

H-1 PROCESS AND CRITERIA FOR ISSUING TASK ORDERS

- (1) In accordance with contract clause 252.216-7006, "Ordering," a Procuring Contracting Officer (PCO) at Tinker AFB, the CFT Program Management Office (PMO), will issue task orders. The procedures in this clause shall be used for solicitation, negotiation, and award of individual task orders hereunder.
 - (a) Small Business Set-Aside Competition Pool (See H-2).
 - (b) Full and Open Competition Pool (See H-2).

- (2) Contractors who wish to be considered for award of a task order shall respond in accordance with the instructions in the FOPR and comply with FAR 16.505. Orders placed under this Multiple Award Indefinite Delivery/Indefinite Quantity (MAC IDIQ) contract will be competitively awarded using FAR 16.505(b)(1) fair opportunity processes.

Fair Opportunity: FAR 16.505(b) (1) provides that each contractor shall be given fair opportunity to be considered for each order exceeding \$10,000 and issued under multiple award contracts unless an exception exists under FAR 16.505(b)(2). The FAR states that the method to obtain fair opportunity is at the discretion of the CO and that the CO must document the rationale for placement and price of each order.

- (3) Unless otherwise determined by the PCO, the Contractor will not be required to submit mandatory proposals for every requirement. In the event that adequate competition (two or more proposals per the FAR) is not obtained following issuance of a FOPR, the Government may extend the proposal due date and require all contractors in the eligible competition pool to submit a proposal in response to the FOPR. Additionally, at the discretion of the PCO, the FOPR may require mandatory proposals for a particular site. An offeror's task order proposal shall be valid for at least 90 days from the closing date and time specified within the FOPR. The Contractor's proposal shall be furnished to the PCO within the timeframe specified in the FOPR.
- (4) For unusually large or complex task orders, the Government may offer site visits before or after issuance of the FOPR, at the expense of the Contractor.
- (5) At the discretion of the CFT PMO, a draft PWS and/or draft pricing sheet may be released and allow the offerors the opportunity for questions and answers.
- (6) FFP task orders will utilize a FFP Minimum Team Complement (MTC) as follows:
 - (a) FFP MTC is defined as "the minimum required quantity of personnel by skill set to ensure mission readiness and mitigate risk" as specified by the Government on each task order. The Government is the sole authority for determination of the FFP MTC. The Contractor shall meet and maintain the FFP MTC specified in each task order contract. Contractor will report FFP MTC compliance monthly (CDRL A003). Compliance with required FFP MTC will be documented by COR on the Contractor monthly performance evaluation, CFT Form 104, for that task order.
 - (b) The FFP MTC shall be considered met when the FFP MTC for the task order is fully manned on day one (1) of task order labor Period of Performance (PoP), unless otherwise specified in the Task Order PWS, and the FFP MTC remains fully manned for the entirety of the task order PoP. The requirement for the task order being fully manned on day one (1) of task order labor PoP will only apply when the award is made thirty (30) calendar days prior to PoP start for CONUS recomputed task orders OR 60 calendar days prior to labor PoP for new CONUS, or any OCONUS task orders. In the case of task orders awarded with less than 30 days CONUS or 60 days OCONUS, the FFP MTC specification shall be met when the FFP MTC is fully manned on the last calendar day of the first full month after award. For the purposes of the FFP MTC specification, "fully manned" is defined as having the FFP MTC required by the applicable task order assigned and ready to work. A FFP MTC is considered assigned when the worker is onsite and available to work. Assignment is measured by position only and is considered without regard to employment status or leave status of the Contractor's individual employees. Contractor is required to backfill any FFP MTC shortfall within 30 days of each assignment shortfall occurrence.
 - (c) Individual task orders shall state their specific FFP MTC specifications based on the criticality of the mission and/or specific skill sets or teams, which may result in a modified definition of "fully manned". This may include but is not limited to modified vacancy standards, modified or additional personnel availability standards by individual skill set or team, and on-call or response time requirements. Compliance with task order FFP MTC specifications will be measured monthly by review of the Contractor Monthly Report (CDRL A003), or if unavailable the Contractor Monthly Performance Evaluation as detailed on CFT Form 104 by the COR.
 - (d) Failure to comply with the required task order FFP MTC specification will require an offset payment to the Government for failure to meet task order FFP MTC specifications. Such offset will be calculated as follows: **days unmanned x 8 hours per day x task order hourly rate for vacant skill set = offset**. This calculation will be made for each individual skill set and then summed for the total monthly offset due to the Government. This offset is the sole remedy for failure to

meet FFP MTC specifications and is separate and distinct from other remedies for failure to perform task order assigned work.

