's request within 30 days of receiving a complete and documented request. The Contracting Officer's decision is final, subject to the Disputes clause of this contract.

5. Agreement on Adjustment:
If the Government determines that a price adjustment is warranted, the parties shall negotiate in good faith to reach agreement on the amount of the adjustment. The price adjustment, if agreed upon, shall be incorporated into the contract via bilateral modification.

6. No Delay of Performance:
The Contractor shall continue performance of the contract pending resolution of any request for a price adjustment under this clause.

LIST OF DOCUMENTS, EXHIBITS OR ATTACHMENTS

Form Number	Description/File Name	Date	Number of Pages
	KC-46 LGPBL - TRD Main		
	KC-46 LGPBL - APPENDIX A - Supply Chain and Program Management		

KC-46 LGPBL - APPENDIX B - Performance Metrics Reconciliation

KC-46 LGPBL - APPENDIX C - Remanufacturing Requirements

KC-46 LGPBL - APPENDIX D - Acronyms Forms and Definitions

KC-46 LGPBL - NSN List (Attachment 1)

PMRT Workbook (Attachment 2)

SSLLP Disassembly Tracking (Attachment 3)

SSLLP Assembly Tracking (Attachment 4)

KC-46 TCI Schedule (Attachment 5)

KC-46 LG TEP (Attachment 6)

Past Performance Consent Letter (Attachment 7)

Past Performance Client Auth Ltr (Attachment 8)

Past Performance Questionnaire (Attachment 9)

Past Performance Information Sheet (Attachment 10)

Team Roles and Responsibilities (Attachment 11)

Process Steps For Parts Beyond CMM Repairability (Attachment 12)

GFM and Instructions (Attachment 13)

KC-46 LGPBL CDRL Listing & Matrix Contractor (Attachment 14)

KC-46 LGPBL CDRL Portfolio

SOLICITATION PROVISIONS
REPRESENTATIONS, INSTRUCTIONS AND EVALUATIONS

52.204-29 **FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS - REPRESENTATION AND DISCLOSURES** (DEC 2023)
(IAW FAR 4.2306(b))

252.204-7024 **NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM** (MAR 2023)
(IAW DFARS 204.7604)

52.212-3 **OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES -- ALTERNATE I (DEVIATION 2025-O0003 and 2025-O0004)** (MAR 2025)
(IAW FAR 12.301(b)(2))

252.215-7008 **ONLY ONE OFFER** (DEC 2022)
(IAW DFARS 215.408(3))

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to—

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

252.225-7966 **PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS-REPRESENTATION (DEVIATION 2024-O0006, REVISION 1)** (MAR 2024)
(IAW CLASS DEVIATION 2024-O0006, REVISION 1)

252.225-7973 **PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS-REPRESENTATION (AUG 2024) (DEVIATION 2024-O0014)** (AUG 2024)
(IAW DEVIATION 2024-O0014)

ADDENDUM TO PROVISION 52.212-1

52.203-18	**PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION** (JAN 2017) (IAW FAR 3.909-3 (a))
252.203-7005	**REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS** (SEP 2022) (IAW DFARS 203.171-4(b))
52.204-16	**COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING** (AUG 2020) (IAW FAR 4.1804(a), FAR 12.301(d))
52.204-22	**ALTERNATIVE LINE ITEM PROPOSAL** (JAN 2017) (IAW FAR 4.1008)
52.204-24	**REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (NOV 2021) (IAW FAR 4.2105(a))

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 "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES - REPRESENTATION (OCT 2020)
(IAW FAR 4.2105(c))

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and ''reasonable inquiry'' have 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) *Representations.*

(1) 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.

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)
(IAW DFARS 204.7304(a))

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)
(IAW 204.2105(a))

(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.

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION
(MAY 2021)
(IAW DFARS 204.2105(b))

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204–7016, Covered Defense Telecommunications Equipment or Services—Representation, that it ''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.''

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204–7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115–91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https:// www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204–7016, Covered Defense Telecommunications Equipment or Services—Representation, that it ''does'' 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, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it ''will provide covered defense telecommunications equipment or services,'' the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
(NOV 2023)
(IAW DFARS 204.7304(d))

(a) *Definitions.*

"Basic Assessment", "Medium Assessment", and "High Assessment" have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

"Covered contractor information system" has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171

(c) Procedures.

11. The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) *Summary level scores.* Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(*1*) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(*2*) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

CAGE Codes Date score of

System Security Plan	supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	110 will achieved

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) *Accessibility*.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at

.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

52.207-4 **ECONOMIC PURCHASE QUANTITY--SUPPLIES** (AUG 1987)
(IAW FAR 7.203)

(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	QUOTATION	PRICE TOTAL

52.209-7 **INFORMATION REGARDING RESPONSIBILITY MATTERS** (OCT 2018)
(IAW FAR 9.104-7(b))

(b) The offeror **[_] has [_] does not have** current active Federal contracts and grants with total value greater than $10,000,000.

52.209-11 **REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW** (FEB 2016)
(IAW FAR 9.104-7(d))

(b) The Offeror represents that—

(1) It **is [ ] is not [ ]** a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It **is [ ] is not [ ]** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

52.212-1 **INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES** (SEP 2023)
(IAW FAR 12.301(b)(1))

52.212-2 **EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES** (NOV 2021)
(IAW FAR 12.301(c))

(a) The following factors shall be used to evaluate offers:

Evaluation Factors	Order of Importance
Technical	**01**
Price or Cost	**02**
Past Performance	**03**

All evaluation factors other than cost or price, when combined, are **Significantly More Important than Cost or Price** .

252.215-7013 **SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS** (JAN 2023)
(IAW DFARS 215.408(6))

52.225-18 **PLACE OF MANUFACTURE** (AUG 2018)
(IAW FAR 25.1101(f))

(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**.

52.225-25 **PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS** (JUN 2020)
(IAW FAR 25.1103(e))

252.225-7050 **DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM** (DEC 2022)
(IAW DFARS 225.771-5)

52.229-11 **TAXES ON CERTAIN FOREIGN PROCUREMENTS - NOTICE AND REPRESENTATION** (JUN 2020)
(IAW FAR 29.402-3(a))

Procurement Note L27 **Addition and Deletion of Items (AUG 2017)**

(1) The Government reserves the right to unilaterally delete items that were available from only one manufacturer at the time of award if an alternate source of supply becomes available or the Government's requirements are modified to provide for full and open competition. The Government will provide a 30-day advance notice to the contractor prior to deleting any item from the contract.
(2) The Government may add new items to the contract through bilateral modification with negotiated prices. All new requirements are subject to synopsis prior to addition to the contract.
(3) Discontinued items:
(a) The contractor agrees to provide the Government with immediate, written notification when the manufacturer will discontinue an item, including a recommendation for any potential substitute or replacement items. If the Government elects to include a substitute or replacement item in the contract, the contracting officer will modify the contract accordingly.
(b) If the manufacturer discontinues an item without replacement, the contractor shall include in the notice a recommendation concerning the availability of items that are comparable in form, fit, and function. The contractor shall not incur any costs related to alternate sources of supply without the express written approval of the contracting officer. The Government has the option to make a last time order, or series of orders, within 30 days after receiving written notification of the discontinued item, after which the item will be deleted from the contract. The contractor shall honor any last time order, unless it is returned to the ordering office within 10 days after issuance with written notice stating the full quantity is not available for shipment. The parties will negotiate the terms of such orders, including changes to the delivery schedule and maximum quantity available for shipment.