(7) For purposes of preparing proposals, contractors should assume all task orders will require adequate site supervision as follows:

- (a) Each Contractor provide adequate supervision at each site IAW the task order PWS and other terms, conditions and instructions in the FOPR. Offerors on a task order will be required to submit a management plan with each task order proposal. The management plan shall clearly define, explain and quantify proposed Site Supervisors (indirect) as well as utilization of Team Leads (direct) for each site for the specific requirement.
- (b) Site Supervisors are defined as 'on-site, indirectly billed, overhead positions of the Contractor.' Site Supervisors will not count towards the team complement. Employees who spend a preponderance of their time performing non-maintenance per company internal specific activities are NOT considered Team Leads and shall not be billed as direct employees to the Government. Employees falling under that classification are considered management overhead.
- (c) Team Leads are defined as 'directly billed personal who spend a preponderance of their time performing hands on, maintenance related activities.' Team Leads may be used to "augment" supervision only and shall not be used in lieu of site supervisors unless paragraph "e" below applies. To qualify for the definition of Team Lead and be eligible as direct billed employees, a Team Lead must spend the preponderance of their time performing hands on, maintenance related activities. Since Team Leads are direct billed employees they may be counted towards the team complement. Any bonus or extra pay provided to Team Leads is considered a Contractor overhead expense and is not directly reimbursable by the Government.
- (d) The ratio between Site Supervisors vs. direct labor employees will be determined on each individual task order depending on mission needs.
- (e) For Small Teams (task orders with 25 or less FTEs), and at the Government's discretion, the FOPR may require offerors to use a Team Lead in lieu of a Site Supervisor. If so, the Team Lead would become the designated point of contact for the Government. In this case only, the Team Lead may perform up to a maximum of five hours per week of company-related administrative duties (i.e. time and attendance sheets, home office required reports, etc.) under direct billing rates.

(8) Each task order proposal shall include, at a minimum, the following:

- (a) Proposed pricing by CLIN, specific to the Government requested labor categories and hours. Rates proposed must be at or below the rates established in the Labor Category Rate Matrix " specified in the FOPR
- (b) For FFP task orders, a MTC IAW paragraph 6 above
- (c) Management plan IAW paragraph 7 above
- (d) Any additional input, as determined necessary by the PCO, and required by the FOPR.

(9) Offerors shall propose IAW with their rates established in the Labor Category Rate Matrix at the task order level. If a task order period of performance crosses either the basic period or an option period of the basic contract, contractors can expect the instructions for proposal preparation for the task order will clearly state how the rates will be evaluated. Any price proposal that contains rates that exceed any period requested in the FOPR will be ineligible for award unless otherwise specified by the PCO. In rare circumstances, the PCO may determine that it is in the best interest of both the Government and the Contractor to allow Contractors to exceed any established rates for a particular effort which will be clearly delineated in the instructions for proposal preparation for the task order.

(10) Each task order may utilize an FFP "transition in" or "transition out" CLIN as follows:

- (a) "Transition In" - each task order may utilize an FFP "transition in" CLIN, as determined by the PCO. All anticipated "transition in" costs shall be separately proposed under the designated "transition in" CLIN (0008, 1008, 2008...). "Transition in" costs will be evaluated as part of the total evaluated price of the task order. Example "transition in" costs may include (but are not limited to) all travel, per diem, training, tool shipments, lodging, on-site employee costs, etc. necessary to accomplish transitioning into the work site. Potential cost examples are meant as a guide only, as the Government cannot anticipate all costs a Contractor may encounter during transitioning into a site. "Transition in" should not include any direct labor costs (meaning "hands on" labor) planned to be incurred once performance begins. The Government may withhold payment of the "transition in" CLIN until the Contractor satisfies the terms of the initial manning requirements as defined in the task order.
- (b) "Transition Out" - each task order may utilize an FFP "transition out" CLIN, as determined by the PCO. All anticipated "transition out" costs shall be separately proposed under the designated "transition out" CLIN (0009, 1009, 2009...). "Transition out" costs will be evaluated as part of the total evaluated price of the task order. Example "transition out" costs may include (but are not limited to) all travel, per diem, training, tool shipments, lodging, etc. necessary to accomplish transitioning out of the work site. Potential cost examples are meant as a guide only, as the Government

cannot anticipate all costs a Contractor may encounter during transitioning out of a site. "Transition out" should not include any direct labor support costs incurred after the period of performance ends.

(11) Offerors shall use the most current CFT NWD (National Wage Determination) attached to the contract when developing task order proposals, unless otherwise stated by the PCO.

(12) Upon receipt of proposals, the Government will evaluate the proposals and award a task order to the successful offeror. The Government will issue task orders based on an integrated assessment in accordance with the evaluation criteria specified in the FOPR. Examples of evaluation criteria may include, but is not limited to, past performance, mission capability, price, management plan and minimum team complement.

(13) The FOPR will describe how the total evaluated price for that task order will be determined and will identify the evaluation criteria and relative weights the Government will use to determine which task order proposal represents the "best value" to the Government. The PCO may use past performance information to determine "best value" when awarding the task order. In order to retain past performance data, the Government will collect information from all CFT task orders on a monthly basis via CFT Form 104. This will be the primary method of past performance data collection; however, additional sources of information may be considered. If a past performance evaluation will be conducted in the individual FOPR, instructions and evaluation criteria will be provided at the task order solicitation level, as applicable. Any adverse performance information will be provided to the Contractor as it becomes available, and the contractor shall work with the Cognizant Contracting Officer and/or QAPC for resolution of the condition leading to the adverse performance report(s).

(14) The Government may reject any evaluated task order proposal that fails to adequately address a significant portion of the requirement or contract terms and conditions, or unreasonably high or unrealistically low in price. During evaluation, if the Government determines that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the applicable task it may not be considered for further evaluation. The Government may request data other than certified cost and pricing data to assist in this evaluation.

(15) The Government intends to award task orders without interchanges but reserves the right to conduct interchanges if necessary. Offerors are highly encouraged to submit their best offer in their initial proposal.

(16) Interchanges are the fluid exchange of information between the Contracting Officer and Offerors during the ordering process. The Government may conduct interchanges with some, none, or all offerors in its discretion. If needed, the Government reserves the right to request a formal proposal update resulting from interchanges. A formal proposal update may be in the form of change pages.

- a) The Government reserves the right to withdraw the FOPR at any time prior to award, meaning before or after the closing date for receipt of task order proposals. In the event the Government cancels a FOPR, the Government has no obligation to reimburse an offeror for any costs. This decision shall be final and conclusive and shall not be subject to the disputes clause or the Contract Disputes Act.

(17) The Contractor shall submit the task order proposals via electronic means. Electronic copies of the proposal shall be submitted in a readable format as specified in the FOPR. The email inbox designated in the instructions for proposal preparation for any FOPR is the only point of receipt and no other United States Government (USG) point of contact will be acceptable. Ultimately, it is the offeror's responsibility to submit a timely proposal and allow sufficient time for the proposal to clear the Agency's email servers.

(18) Task orders will be issued under this contract on a firm-fixed price (FFP), time and materials (T&M), or cost reimbursable (CR) basis, or any combination thereof, depending on the nature of the task order requirement. The Contractor shall not exceed the ceilings and/or estimated costs or allocated amounts without the approval of the Government. Any changes to the prices, ceilings, and/or estimated costs will be issued in writing by contract modification and shall be signed by the PCO.

(19) In the event a task order has a T&M CLIN, all T&M rates shall be proposed - -

- (a) at or below the rates established in the Labor Category Rate Matrix, Attachment 2 "Not-to-Exceed Rates" of the basic contract (unless otherwise specified in the FOPR); and (b) in accordance with - -
 - a) DFARS 252.216-7002 Alternate A, "Time and Materials / Labor Hour Proposal Requirements – Other Than Commercial Item Acquisition with Adequate Price Competition (Jan 2023)," incorporated by reference into the award,
 - b) FAR 52.216-29, "Time and Materials / Labor Hour Proposal Requirements – Other Than Commercial Acquisition with Adequate Price Competition (Nov 2021)," incorporated by reference into the award, and
 - c) if applicable, FAR 52.216-30, "Time and Materials / Labor Hour Proposal Requirements – Other Than Commercial Item Acquisition without Adequate Price Competition (Nov 2021)," also incorporated by reference into the award.

(20) In the event the Government selects the Contractor to perform a task order where local state laws mandate overtime and double-time payments in conflict with the terms and conditions of this contract, the parties hereby agree to the following:

(a) If these conditions were present prior to issuance of the applicable FOPR, the Contractor shall enter into negotiations with the Administrative Contracting Officer (ACO) or Procuring Contracting Officer (PCO) to establish overtime/double-time rates prior to issuance of award of the task order.