SECTION L
INSTRUCTIONS TO OFFERORS (ITO)
KC-46 Landing Gear Performance Based Logistics (KC-46 LG PBL)
SOURCE SELECTION

SECTION CONTENT

1 – Proposal Preparation Instructions
2 – General Instructions
3 – Volume I – Technical (Factor One)
4 – Volume II – Price (Factor Two)
5 – Volume III – Past Performance (Factor Three)
6 – Volume IV – Contract Documentation

1. PROPOSAL PREPARATION INSTRUCTIONS

1.1 This acquisition will utilize Tradeoff source selection procedures in accordance with (IAW) the Federal Acquisition Regulation (FAR) 15.101-1 as supplemented. The Government intends to select one contractor for the KC-46 LG PBL program. However, the Government reserves the right to award no contract if the Source Selection Authority (SSA) determines it is in the Government's best interest.

1.2 To assure timely and equitable evaluation of proposals, **Offerors shall follow the instructions contained herein. Failure to meet a requirement may result in an offer being ineligible for award.** Offerors are required to meet all solicitation requirements, including all stated terms, conditions, representations, certifications, and technical requirements, in addition to those identified as evaluation factors or sub-factors. Offerors must clearly identify any exception to the RFP terms and conditions and provide a complete accompanying rationale. Proposals shall consist of four (4) separate volumes; Volume I – Technical, Volume II – Price, Volume III – Past Performance; and Volume IV - Contract Documentation.

The Contracting Officer (CO) has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the CO will review this determination and if, in the CO's opinion, adequate price competition exists no additional pricing information will be requested and certification under Federal Acquisition Regulation (FAR) 15.406-2 will not be required. However, if at any time during this competition the CO determines that adequate price competition no longer exists, Offerors may be required to submit information to the extent necessary for the CO to determine the reasonableness and affordability of the price offer.

1.3 Budget / Funding Information - Funding will be obligated on each delivery order awarded under the basic contract.

2. GENERAL INSTRUCTIONS

2.1 This section provides general guidance for preparing proposals as well as specific instructions on format and content. The offeror's proposal shall include all data and information requested and shall be submitted IAW these instructions. Any offeror who submits an incomplete package may be eliminated from the competition. The offer shall be compliant with the requirements as stated in the Technical Requirements Document (TRD) Contract Data Requirements Lists (CDRLs), and Contract / Solicitation. **Non-conformance with these instructions may result in an "Unacceptable" proposal evaluation.**

2.2 Include Sufficient Detail – The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. **The proposal shall not simply copy and paste, rephrase, or restate the Government's requirements**, but rather shall provide convincing rationale to address how the offeror intends to meet or exceed these requirements. **Offerors shall assume that the Government has no prior knowledge of their experience and will base its evaluation on the information presented in the proposal.**

2.3 Technical Data For Purposes of Proposing – Due to data release restrictions, the required overhaul/remanufacture Component Maintenance Manuals (CMMs) for the KC-46/-2C landing gear will not be provided prior to contract award. The successful offeror will receive access to these CMMs upon contract award. For proposal purposes, offerors are required to leverage their understanding of the 767-300F series landing gear and demonstrate their experience and

capability to remanufacture that version of landing gear. However, offerors are encouraged to identify and discuss any remanufacture gaps between the 767-300F and the -2C gear.

2.4 Definition of a "Shipset" – For evaluation purposes a shipset is defined as, the complete build-up of the Electrical, Hydraulic, and Structural installation assemblies integrated together (ready for install) of the nose, left main, and right main landing gear for the 767-300F.

2.5 Embellishments Not Preferred – Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not preferred.

2.6 The proposal acceptance period is specified on the front page of the Standard Form (SF) 1449 Solicitation/Contract. Offerors providing less than the specified calendar days for Government acceptance after the date proposals are due, may be eliminated from the competition.

2.7 IAW FAR 4.8, the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

2.8 Point of Contact – The Contracting Officer (CO) is the sole point of contact for this acquisition. Address any questions or concerns you may have to the CO. Requests for clarification may be sent to the following:

<u>Contracting Officer</u>
DLA Weapons Support
Kyle Swaner
Office (385) 591-8732
kyle.swaner@us.af.mil

2.9 Pre-Award Debriefings – The CO will promptly notify offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing IAW FAR 15.505. Offerors excluded from the competitive range may request a pre-award debriefing or they may choose to wait until after the source selection decision to request a post-award debriefing. However, Offerors excluded from the competitive range are entitled to no more than one debriefing for each proposal.

2.10 Post-Award Debriefings – The CO will notify unsuccessful offerors in the competitive range of the source selection decision IAW FAR 15.506. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors requesting a debriefing must make their request IAW the requirements of FAR 15.505 or 15.506, as applicable.

2.11 Discrepancies – If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the CO in writing with supporting rationale as well as remedies the Offeror is asking the CO to consider as related to the omission or error.

2.12 Electronic Reference Documents – All referenced documents for this solicitation are available on the System for Award Management (SAM) website at https://sam.gov. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

2.13 Communications – Exchanges of source selection information after submission of the initial proposal packages between the Government and Offerors will be controlled by the Contracting Officer. Email may be used to transmit such information only if the email can be sent encrypted and must include "Source Selection Information – See FAR 2.101 and 3.104" in the subject line of the email. In order to facilitate the sending and receiving of encrypted emails, offerors must use MS Outlook email configured to support encryption or a different email product that is S/MIME compatible and configured to support encryption.

2.14 Discussions – The Government intends to award without discussions but reserves the right to conduct discussions if determined necessary. Discussions, if necessary, will be conducted IAW FAR 15.306.

2.15 Oral Presentation – Oral Presentations will not be allowed.

2.16 Amendments to Solicitation – If this Request for Proposal (RFP) is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this request by the date and time specified in the amendment(s) by signing and returning the front page of each.

2.17 Submission, Modification, Revision, and Withdrawal of Proposals.

2.17.1 Proposals and modifications to proposals shall be submitted electronically via DoD SAFE in accordance with the following DoD SAFE (Secure Access File Exchange) Proposal Submission Process:

2.17.1.1 Offeror shall email the Contracting Officer, Kyle Swaner, at (kyle.swaner@us.af.mil) of their intent to submit a proposal and request a DoD SAFE Drop Off link. Unless otherwise specified in the request, the Government will use the email account from the request to process the drop-off request.

Note: Drop-off requests are only valid for 14 days. It is recommended that this request is submitted no sooner than 14 days and no later than 72 hours prior to the proposal due date and time. Note: The file limit for drop-off is 25 files. If the offeror intends to submit more than 25 files, it is the offeror's responsibility to request a 2nd drop off link with its request.

2.17.1.2 The Government will send a one-time submission link through the "Request a Drop Off" feature of DoD SAFE. For tracking purposes, the Government will only provide this to a single email account on behalf of the offeror.

2.17.1.3 The offeror will receive an email from DoD SAFE with a link that can be used to submit a proposal for this solicitation. The offeror opens the link and adds the files.

2.17.1.4 If the offeror chooses to encrypt its submission, a passphrase will need to be created. This passphrase should be provided to Kyle Swaner (kyle.swaner@us.af.mil) for pick-up.

2.17.1.5 Proposals are only considered officially submitted when the file upload process is completed through DoD SAFE. The Government determines the official proposal receipt time based on the "Drop-off Completed" timestamp that DoD SAFE applies when the offeror completes submission.

Note: It is highly recommended that the offeror utilize the print details button/feature in DoD SAFE to show the "Drop-Off Completion" and email it to Kyle Swaner (kyle.swaner@us.af.mil).

2.17.1.6 If the offeror needs to update its submission prior to the RFP closing date, it shall follow the same steps outlined above.

Note: In accordance with FAR 15.208, it is the responsibility of the Offeror to ensure the proposal is received by the date and time specified on the cover page of this solicitation. Please note that when submitting through DoD SAFE, there is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned when submitting proposals to allow adequate time for submission.

2.17.2 All submissions shall show the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Late proposals will be handled IAW FAR 15.208.

2.17.3 Proposals may be withdrawn by written notice received at any time before award. Proposals may also be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting the withdrawal is established and the person signs a receipt for the proposal before award.

2.18 Organization / Page Limits – The title page of each volume must show:

2.18.1 Title Page Content:

- Solicitation Number
- Company Name, Address, Commercial and Government Entity (CAGE) Code and Data Universal Numbering System (DUNS) Number
- Primary point of contact name, telephone number and email address

- Volume number and name (e.g. Volume I, Technical and copy number (i.e. Original, copy 1, copy 2, etc.)
- The offeror shall prepare the proposal as set forth in Table 1 – Proposal Organization below. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits.

Table 1 – Proposal Organization

VOLUME	SECTION L PARAGRAPH #	TITLE	COPIES	PAGE LIMIT
I	3	Technical	Digital	150 pages
II	4	Price	Digital	Unlimited
III	5	Past Performance	Digital	30 pages
IV	6	Contract Documentation	Digital	Unlimited

2.18.2 Page Limitations – Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal; rather, the Offeror will be notified of which pages of the proposal were determined excess as soon as practical. Each page shall be counted except the following: blank pages, title pages, tables of contents, tabs, Glossary of Abbreviations and Acronyms, Cross Reference Matrix, and those noted in the Proposal Organization Table as "Unlimited." Page limitations may be placed on responses to Evaluation Notices (ENs) if applicable. The specified page limits for EN responses will be identified in the letters forwarding the ENs to the offerors.

2.19 Pricing Information – All pricing information shall be addressed in the Price Volume (Volume II) only.

2.20 Cross Referencing – Each volume shall be written on a standalone basis so that its contents may be evaluated without cross-referencing to other volumes of the proposal. Information required for proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-referencing within a proposal volume is permitted.

2.21 The offeror shall fill out the Technical Volume section of the Cross Reference Matrix in the format as provided in Table 2 – Sample Cross Reference Matrix below, indicating the proposal reference information as it relates to Section L, Section M, and the TRD. The Cross Reference Matrix shall be included in the Technical Volume (Volume I). The Cross Reference Matrix addresses each requirement within the TRD, and Section L&M Technical sub-factors. The offeror shall fill in the Technical Volume section independently labeled with the appropriate paragraph number or page number from its proposal that addresses the requirement or factor and sub-factor.

Table 2 – Sample Cross Reference Matrix

Section L	*Section M*	*TRD*	*Technical Volume*
Para. X.x.	*Para. X.x.*	*Para. X.x.*	*Para. X.x.*

2.22 Indexing

2.22.1 Each volume shall contain a detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections.

2.22.2 Include an indexed list of Tables and Figures.

2.22.3 Glossary of Abbreviations and Acronyms – Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

2.23 Page Size, Format, and Labeling

2.23.1 A page is defined as a single digital page size of 8.5 x 11 inches. Except for the reproduced sections of the solicitation document, the text shall be Times New Roman and font size shall be no less than 12 points and lines shall be single spaced. Tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software. Use at least 1-inch margins on the top, bottom, and sides. Pages shall be numbered sequentially by volume. These page format restrictions shall also apply to responses to ENs if applicable. Each page containing proprietary information should be marked.

2.23.2 Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated and legible. Oversized images or figures should be designed to be easily navigable and viewable within the digital document. Text within tables, charts, graphs, and figures shall be no smaller than 10 point.

2.23.3 Be sure to apply all appropriate markings including those prescribed IAW FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information. Each page must contain the following legend at the bottom of each sheet:

SOURCE SELECTION INFORMATION—SEE FAR 2.101 AND 3.104 FOR OFFICIAL USE ONLY

2.23.4 The proposal shall be submitted in a format readable by Adobe Acrobat and MS Excel (Microsoft 365) for all spreadsheets. PDF formats shall not be used for the TEP worksheet. Excel spreadsheets – Set “Save as type” to Excel Workbook (*.xlsx).”

3. VOLUME I – FACTOR ONE, TECHNICAL

3.1 General – The Technical Volume shall be clear, specific, complete, and include sufficient detail for effective evaluation. Legibility, clarity and coherence are very important. Offerors responses will be evaluated against the Technical sub-factors defined in Section M, Evaluation Factors for Award. Offerors shall review Section M criteria to ensure the KC-46 LG PBL requirements are met. Provide as specifically as possible the actual methodology the offeror would use for accomplishing/satisfying each Technical sub-factor. Offerors shall assume that the Government has no prior knowledge of their experience or facilities and will base its evaluation only on the information presented in the offeror’s proposal. All the requirements specified in the solicitation are mandatory. By the offeror’s proposal submission, the offeror is representing that they will perform ALL the requirements specified in the solicitation; it is not necessary to tell the Government so in the proposal.

3.2 Adequate Responses – It is imperative that the offeror fully describe and provide detail as to how the offeror shall meet all Technical sub-factor requirements. Do not merely copy and paste, rephrase, or restate the objectives or reformulate the requirements specified in the solicitation.

3.3 Exceeding Requirements – Offerors shall highlight areas of the Technical proposal where they assert exceedance of sub-factor requirements as defined in each Technical sub-factor in section M. Any areas in the proposal where the offeror exceeds the requirement shall be clearly defined from a cost, schedule, and execution standpoint. Beneficial aspects of the selected offeror’s proposal will be incorporated into the resulting contract, and a modification to the TRD for inclusion will take place prior to award.

3.4 Volume Organization – Offeror’s response to the Technical Volume (Volume I) shall be structured in a logical manner at the offeror’s discretion and must clearly address the offeror’s technical approach to all aspects of the sub-factors below. The Technical approach must clearly identify each sub-factor as addressed throughout the proposal. Within each sub-factor the offeror shall identify applicable team members, as defined in section M 2.3.6, and their responsibilities in relation to the sub-factor.