(b) If these conditions were not present prior to issuance of the applicable FOPR, the Contractor may submit a request for equitable adjustment, or the Contractor may enter into negotiations with the ACO or PCO to establish overtime/double-time rates if determined to be in the best interests of the government.

(21) The Government may establish options on individual task orders issued hereunder. The price proposal shall consist of the offeror's price to accomplish the basic requirements as defined in the performance work statement (PWS). The price proposal shall also include the offeror's price to accomplish each option as applicable. Options will be evaluated IAW 52.217-5, Evaluation of Options (Jul 1990) incorporated by reference into the award and by the evaluation criteria stated in the FOPR. Evaluation of options will not obligate the Government to exercise the option(s). In the event an option is exercised, a contract modification will be issued to the task order.

(22) Task orders shall be issued in writing using DD Form 1155. All subsequent modifications shall be issued in writing using SF Form 30.

(23) The Contractor shall be given a minimum of 72 hours (inclusive of weekend and holidays) to provide a response to the FOPR unless the Contracting Officer documents the file with justification as to the urgent situation which did not allow for the required notice; however, a Contractor's initial response may be considered their final offer, and once a response has been received from all basic contract awardees, the Contracting Officer may proceed with the task order selection process.

(24) Upon receipt of any task order issued hereunder, the Contractor shall furnish to the Government the services, materials, and data required at the price set forth in the task order.

(25) The Contractor is not authorized to commence performance prior to issuance of the task order without the PCO's written permission.

(26) Remedies for Breach by the Government: Contractor's sole and exclusive remedy for breach by the Government shall be termination for convenience damages, task order proposal preparation costs, task order award, and/or reinstatement if deemed feasible by the Government in its sole discretion. In no event shall the Government be liable to the Contractor for expectancy damages, including but not limited to lost profits, or consequential damages resulting from breach of this contract.

(27) The Contractor shall employ skilled and qualified employees as stated in Attachment A of the PWS. Attachment A utilizes job descriptions for each classification taken from the latest version of the Service Contract Act Directory of Occupations. Individual Task Order PWS may amend Attachment A to state additional experience requirements for the various skills classification depending upon criticality and specific needs.

H-2 COMPETITION POOLS

(a) **Small Business Set-Aside Competition Pool.** This contract has been awarded as a "partial set aside" as defined in 13 CFR Part 125.1. The Government will set aside task orders that it estimates will require contractor staffing less than 100 Full-Time Equivalents (FTEs) for work to be performed within the Continental United States (CONUS) and those that it estimates will require less than 50 FTEs outside the CONUS (OCONUS). For set aside task orders, the PCO will solicit task order proposals from only those small businesses that have self-certified themselves under the terms of this contract.

(b) **Full and Open Competition Pool.** Task orders that exceed the partial set-aside standards defined in subparagraph (a) will not be set aside. For task orders that the Government estimates will require contractor staffing in excess of the automatic partial set-aside standards, the PCO will solicit task order proposals from all the contractors (small and large business) who successfully submitted a proposal in response to the non-set-aside portion of the solicitation that resulted in this contract.

H-3 SHIFT DIFFERENTIAL & PREMIUM PAY

(a) Shift Differential:

(1) IAW "PROCESS AND CRITERIA FOR ISSUING TASK ORDERS", the FOPR will detail specifically how the total evaluated price for that task order will be determined. The PCO will detail in the task order solicitation the Government's intention and/or expectations for shift differential. This includes how the PCO intends to evaluate shift differential requirements. This requires the Contractor to propose shift differential accordingly based on task order

requirements. Offerors shall propose all shift differentials IAW with their rates established in the Labor Category Rate Matrix, at the task order level. . Shift differential pay shall be included in the Contractor's rates proposed at the task order level; or

(2) IAW "PROCESS AND CRITERIA FOR ISSUING TASK ORDERS", the FOPR will detail specifically that the Contractor shall not include shift differential when developing task order rates, but rather, the Government will increase the billable rates as follows:

(i) "Straight time" rates will be increased \$_____ per hour (CONTRACTOR FILL IN)

(ii) "Overtime" rates will be increased \$_____ per hour (CONTRACTOR FILL IN)

(3) If a shift differential requirement is unknown prior to task order award, but becomes known post award, payment for shift differential shall be reimbursed IAW with paragraph "2" above, specifically section "i" and "ii."

(4) Examples of shift differential work, that require a shift differential rate as described herein, may include, but are not limited to, night work, second shift or third shift. Payment for shift differentials shall only be for actual hours work.

(b) Premium Pay:

(1) Contractors may determine that certain skills require a premium incentive pay. Examples of premium pay include, but are not limited to, shipboard pay, flight deck pay, Collateral Duty inspector (CDI), Collateral Duty, Quality Assurance (CD/QAR), ordnance handling, personnel responsible for Aircrew Egress Systems, Aircrew Life Support Systems and Test Cell Operators. Premium pay is a matter of agreement between the Contractor and the employee. Premium pay shall be included in the Contractor's proposed NTE rates as well as included in rates proposed at the task order level.

H-4 GOVERNMENT PROVIDED SUPPORT AT GOVERNMENT OPERATED LOCATIONS

(a) Base support may be provided by the Government to the Contractor in accordance with this provision. Base support may include Government-controlled working space, material, equipment, services (including automatic data processing any Government communications systems for official business), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Government installation where this contract shall be performed. This support may include, but is not limited to, required safety equipment that is not common to the specialty of work (this excludes standard/common Personal Protective Equipment (PPE)) as defined in Basic Contract PWS, para 5.1.2) and other occupational support and training on Government equipment and systems related to the requirement where this support is available.

If this support is not available through Government sources, this support may be provided by Contractor Acquired Parts/Services and Material/Non-Materials. Contractor acquired parts (CAP) and Contractor acquired services (CAS) CLIN (0003, 1003, 2003...) is the utilization of funds to obtain CAP and CAS not available through normal Government channels for the FFP CLIN'(s) (0001, 1001, 2001...), (0002, 1002, 2002...), (0008, 1008, 2008...) and (0009, 1009, 2009...) it supports. Contractor acquired material and non-material CLIN (0006, 1006, 2006...) is the utilization of funds to obtain material and non-material not available through normal Government channels for the time and material CLIN'(s) (0004, 1004, 2004...) and (0005, 1005, 2005...) it supports. The utilization of CAP/CAS and material and non-material are subject to the following:

- (i) validated in advance by the COR and then subsequently authorized by the ACO or PCO;
- (ii) not furnished by the Government and;
- (iii) required for performance of or incidental to work

The request for CAP/CAS and material and non-material will be validated by the COR as being directly incidental to the work being accomplished and that the material cannot be procured timely through Government supply channels prior to the submission to the ACO or PCO for approval. The ACO retains overall responsibility for CAP/CAS and material and non-material purchase requests. The ACO will be responsible for providing instructions to the Contractor in processing these requests.

The PCO may specifically delineate certain items specific to base support, at a particular Government location in the task order FOPR and/or PWS. The PCO will state in the FOPR and/or PWS for the specific requirement the Government pricing/Contractor proposal expectations for that particular base support item. All Government property in the possession of the Contractor, provided through the base support clause shall be used and managed in accordance with the Government Property clauses.

(b) The Government may provide to the Contractor weapons systems and/or support equipment required in the performance of all labor CLINs together with all kits, equipment, parts and material to be installed in such weapon systems and/or support

equipment in the performance of the work requirements of any task order issued hereunder. The Government may also provide all fuel, oil lubricants and coolants associated with contractual services. The Government may also provide facilities and equipment such as, but not limited to, access to telephone, electric power, compressed air, hydraulic equipment, testing equipment and facilities, fall protection (IAW OSHA General Industry Standard 29 CFR Part 1910), work stands, (both fixed and/or portable type), work space, including laboratory facilities and maintenance and area security. In addition, the Government may accomplish preparation of the weapon systems and/or support equipment for Contractor's services including, but not limited to, moving, mooring, towing, or requirements concerning the shifting of weapon systems and/or support equipment from time to time unless otherwise specified in the task order.

- (c) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.
- (d) The Contractor agrees to immediately report (with a copy to the cognizant Contract Management Office (CMO)) inadequacies, defective Government-Furnished Property (GFP), or non-availability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not be purchased under this provision. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the provision (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.
- (e) The Government support to be furnished under this contract will be listed in the PWS and/or FOPR. Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this provision.
- (f) When this contract is a cost-reimbursement or time-and materials the Contractor agrees that in the performance of this contract or any major subcontract, no direct or indirect costs for property will be incurred if the Government determines that property is available at, or through any Government installation where this contract shall be performed.