3.5 Sub-Factor One, Remanufacture Capability and Capacity:

3.5.1 The offeror shall submit a detailed remanufacture plan that thoroughly demonstrates experience and capability to remanufacture the entire 767-300F shipset, covering all processes from start to finish IAW TRD Appendix C paragraph 2.0 Remanufacturing Process through 2.18 Rob-Back/Cannibalization. The plan must also provide evidence that the offeror possesses facilities and equipment with the capacity to remanufacture Landing Gear shipsets IAW the Time Change Interval (TCI) schedule (section J attachment 5). Evidence shall include:

3.5.1.1 A diagram that clearly illustrates the physical layout of the primary facility or facilities where the offeror proposes to perform remanufacture and the interior layout (including interior square footage) of each location. This diagram shall also provide evidence that the facility can accommodate all necessary equipment to satisfy the remanufacturing requirements.

3.5.1.2 Identification of the equipment the offeror will use to complete each remanufacturing process and demonstrate how that specific equipment will be used to meet the requirements of TRD Appendix C paragraph 2.0 Remanufacturing Process.

3.5.1.3 Proof of possession must be demonstrated through written documentation such as a lease agreement, property deed, etc. that demonstrates possession of the facilities for the life of the contract.

3.5.1.4 FAA compliance/Title 14 CFR Part Certified Repair Station.

3.5.1.5 Provide evidence of AS9110 certification.

3.5.2 In addition, the remanufacture plan must also comprehensively address the following areas:

3.5.2.1 Sourcing for all subcomponents required for remanufacturing while adhering to lead time requirements and guaranteeing parts availability including risk mitigation to absorb any supply inconsistencies.

3.5.2.2 Provide a description of the engineering approach for addressing parts or processes that are not in conformance with technical data criteria. The offeror must detail how engineering will assess the non-conformance, determine the appropriate corrective action, and ensure compliance with all applicable technical data and regulatory requirements.

3.5.2.3 Describe a plan and approach for meeting the Parts Control Program requirements detailed in TRD Appendix C, paragraph 2.4. In addition, explain how the offerors proposed Parts Control Program will fulfill the reporting and tracking requirements outlined in TRD Appendix C, paragraphs 2.4.1 and 2.4.2.

3.6 Sub-Factor Two, Exchange Lead Time (ELT, Shipsets):

3.6.1 Submit an approach detailing how the offeror intends to meet the 82-day ELT metric for shipset remanufacture for the 767-300F IAW TRD Appendix B paragraphs 2.0 - 2.2 Exchange Lead Time (ELT) Definition. The approach must include the following:

3.6.1.1 A detailed description, schedule, and flow chart of the entire remanufacturing process, from the date the asset was received to final delivery.

3.6.1.2 Specific time intervals for: disassembly, cleaning, assembly, paint, plating, baking, inspection, stripping, NDI, machining, temper etch, functional test/check, and packaging/shipping.

3.6.1.3 Address any subcontracting efforts and associated timelines required to support the 82-day ELT.

3.6.1.4 Identify risk mitigation strategies for situations that may arise during the re-manufacturing process. (e.g. situations where a supplier is late, a machine is down, etc.).

3.6.1.5 The offeror shall provide a detailed and comprehensive transition plan demonstrating the ability to achieve full operational support within the specified timeframe (Minimum of 3 months) between contract award and the first shipset delivery date. This plan must ensure 100% supportability upon the delivery of the first shipset IAW with TRD Appendix A paragraph 1.0 Phase–In.

This plan must specifically describe any manpower gaps to include a detailed staffing ramp-up plan, clearly state the existing manpower levels as a percentage of the total required workforce at the time of proposal submission and project the anticipated manpower percentage at the expected contract award date. Additionally, a clear breakout by position, outlining current staffing and the staffing required to achieve full supportability. Including all training of personnel, schedules, and estimated completion times to ensure all personnel are fully equipped to perform their duties by contract award.

3.7 Sub-Factor Three: Remanufacture Turn Around Time (RTAT, Sub-Components):

3.7.1 Submit an approach detailing and demonstrating a step-by-step process for how the offeror intends to meet the RTAT for subcomponents IAW TRD Appendix B paragraphs 3.0 - 3.2 Remanufacture Turn Around Time (RTAT) Definition. Included in the approach, provide a detailed description and flow chart of the entire remanufacturing process for each of the following NSNs:

A. NSN: 1560-01-689-8315, P/N: 161T1133-1, MLG Tow Fitting Assembly
B. NSN: 1560-01-694-8122, P/N: 162T1400-1, NLG Torque Tube Support
C. NSN: 1620-01-655-8317, P/N: 161T1131-19, MLG Bogie Beam Assembly

3.7.2 For each of the NSNs listed above the offeror must also:

3.7.2.1 Detail the time required for completion of each individual step within the remanufacturing process, starting from the initial asset receipt and concluding with the final delivery. The submission must also clearly indicate the overall proposed lead time for the entire process.

3.7.2.2 Identify any process constraints and how they will be overcome.

3.7.2.3 Identify where any subcontracting or shipping is performed.

3.7.2.4 Specifically describe each process required to remanufacture each NSN, to include all tooling, equipment, and material necessary for proper and complete re-manufacture. Include detailed descriptions for; disassembly, cleaning, assembly, paint, plating, baking, inspection, stripping, NDI, machining, temper etch, functional test/check, DCMA inspection, and packaging/shipping.

4. VOLUME II - FACTOR TWO, PRICE

4.1 General Instructions - The price evaluation criteria will be: (1) Completeness, (2) Reasonableness, (3) Balance, (4) Realism (if necessary), and (5) Total Evaluated Price (TEP) as defined in Section M paragraph 4.7, which will be assessed from the information provided in this volume. Offerors shall review Section M criteria to ensure the minimum requirements are met.

4.2 Submit a copy of the completed Total Evaluated Price (TEP) worksheet in the Price Volume (Volume II) in Microsoft Excel format (non-PDF format)

4.3 Offerors shall complete the TEP worksheet IAW the instructions provided in Tab 1 of the TEP Workbook and input the following:

4.3.1 FFP: Annual Firm Fixed Price per Remanufacture for the 3 KC-46 LG shipset NSNs listed in the TEP worksheet (section J attachment 6).

4.3.2 FFP: Annual Firm Fixed Price per Eaches, and an RTAT for all sub-component NSNs listed in the TEP worksheet (section J attachment 6).

4.4 All prices shall be fully burdened and include all direct costs, indirect rates (Overhead, General and Administrative, etc.) and profit necessary for the performance of the entire requirement. All proposed prices will be contractually binding.

4.4.1 Cost or Pricing Information Requirements - IAW FAR 15.402, FAR 15.403-1(b) and 15.403-3(a), “information other than certified cost or pricing data” may be required to support price reasonableness. If after receipt of

proposals, the CO determines that there is insufficient information available to determine the reasonableness of the proposed pricing the offeror may be required to submit additional information other than certified cost or pricing data. If, during the source selection process, the CO determines that adequate competition no longer exists, then certified cost and pricing data may be required.

4.4.2 Rounding – All dollar amounts provided shall be rounded to the nearest dollar.

4.4.3 Pricing Assumptions – Provide an explanation of the method used to develop all proposed prices. Summarize all significant pricing assumptions, scope limitations and qualifications of the Price Volume (Volume II). Pricing assumptions shall not exceed 20 pages.