H-5 OVERTIME, SURGE and OVER AND ABOVE PROCEDURES

- (a) Overtime CLIN (0002, 1002, 2002... or 0005, 1005, 2005...) covers work beyond the normal shift and weekends for the FFP CLIN (0001, 1001, 2001...) or T&M CLIN (0004, 1004, 2004...) whichever it supports. Overtime is defined as any time worked in excess of 40 hours in a single work week. (With the exception being any labor performed in California, work exceeding 8 hours in a single workday is considered overtime (1 ½ times the employee's wages). Work in excess of 12 hours in a single workday constitutes 2 times the regular pay rate. Additionally, CBA terms and conditions could be considered exceptions to the CA State Law (CA Labor Code Sections 510-517) if an alternate work schedule was presented and voted on by the employees.) No additional hours of overtime may be worked without express written authorization for each hour worked. Contractors are required to submit overtime requests to the on-site Contracting Officer Representative (COR) who will verify the need and validity of the request. Once verified, the COR will forward the request to the Adminstrating Contracting Officer (ACO) or Procuring Contracting Officer (PCO) for approval which will be subject to a case-by-case determination.

Overtime hours will be negotiated by the ACO which will then be multiplied by the contract fixed hourly rate for overtime as established in the individual task order. The number of labor hours required shall be negotiated and definitized between the Contractor and the ACO. Prior to submitting to the ACO, the Contractor should coordinate the overtime request with the COR.

- (1) The prices for over and above fixed-price items do not include any payment for Contractor furnished direct parts and materials which are priced in accordance with CLIN 0003, 1003, 2003... (Contractor Acquired Property (CAP) and Contractor Acquired Services (CAS)).
- (2) Fixed-Price Items: Payment shall be at the fixed-price listed for each item.
- (3) Negotiated Item: The price negotiated by the ACO shall be based on "hands on" labor hours multiplied by the contract fixed hourly rate (not to exceed the rates established for direct labor in the individual task orders issued hereunder). The number of "hands on" labor hours required shall be negotiated and definitized between the Contractor and the ACO. Prior to submitting to the ACO, the Contractor should coordinate the Over and Above request with the COR. "Hands on" labor hours to be used in negotiating fixed hourly rate items are restricted to those defined in paragraph (7) below. The fixed hourly rate includes charges for: "hands on" labor cost; any labor cost not included in the definition of "hands on" labor for which the Contractor accounts as direct labor; burdens; general and administrative expenses; and other allowable costs and profit. The fixed hourly rate does not include direct parts and materials.
- (4) At any time during the contract performance, when sufficient data becomes available on a repetitive task being performed in the fixed hourly rate category, either the Contractor or the Procuring Contracting Officer (PCO) may request a

negotiation to establish a firm fixed-price (fixed-price) for that item for the remaining life of the contract. The ACO shall advise the PCO of all such agreements so changes can be incorporated in the periodic contract modifications.

- (5) For the purpose of negotiating prices for the fixed hourly rate Items, the “hands on” labor hours to which the fixed hourly rate is applied are limited to only that labor performed by personnel actually engaged in the direct performance of work required. “Hands on” labor shall not include any labor performed by support or supervisor type personnel, such as, but not limited to: timekeepers, payroll clerks, purchasing, materials handling, quality control, storing and issuing personnel. Quality control personnel are considered as those personnel who apply standards to finished work/products to determine that finished production work is serviceable in all respects.

H-6 SMALL BUSINESS RECERTIFICATION TO LARGE BUSINESS

(a) FAR 52.219-28, Post-Award Small Business Program Re-Representation details the Governments expectations for Small Business representation.

(b) A CFT Small Business Contractor must re-represent its size status IAW the size standard associated with NAICS Code 336411 within the time frames listed in FAR 52.219-28(b)(3)(i). After re-representation, small businesses who have exceeded the size standard for the CFT Small Business Set-Aside Competition Pool will no longer be eligible to receive FOPRs nor compete for any new CFT task orders within the Small Business Set-Aside Competition Pool. Therefore, Option Period II will not be exercised for those businesses. Affected businesses will still continue to perform on task orders awarded before re-representation until the task order(s) expire.

(c) At any time that a business in the Small Business Set-Aside Competition Pool re-represents that they have exceeded the size standard per FAR 52.219-28(b)(1) or (2), they will no longer be eligible to receive FOPRs nor compete for any new CFT task orders within the Small Business Set-Aside Competition Pool; however, they will be automatically put into the Full and Open (F&O) Competition Pool once they re-represent. Affected businesses will still continue to perform on task orders awarded before re-representation until the task order(s) expire.

(d) Small businesses who are in the F&O Competition Pool (i.e., who successfully submitted offers on the non-set-aside portion of this contract) will still be allowed to compete for task orders within the F&O Competition Pool regardless of whether or when they exceed the size standard on this contract.