4.4.4 Estimating Techniques and Methods – When responding to the Price Volume requirements in the solicitation, the offeror may use any generally accepted estimating technique to develop their proposal. Provide a summary description of your standard estimating system or methods. Also, provide a summary description of your purchasing system or methods. In addition, identify deviations (if any) from your standard estimating procedures (including overhead and G&A applications) in preparing this proposal volume. Indicate whether you have Government approval of your estimating and purchasing systems and provide evidence of such approval. Provide a summary description of your pricing methodology as it pertains to this acquisition.

5. VOLUME III - FACTOR THREE, PAST PERFORMANCE

5.1 General – Submit a past performance volume containing past performance information IAW the format stated in Section 2 – General Instructions, and corresponding subparagraphs, as required in Section 2 – General Instructions of this document. This requirement is for all companies listed in the teaming arrangement. Offerors are advised that the Government will use data provided by each offeror in this volume and data obtained from other sources in the evaluation of past performance.

5.2 Consent and Client Authorization Letters – The Offeror shall submit a consent letter (see RFP Section J Attachment 7, Past Performance Consent Letter), signed and executed by the subcontractors, teaming partners, and joint venture partners as applicable, authorizing release of adverse past performance information to the offeror so the offeror can respond to such information. For each identified effort for a commercial customer, the Offeror shall submit a client authorization letter signed by the commercial client (see Section J Attachment 8, Past Performance Client Authorization Letter), authorizing the release of requested information on the Offeror's performance to the Government.

5.3 Questionnaires – As soon as possible, offerors shall complete Section 1 of the Past Performance Questionnaire (RFP Section J Attachment 9, Past Performance Questionnaire). Offerors shall invite the third parties identified in (RFP Section J Attachment 10, Past Performance Information Sheets (PPIS)) to complete and transmit the questionnaire (Section J Attachment 9, Past Performance Questionnaire) to the CO describing their experience regarding the offeror. The third-party POCs are instructed to complete the questionnaire and transmit it directly to the CO in electronic format. The third parties are further instructed NOT to transmit the completed questionnaires back to the offeror but to the CO (identified email on questionnaire document). Questionnaires transmitted directly by the offeror will not be evaluated, or considered. Once questionnaires are completed, they shall be considered source selection sensitive and shall not be released to the offeror. RESPONDENTS TO THE QUESTIONNAIRES SHALL NOT SEND THE COMPLETED INFORMATION SHEETS BACK TO THE OFFEROR! Offerors shall not follow-up with respondents to ensure they have completed the questionnaires. The performance evaluation team will conduct such follow-up with any POC as necessary.

5.4 Recent (as defined in section M paragraph 5.3.1) and Relevant (as defined in Section M paragraph 5.4 and Table 4) Contracts – Submit information in accordance with (RFP Section J Attachment 10, PPIS) for a maximum of 5 recent and relevant contracts from the team. The offeror is encouraged to submit PPISs for the prime and each subcontractor performing major or critical aspects of the requirement. In no case shall a team submit more than 5 total PPISs. Within each PPIS, offerors are required to provide a narrative explaining what aspects of the contracts are deemed relevant to the proposed effort and to what Technical sub-factors they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts. The offeror shall clearly demonstrate management actions employed in overcoming problems and the effects of those actions in terms of improvements achieved or problems rectified. If past performance information is being submitted under a basic ID/IQ contract/agreement, the offeror shall identify the delivery/task order relevant to KC-46 LG PBL. Each delivery or task order will count as one contract. The offeror shall use one PPIS for each delivery/task order cited.

5.5 Completed Team Roles & Responsibilities Worksheet – The offeror shall provide a completed roles and responsibilities worksheet in accordance with the format contained in RFP (Section J Attachment 11, Team List, Roles and Responsibilities) worksheet, for all proposed team members or subcontractors that meet the definition in section M Paragraph 2.3.5. The offeror has discretion in determining the most beneficial mix and quantity of contracts by prime offeror, key partners, or subcontractors covering as many of these elements as is practical.

5.6 Past Performance Citation Reference Sheet – Submit a matrix of the Prime and their team members and the contract citations that have been documented in the Past Performance Information Sheets.

5.7 An offeror's failure to address performance problems/issues within this volume does not preclude the Government from using such information in determining a past performance rating.

6. VOLUME IV – CONTRACT DOCUMENTATION

6.1 Provide all Volume IV Contract Documentation in the prescribed format identified in Table 1 – Proposal Organization.

6.2 Solicitation/Contract Representations and Certifications.

6.3 Section A – Solicitation/Contract Form: Complete blocks 12 (offerors must input 365 days for acceptance) and 16 of the SF 1449. Signature by the offeror on the SF 1449 constitutes a binding proposal.

6.4 Section B – Supplies or Services and Costs/Prices: Do not input pricing information in Section B of the Solicitation/Contract. All required prices shall be proposed in the TEP Worksheet.

6.5 Section I – Contract Clauses

6.6 Section K – Representations, Certifications, and other Statements of Offerors: Complete representations, certifications, acknowledgments and statements. Offeror must have filled out an online provision FAR Clause 52.204-8 Annual Representations and Certifications (May 2014), Online Reps and Certs at System for Award Management (http://www.sam.gov). Offer shall ensure certification as a small business under North American Industry Classification System (NAICS) 336413.

6.7 Exceptions to Solicitation Requirements – Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and Technical requirements, in addition to those identified as evaluation factors or sub-factors. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. Each exception shall be specifically related to each paragraph and specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content of Table 3 – Solicitation Exceptions.

Table 3 – Solicitation Exceptions

SOLICITATION Document	Page/ Paragraph	Requirement/ Portion	Rationale
TRD, Model Contract/Solicitation, Section L, etc.	Applicable Page and Paragraph Numbers	Identify the requirement or portion to which exception is taken	Describe why the requirement can/will not be met

6.8 Other Information Required

6.8.1 Teaming arrangement – If the Offeror intends to utilize critical subcontractors in order to meet the requirements of the Technical Volume, a Teaming Arrangement shall be identified. The teaming arrangement must consist of a prime contractor (who will be the sole point of contact, and have overall responsibility for the contract) and any team members IAW the definition in section M 2.3.5.

6.8.1.1 Offeror shall submit a signed formal agreement between the prime contractor and any other critical sub-contractors listed in the teaming arrangement meeting the definition of section M 2.3.5. The agreement must provide evidence that it will be valid beginning on the date of contract award and remain valid and binding for

the potential 10-year life of the contract. Additionally, the general roles and responsibilities of the applicable member of the teaming arrangement shall be listed in each individual agreement. This agreement does not preclude offerors from adding team members after contract award. Failure to provide this agreement may be considered non-responsive, and therefore ineligible for award.

6.9 Authorized Offeror Personnel – Provide the name, title, telephone number, and email address of the company/division point of contact responsible for negotiating with the Government.

6.10 Adequate Financial resources – Submit documentation demonstrating that offeror possesses adequate financial resources to perform the contract. This information will be used as part of the Contracting Officer's determination of responsibility IAW FAR 9.104.

6.11 Supply Chain Risk Management (SCRM): Submit a SCRM Plan IAW TRD Main, paragraph 3.5 (10 pages maximum) detailing the offeror's supply chain risk management approach to: a.) Continuity of Operations, b.) Foreign Influence, and c.) Cybersecurity. The offeror must detail the specific supply chain risk (listed below) and provide a management and mitigation plan identifying how the offeror will ensure Supply Chain Risk Management is effective over the life of the contract.

6.11.1 Cybersecurity - The Plan must describe prevention measures for the following:

6.11.1.1 Unauthorized access to information systems.
6.11.1.2 Interruption of communications.
6.11.1.3 Insertion of counterfeits/malware.
6.11.1.4 Unauthorized data reproduction.
6.11.1.5 Tampering and theft.
6.11.1.6 Insertion of malicious software and hardware.
6.11.1.7 Systems functionality alteration.
6.11.1.8 Disruption of operation.

6.11.2 Continuity of Operations (COOP) – The plan must describe:

6.11.2.1 Clear lines of authority and communication between the Offeror and the Government as well as the Offeror and its subcontractors and/or vendors.
6.11.2.2 Security management procedures ensuring the protection of informational and physical assets.
6.11.2.3 Deviated work plan to ensure adequate personnel support for continued operational capability.
6.11.2.4 Operational capacity to support continued operations to include facilities, equipment, personnel, IT systems, security, vendor support, and others that impact production.
6.11.2.5 Contingency measures for continued supply chain logistics and transportation, facilities and business operations, and IT support.

6.11.3 The plan must describe:

6.11.3.1 Facility and operations security.
6.11.3.2 Data protection.
6.11.3.3 Personnel security clearances & background checks.
6.11.3.4 Monitoring (including sub vendors) foreign investment, mergers, acquisitions, and operating locations.

7. SECTION L – REQUIRED ATTACHMENTS

Attachment 7: Past Performance Consent Letter
Attachment 8: Past Performance Client Authorization Letter
Attachment 9: Past Performance Questionnaire
Attachment 10: Past Performance Information Sheet (PPIS)
Attachment 11: Team List, Roles and Responsibilities

SECTION M
EVALUATION FACTORS FOR AWARD
KC-46 Landing Gear Performance Based Logistics

(KC-46 LG PBL)
SOURCE SELECTION

1. BASIS FOR AWARDS

1.1 This acquisition will utilize Tradeoff Source Selection Process in accordance with (IAW) FAR 15.101-1, as supplemented. The KC-46 LG PBL contract will be awarded to the offeror who represents the best overall value to the Government, based upon an integrated assessment of Technical, Price, and Past Performance evaluation Factors, that is deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation requirements. The solicitation requirements include all stated terms, conditions, representations, certifications, and all other information required by Section L and the Technical Requirements Document (TRD) of this solicitation. The Government intends to award to the offeror that gives the Government the greatest confidence that it will best meet, or exceed, the requirements. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors, and the Source Selection Authority (SSA) reasonably determines that the technical and overall business approach of the higher price offeror outweighs the cost difference. The SSA will base the source selection decision on an integrated assessment of proposals against the source selection criteria in section M. While the Government Source Selection Evaluation Board (SSEB) and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective; therefore, professional judgment is implicit throughout the entire process. Offerors are required to meet all solicitation requirements, including all stated terms, conditions, representations, certifications, and technical requirements, in addition to those identified as evaluation factors or sub-factors and all other information required by Section L, Instructions to Offerors (ITO), of this solicitation.

1.2 Number of Contracts to be Awarded – The Government intends to award one contract for the KC-46 LG PBL program. However, the Government reserves the right to award no contract at all, if the SSA determines it is in the Government's best interest. If the Government determines not to award a contract, the Government is not liable for any costs incurred by potential offerors for proposal preparation and/or participation in the source selection process.

1.3 Correction Potential of Proposals – The Government will consider, throughout the evaluation, the "correction potential" of any deficiency or weakness. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an offeror's proposal does not meet the Government's requirements, the proposal may be considered "uncorrectable" and the offeror may be eliminated from the competitive range. A proposal will be considered "uncorrectable" if it is determined that a significant proposal revision will be required in order to meet the minimum requirements of the Request for Proposal (RFP).

1.4 Discussions – The Government reserves the right to award without discussions, if the SSA determines it to be in the best interest of the Government; therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, offeror responses to Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be the basis for making the source selection decision. If the offeror's proposal has been evaluated as acceptable at the time discussions are closed, any changes or exceptions in the Final Proposal Revision are subject to evaluation and may introduce risk that the offeror's proposal be determined unacceptable or receive a lower technical rating or higher technical risk, or all three.

1.5 Integrating Proposal into the Contract – the Contracting Officer shall incorporate the entire selected offeror's technical proposal into the contract.

EVALUATION CRITERIA

2. EVALUATION FACTORS AND SUB-FACTORS

2.1 The following evaluation factors and sub-factors will be used to evaluate each proposal. Award will be made to the offeror whose proposal is most advantageous to the Government, based upon an integrated assessment of the evaluation factors and sub-factors described below:

Factor One – Technical

Sub-factor One: Remanufacture Capability and Capacity
Sub-factor Two: Exchange Lead Time (ELT, Shipsets)
Sub-factor Three: Remanufacture Turn Around Time (RTAT, Sub-Components)

Factor Two – Price

Factor Three – Past Performance

2.2 Relative Importance of Factors and Sub-factors – The relative importance of each factor and sub-factor is as follows (in descending order of importance): First in importance is Factor One (Technical), second is Factor Two (Price) and Factor Three (Past Performance) is last in importance. Within the Technical Factor, the sub-factors are listed in descending order of importance. IAW FAR 15.304(e)(1), all evaluation factors other than price when combined, are significantly more important than price. In arriving at a best value decision, the Government reserves the right to give positive consideration, i.e., assign a strength, for technical merit in excess of the threshold requirements.

The KC-46 LG PBL Contract will be awarded to the offeror who represents the best overall value to the Government, based upon an integrated assessment (tradeoff) of Technical, Technical Risk, Price, and Past Performance.

2.3 Definitions – For purposes of this evaluation the following definitions will be used:

2.3.1 **Strength** – Is an aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

2.3.2 **Weakness** – Is a flaw in the proposal that increases the risk of unsuccessful contract performance.

2.3.3 **Significant Weakness** – Is a proposal flaw that appreciably increases the risk of unsuccessful contract performance.

2.3.4 **Deficiency** – Is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

2.3.5 **Team Member** – Is any critical subcontractor that will have program level responsibility and oversight whose, capability, certifications, or qualifications are utilized to satisfy the Technical Factor.

2.4 **FACTOR ONE, TECHNICAL -** The technical evaluation provides for two distinct but related assessments (Technical and Technical Risk). These two ratings impact the rating of each technical sub-factor.

2.4.1 **Technical Rating** - The Technical Rating provides an assessment of the quality and feasibility of the offeror's solution for meeting the Government's requirements.

2.4.1.1 Technical sub-factors One, Two, and Three will be evaluated and given a Technical Color Rating IAW Table 1A. An "Unacceptable" Rating IAW Table 1A for these sub-factors will render a proposal un-awardable.

2.4.1.2 Technical Risk Rating – A separate assessment of Technical Risk IAW Table 2 below, considers potential for disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance. An "Unacceptable" Rating IAW Table 2 for this assessment will render a proposal un-awardable.

Table 1A - Technical Color Ratings

Color	Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength.
Green	Acceptable	Proposal indicates an adequate approach and understanding of the requirements.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements.
Red	Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable.