(e) Small businesses who are no longer eligible to compete for new set aside task orders in the Small Business Set-Aside Competition Pool because they exceeded the size standard pursuant to paragraph (b) or (c) of this clause may be allowed to “on ramp” into the CFT Full and Open Competition Pool per clause H-7 if the Contracting Officer determines, in his or her sole discretion, that it is in the Government’s best interest to do so in order to enhance the competitive environment of the F&O Competition Pool.

H-7 ON-RAMPING

(a) The Government reserves the unilateral right to reopen competition or “on-ramp” additional contractors in either competition pool at any time during the term of the contract. The Government may choose to on-ramp any number of new awardees when the Contracting Officer determines it is in the Government’s best interest to do so in order to enhance the competitive environment of task order (TO) solicitations under the originally awarded IDIQ contracts. This may be due to any reason, including the lack of robust competition for FOPRs or a shrinking of the competitive pool of original effective IDIQ awardees under this solicitation.

(b) When an on-ramp is used, the Government will advertise the reopening of the competition on SAM.gov, and awardees shall meet the criteria established in the initial CFT solicitation; this includes all evaluation criteria. The evaluation and selection of awardees for any on-ramp will be exactly the same as the evaluation and award criteria used for the CFT initial basic contract awards. The anticipated number of awards for any small business and F&O pools of competition will be announced in the reopening announcement posted to SAM.gov. Any new awardees will compete with any existing or remaining Contractors for all task orders in the appropriate competition pool.

(c) The reopened solicitation may contain additional or updated clauses that were revised since the initial solicitation. In the event an “on ramp” is used, Contractors with existing basic contracts within the applicable competition pool will be notified of any clause additions or updates which will be incorporated via a bilateral modification.

(d) Any additions due to on-ramps will not impact the \$7.009B CFT LASR contract maximum and the ordering period for new awardees will not exceed the overall maximum term of the original ID/IQ contract, including options (i.e., will not extend past the dates established at initial award).

(e) The Government will not consider unsolicited requests for addition to either or both of the competition pools.

H-8 OFF-RAMPING

(a) CFT reserves the unilateral right to Off-Ramp non-performing Contractors. Contractors that are Off-Ramped will have no active task orders under either competition pools at the time of the Off-Ramping. The Off-Ramp process under an IDIQ contract encompasses several methods by which the Government may exercise its right to remove a contractor from the pool of effective IDIQ contract awardees. The Off-Ramp methods include, but are not limited to:

- (1) PCO determines that exercising of Option I or Option II is not in the Government's best interest, therefore, allowing the Contractor's contract term to expire.
- (2) Debarment, suspension, or ineligibility as defined in FAR Subpart 9.4501-1, 9.405-2.
- (3) Termination as defined in FAR Part 49.402, 49.403.

(b) Remedies for Breach by the Government: Contractor's sole and exclusive remedy for breach by the Government shall be termination for convenience damages, task order proposal preparation costs, task order award, and/or reinstatement if deemed feasible by the Government in its sole discretion. In no event shall the Government be liable to the Contractor for expectancy damages, including but not limited to lost profits, or consequential damages resulting from breach of this contract.

H-9 Teaming/Cross-Teaming

Teaming/subcontracting/joint-venture/mentor-protégé instructions:

(a) Cross-Teaming defined for the CFT acquisition: A cross-teaming arrangement is when Company ABC wins a prime contract and subsequently teams/subcontracts (as defined in FAR 9.601) with Company XYZ. At the same time, Company XYZ wins another prime contract and subsequently teams/subcontracts with Company ABC.

- (1) For this acquisition limited cross-teaming will be allowed. If a company is awarded a prime contract in one competition pool (either full and open (F&O) or small business) it is allowed to be on one other cross-team in the other competition pool. This means companies within CFT are allowed to be on a maximum of 2 cross-teams.

The following limited cross-teaming scenario would be allowed:

Large business ABC wins a prime contract in the F&O competition pool and has teamed/subcontracted with small business XYZ. These same two companies are allowed to team/subcontract in the small business competition pool. Should small business XYZ win a prime contract in the small business competition pool, it is allowed to team/subcontract with large business ABC. At this point, these two companies can no longer be on any other cross-teams.

The following two cross-teaming scenarios would NOT be allowed:

Large business ABC wins a prime contract in the F&O competition pool and has teamed/subcontracted with small business XYZ. Should small business XYZ win a prime contract in the F&O competition pool, it cannot team/subcontract with large business ABC in the same competition pool (here, F&O).