Table 2 - Technical Risk Ratings

Rating	Description
Low	Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
Unacceptable	Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

2.5 FACTOR TWO, PRICE – A price evaluation will be performed for all offerors IAW Section 4 (Volume II – Factor Two, Price) of this document, and proposals will be evaluated based on a Total Evaluated Price (TEP).

2.6 FACTOR THREE, PAST PERFORMANCE – A past performance evaluation will be performed for all offerors. Past performance will be evaluated for Recency (IAW 5.3.1), Relevancy (IAW 5.4 and Table 4) and quality (IAW 5.5), and will receive an overall Performance rating based on the definitions in Table 3.

3. VOLUME I – FACTOR ONE, TECHNICAL

3.1 Sub-factor One, Remanufacture Capability and Capacity: This sub-factor is acceptable when it provides a remanufacture plan that thoroughly demonstrates experience and capability to remanufacture the entire 767-300F shipset, covering all processes from start to finish IAW TRD Appendix C, paragraph 2.0 - 2.18. The plan must also provide evidence that the offeror possesses facilities and equipment with the capacity to remanufacture Landing Gear shipsets IAW the TCI schedule (section J attachment 5). Evidence shall include:

3.1.1 A diagram that clearly illustrates the physical layout of the primary facility or facilities where the offeror proposes to perform remanufacture and the interior layout (including interior square footage) of each location. This diagram shall also provide evidence that the facility can accommodate all necessary equipment to satisfy the remanufacturing requirements.

3.1.2 Identification of the equipment the offeror will use to complete each remanufacturing process and demonstrate how that specific equipment will be used to meet the requirements of TRD Appendix C paragraph 2.0 Remanufacturing Process.

3.1.3 Proof of possession must be demonstrated through written documentation such as a lease agreement, property deed, etc. that demonstrates possession of the facilities for the life of the contract.

3.1.4 FAA compliance/Title 14 CFR Part Certified Repair Station.

3.1.5 Provide evidence of AS9110 certification.

In addition, the remanufacture plan must also comprehensively address the following areas:

3.1.6 Sourcing for all subcomponents required for remanufacturing while adhering to lead time requirements and guaranteeing parts availability including risk mitigation to absorb any supply inconsistencies.

3.1.7 Provide a description of the engineering approach for addressing parts or processes that are not in conformance with technical data criteria. The offeror must detail how engineering will assess the non-conformance, determine the appropriate corrective action, and ensure compliance with all applicable technical data and regulatory requirements.

3.1.8 Describe a plan and approach for meeting the Parts Control Program requirements detailed in TRD Appendix C, paragraph 2.4. In addition, explain how the offerors proposed Parts Control Program will fulfill the reporting and tracking requirements outlined in TRD Appendix C, paragraphs 2.4.1 and 2.4.2.

To exceed this sub-factor, the proposal must demonstrate a proactive, innovative, or value-added approach to remanufacture capability and capacity that goes beyond minimum requirements and provides clear advantages to the Government during contract performance.

This includes comprehensive approaches such as:

- Proactive capacity planning and optimization
- Innovative facility layout and workflow design
- Advanced sourcing and supply chain management
- Strategic engineering solutions

Additionally, proposals that identify and discuss differences between the 767-300F and -2C landing gear, demonstrating understanding of any additional equipment, support material, or spare parts required for the remanufacturing process and the associated risks and mitigation strategies, may be viewed as a strength.

3.2. Sub-factor Two, Exchange Lead Time (ELT, Shipsets): This sub-factor is acceptable when an approach demonstrates how the offeror will achieve the 82-day ELT metric for 767-300F shipset remanufacture, as outlined in TRD Appendix B, paragraphs 2.0 - 2.2. In addition, the following information is required:

3.2.1 A detailed description, schedule, and flow chart of the entire remanufacturing process, from the date the asset was received to final delivery.

3.2.2 Specific time intervals for; disassembly, cleaning, assembly, paint, plating, baking, inspection, stripping, NDI, machining, temper etch, functional test/check, and packaging/shipping.

3.2.3 Address any subcontracting efforts and associated timelines required to support the 82-day ELT.

3.2.4 Identify risk mitigation strategies for situations that may arise during the re-manufacturing process. (e.g. situations where a supplier is late, a machine is down, etc.).

3.2.5 A detailed and comprehensive transition plan demonstrating the ability to achieve full operational support within the specified timeframe (Minimum of 3 months) between contract award and the first shipset delivery date. This plan must ensure 100% supportability upon the delivery of the first shipset IAW with Appendix A paragraph 1.0 Phase–In.

This plan must specifically describe any manpower gaps to include a detailed staffing ramp-up plan, clearly state the existing manpower levels as a percentage of the total required workforce at the time of proposal submission and project the anticipated manpower percentage at the expected contract award date. Additionally, a clear breakout by position, outlining current staffing and the staffing required to achieve full supportability. Including all training of personnel, schedules, and estimated completion times to ensure all personnel are fully equipped to perform their duties by contract award.

The sub-factor is exceeded when the proposal clearly articulates and substantiates a proactive, innovative, and value-added approach that goes beyond simply meeting the minimum requirements. This may be achieved through clearly defined ELT reduction strategies, robust risk mitigation plans, and demonstrable continuous process improvement initiatives that will be advantageous to the Government during contract performance.

3.3. Sub-factor Three, Remanufacture Turn Around Time (RTAT, Sub-Components): This sub-factor is acceptable when an approach is provided that details and demonstrates a step-by-step process for meeting subcomponent RTAT, in accordance with TRD Appendix B, paragraphs 3.0 - 3.2. The approach must include a detailed description and flow chart of the complete remanufacturing process for each of the specified NSNs:

A. NSN: 1560-01-689-8315, P/N: 161T1133-1, MLG Tow Fitting Assembly
B. NSN: 1560-01-694-8122, P/N: 162T1400-1, NLG Torque Tube Support
C. NSN: 1620-01-655-8317, P/N: 161T1131-19, MLG Bogie Beam Assembly

The approach must also, for each NSN listed above:

3.3.1 Detail the time required for completion of each individual step within the remanufacturing process, starting from the initial asset receipt and concluding with the final delivery. The submission must also clearly indicate the overall proposed lead time for the entire process.

3.3.2 Identify any process constraints and how they will be overcome.

3.3.3 Identify where any subcontracting or shipping is performed.

3.3.4 Specifically describe each process required to remanufacture each NSN, to include all tooling, equipment, and material necessary for proper and complete re-manufacture. Also includes detailed descriptions for; disassembly, cleaning, assembly, paint, plating, baking, inspection, stripping, NDI, machining, temper etch, functional test/check, DCMA inspection, and packaging/shipping.

The sub-factor is exceeded when the offeror's approach reflects process and procedure improvements that will likely result in; improved asset availability, improved asset reliability, and significant long-term enhancements to sub-component remanufacture turnaround times.

4. VOLUME II – FACTOR TWO, PRICE

4.1 The criteria used for evaluation of the Price Factor will be (1) Completeness, (2) Reasonableness, (3) Balance, (4) Realism (if necessary), and (5) Total Evaluated Price (TEP). The TEP will be computed and provided to the Source Selection Authority (SSA) for award purposes only and does not become part of the contract at award. However, all proposed rates and elements used to calculate the TEP will be fixed and contractually binding.

4.2 Evaluation of potential Options shall not obligate the Government to exercise such Options.

4.3 Completeness: The Government will review the pricing submissions for completeness and compliance with Section L of the RFP. Incomplete price submissions may not be evaluated, and the proposal may be eliminated from the competition.

4.4 Reasonableness: For a price to be considered reasonable, it must represent a price to the Government that a prudent person would pay when consideration is given to prices in the market. Generally adequate price competition is sufficient to satisfy the requirement for ensuring price reasonableness. If adequate price competition is not obtained or if price reasonableness cannot be determined, additional information will be required to support the proposed price. All CLINs will be reviewed for price reasonableness IAW the techniques described in FAR 15.404-1.

4.5 Balance: Unbalanced pricing exists when, despite an acceptable TEP, the price of one or more line items is significantly overstated or understated as indicated by the application of analysis techniques such as those defined by FAR Part 15.404-1, Proposal Analysis Techniques. The Government will analyze proposals to determine whether they are unbalanced with respect to prices, disclosed elements of price, and separately priced line items in accordance with FAR 15.404-1. An offer may be rejected if the CO determines that the lack of balance poses an unacceptable risk to the Government.

4.6 Realism: The Government may, if necessary, conduct a price realism analysis IAW FAR 15.404-1, in order to measure the offerors understanding of the contract requirements and support the assessment of risk inherent to the proposed approach. If a price realism analysis is conducted, it will not result in any adjustment to the offeror's price.

4.7 Total Evaluated Price (TEP) will be comprised of the sum of the following:

4.7.1 The sum of the offerors proposed Annual Firm Fixed Price per Remanufacture for the 3 KC-46 LG shipset NSNs listed in the TEP worksheet (Tab 2, TCI Shipset Pricing) multiplied by Government derived notional TCI inductions.

4.7.2 The sum of the offerors proposed Annual Firm Fixed Price per Eaches, for all sub-component NSNs listed in the TEP worksheet (Tab 3, Sub-Component Pricing) multiplied by the notional demand quantities provided by the Government.

4.7.2.1 The government has set a Not To Exceed (NTE) Remanufacture Turn Turnaround Time (RTAT) for sub-component National Stock Numbers (NSNs). This RTAT, based on industry market research and comparable assets, is considered achievable. Offerors must propose their optimal RTAT for sub-component support. While the Offerors proposed RTAT will not be evaluated against price or subject to a price/RTAT trade-off during source selection, it is a required submission. Submissions must also include 1-year of pricing and corresponding quantity ranges, consistent with the examples and instructions provided in the Total Evaluated Price (TEP) Workbook. Upon contract award and successful completion of all source selection evaluation criteria, the awardee's proposed RTAT will be incorporated as the contractual commitment.

4.8 Notional NSN quantities will be established using descriptive statistics to derive realistic expectations from historical requirements data. An annual order simulation will apply fixed notional quantities to each priced item, the notional number for a given NSN will automatically populate to the appropriate quantity range. Notional numbers will be applied equally to all proposals.

4.9 Proposed Prices shall be fully burdened and include all direct costs, indirect costs (Overhead, General and Administrative, etc.) and profit necessary for the performance of the entire requirement.

4.10 A no price or an omitted rate may result in an incomplete price submission.

5. VOLUME III – FACTOR THREE, PAST PERFORMANCE

5.1 Evaluation Process: The past performance evaluation considers each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the KC-46 LG PBL solicitation requirements. In

conducting the past performance evaluation, the Government reserves the right to use both the information provided in the offeror's past performance proposal volume and information obtained from other sources available to the Government. Other sources include, but are not limited to: the Past Performance Information Retrieval System (PPIRS); Federal Awardee Performance and Integrity Information System (FAPIIS); Electronic Subcontract Reporting System (eSRS), or other databases; and interviews/questionnaires with Government personnel, e.g. Program Managers and Contracting Officers (COs), Defense Contract Management Agency (DCMA), as well as commercial sources.

5.2 The past performance evaluation results in an assessment of the offeror's probability of meeting the KC-46 LG PBL solicitation requirements. The past performance rating is based on the offeror's overall record of recency, relevancy, and quality of performance. For the past performance factor offerors will receive one of the performance ratings IAW Table 3 below.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 [a] [2] [iv]). Therefore, the offeror shall be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered acceptable.

Table 3 – Past Performance Acceptable/Unacceptable Method

Adjectival Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown (see note above).
Unacceptable	Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

5.3 When evaluating offeror's past performance, only recent and relevant past performance information will be considered.

5.3.1 Recency is defined as contract performance less than five years from the date of issuance of the solicitation.

5.4 Relevancy Assessment: The Government will conduct an evaluation of all recent performance information obtained to determine whether the products provided/services performed under those contracts relate to the technical sub-factors. For each recent past performance citation reviewed, the relevance of the work performed will be assessed for the Technical sub-factors. (However, all aspects of performance that relate to this acquisition may be considered). A relevancy determination of the offeror's past performance will be made based upon the aforementioned considerations, including all sub-factors identified in RFP Section J, Attachment 11 (Team List, Roles, and Responsibilities). In determining the relevancy of effort performed under individual past performance contracts, the Government will only consider the specific effort or portion consistent with that proposed by the prime, subcontractor or teaming partner. The Past Performance Information Sheets (PPISs) and information obtained from other sources will be used to establish the relevancy of past performance. The Government will use the following relevancy definitions when assessing recent contracts.

Table 4 - Relevancy Ratings

Rating	Descriptions
RELEVANT	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
NOT RELEVANT	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

5.5 Quality Assessment: The government will derive quality of performance from the results/level of success on previous contracts as outlined in the PPIS and other sources.

5.6 Assigning Ratings: As a result of the relevancy and quality assessments of the recent contracts evaluated, offerors will receive a past performance rating IAW Table 3. The Past Performance Evaluation Team will review all past performance, general trends, and usefulness of the information and incorporate these into the past performance rating. Although the past performance evaluation focuses on performance that is relevant to the Technical sub-factors, the resulting performance rating is made at the factor level and represents an overall evaluation of contractor performance. Past performance regarding predecessor companies, or subcontractors that will perform major or critical aspects of the requirement will be evaluated on an equal basis to the evaluation of the prime contractor's past performance.

6. VOLUME IV, CONTRACT DOCUMENTATION

6.1 This volume will be reviewed for completeness. The offeror's proposal shall include a signed copy of the SF 1449, Sections A through K, signed amendments to the solicitation (if any), and all other information required by Section L - ITO, Volume IV - Contract Documentation. An incomplete package may be excluded from the competitive range and award.

6.2 The proposal shall contain evidence of adequate financial resources. Acceptable evidence consists of a commitment or explicit arrangement that will be in existence at the time of contract award, to acquire the needed materials, equipment, personnel and other resources necessary to sustain operations.

7. SOLICITATION REQUIREMENTS, TERMS, AND CONDITIONS

7.1 Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or sub-factors. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale.

8. PRE-AWARD SURVEY

8.1 The Government may conduct a Pre-Award Survey (PAS) as part of this source selection. Results of the PAS (if conducted) will be evaluated to determine each Offeror's capability to meet the requirements of the solicitation.