Small business ABC wins a prime contract in the small business competition pool and teams/subcontracts with small business DEF. Should small business DEF win a prime contract in the small business competition pool, it cannot team/subcontract with small business ABC in the same competition pool (here, small business).

(b) Possible Business Arrangements:

- (1) Teaming Partner (T): two companies proposing under a contract teaming arrangement agreement. To enter into a teaming arrangement agreement, the Offeror must provide a contract teaming arrangement agreement signed by all team members. This contract teaming arrangement agreement must state each member of the team will conduct business under one composite rate for each job classification. Each contract teaming arrangement agreement must also state all team members must operate under one billable hourly rate at the task order level. Team members will not have their own composite rates, nor separate billable hourly rates at the task order level.
- (2) Subcontracting Arrangement (S): for the CFT acquisition is your typical prime/sub relationship. FAR 52.219-14 is included in this IDIQ contract. The "At least 50%" requirement within the clause may be met by an affiliation of small businesses, provided each member of the affiliation meets the small business size standard. Additionally, prime/subcontracting arrangements must adhere to DFARS 252.216-7002, "Alternate A, Time and Materials / Labor Hour Proposal Requirements – Other Than Commercial Item Acquisition with Adequate Price Competition (Jan 2023)" for task order proposals when T&M CLIN's are required.
- (3) Joint-Ventures (JV): will be allowed under this acquisition, FAR 4.102(d) applies. The Government views joint-ventures the same as teaming partner.

(4) Mentor/Protégé (MP): will be allowed under this acquisition, under the rules set forth in 13 CFR 124.520.

Post-award management of teaming/subcontracting/joint-venture/mentor-protégé agreements:

(c) Post-award, a Contractor may add subcontractors and/or teaming partners. Any addition or replacement of a CFT contract team's subcontracting/teaming arrangement shall first obtain Contracting Officer approval.

(d) Contracting Officer approval of additions or replacements in subcontractor/teaming arrangements will be based on the following:

- (1) The proposed subcontractor/teaming addition or replacement is not currently aligned with another CFT contract team in the same competition pool. Additionally, the proposed subcontractor/teaming addition or replacement has not reached the maximum two team limit. If the Government determines either of these conditions is present, the proposed teaming/subcontracting addition or replacement will be denied. If a proposed subcontractor does not have a prime contract in either competition pool, this criterion does not apply.
- (2) The proposed subcontractor/teaming addition or replacement is not currently shown as suspended or debarred in the Excluded Parties List System (EPLS). The Contracting Officer will deny any addition/replacement requests, should the proposed subcontractor/teaming addition or replacement show as suspended or debarred.
- (3) The following "Teaming/Subcontracting List" will be incorporated as an attachment (Section J) to each successful Contractor's prime contract. If the contracting officer approves additions or replacements IAW the above criteria, the subject Contractor's prime contract will be modified to include an updated list.

Teaming/Subcontracting List

Primary/Prime Contractor

Designation*	Cage Code	Small or Large Business
PRIME		

Subs/Teaming Contractor(s)

Designation*	Cage Code	Small or Large Business
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OFFEROR FILL IN INFORMATION (IF APPLICABLE)

***Possible Business Arrangement(s): Teaming Partner = T; Subcontractor = S; Mentor = M; Joint Venture = JV; Protégé = P. One of these codes must be designated in the chart above if utilized.**

H-10 Unilateral MTC Increase or Decrease by up to 25%

(a) The government reserves the right to increase or decrease the total MTC by up to 25% during the period of labor performance to include any options. The 25% change is based on any listed MTC contained within the task order PWS.

Example 1. MTC for entire term of task order and all options is 20 personnel. The government can increase MTC up to 25 personnel or down to 15 personnel.

Example 2. MTC for basic PoP is 20 personnel, Option 1 and 2 states can retain the original 20 personnel or a pre-identified option to increase MTC to 24 personnel. Provided the 24 person MTC option has been exercised, the government can increase the MTC up to 30 personnel, $(24 * 125\% = 30)$.

Example 3. MTC for basic PoP is 20 personnel, Option 1 and 2 states can retain the original 20 personnel or a pre-identified option to decrease the MTC to 16 personnel. Provided the 16 person MTC option has been exercised, the government can decrease the MTC down to 12 personnel, $(16 * 75\% = 12)$.

(b) The Contractor shall have a period equal to the transition-in period to achieve any increase or decrease in the MTC. Monthly manning metrics will not be scored to the changed MTC until the end of this time period.

(c) Any increase of MTC under this provision may add any skill code listed on the original task order PWS Attachment A, utilizing the NWD pricing current at the time of the MTC increase.