OASIS SM

One Acquisition Solution for Integrated Services

OASIS SMALL BUSINESS CONTRACT (POOL 5a)
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OASIS SB
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PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. BACKGROUND

One Acquisition Solution for Integrated Services – Small Business (OASIS SB) is designed to address agencies' need for a full range of service requirements that integrate multiple professional service disciplines and ancillary services/products with the flexibility for all contract types and pricing at the task order level.

OASIS SB is a family of 7 separate Government-wide Multiple Award, Indefinite Delivery, Indefinite Quantity (MA-IDIQ) task order contracts that span 29 North American Industry Classification System (NAICS) Codes and 6 NAICS Code Exceptions under the economic subsector 541, Professional, Scientific, and Technical Services.

Each of the 7 separate MA-IDIQ task order contracts will be individually referred to as "Pools" within OASIS SB. This OASIS SB MA-IDIQ task order contract falls under Pool 5a in accordance with Section H.4.1.

The services to be provided under OASIS SB are intended to meet the professional service mission requirements of all Federal agencies, including all organizations within the Department of Defense (DoD) and National Security Community.

The scope of professional services under OASIS SB is defined in Section C.

B.1.1. Authority

The Administrator of the U.S. General Services Administration (GSA) is specifically authorized to purchase supplies and non-personal services on behalf of other agencies under the Federal Property and Administrative Services Act (40 U.S.C. 501).

The authority for the award and administration of OASIS SB and the delegation of authority for the award and administration of task orders under OASIS SB are defined in Section G.

Hereafter, the "OASIS SB Contracting Officer" will be referred to as the "OASIS SB CO" and the "Ordering Contracting Officer" at the task order level will be referred to as the "OCO".

B.1.2. Economy Act

In accordance with FAR 17.502-2(b), the Economy Act does <u>not</u> apply to task orders awarded under OASIS SB under the authority of 40 U.S.C. 501.

B.1.3. Contract Type

OASIS SB is a family of Multiple Award, Indefinite Delivery, Indefinite Quantity (MA-IDIQ) task order contracts for Government-wide professional service-based requirements which is available for use by all Federal agencies and other entities as listed in the current General Services Administration (GSA) Order, OGP 4800.2I, Eligibility to Use GSA Sources of Supply and Services.

OASIS SB allows for all contract types at the task order level (e.g., Cost-Reimbursement (all types), Fixed-Price (all types), Time-and-Materials, and Labor-Hour). Task orders may also combine more than one contract type (e.g., FFP/Cost, FFP/Labor Hour etc.). Additionally, task orders may include incentives, performance-based measures, multi-year or option periods, and commercial or non-commercial items.

B.1.4. Minimum Guarantee and Maximum Ceiling

The minimum guarantee is $2,500 for each OASIS SB Contractor that does not obtain a task order award for the term of OASIS SB, including Option I, if exercised.

The minimum dollar limitation for an individual task order must exceed the Simplified Acquisition Threshold as defined in FAR Subpart 2.101, as amended. There is no maximum dollar ceiling for each individual task order placed under OASIS SB. An unlimited number of task orders may be placed under OASIS SB for the term of OASIS SB, including Option I, if exercised.

There is no maximum dollar ceiling for OASIS SB, including Option I, if exercised.

B.1.5. Contract Access Fee (CAF)

GSA operating costs associated with the management and administration of OASIS SB are recovered through a CAF. The CAF is a percentage of the total task order amount invoiced and the CAF percentage is set at the discretion of GSA. GSA maintains the unilateral right to change the percentage at any time. See Section G.3.1. for more details regarding CAF.

B.2. TASK ORDER PRICING

OASIS SB provides all Federal agencies the flexibility to determine fair and reasonable pricing tailored to the ordering agency's requirement dependent upon level of competition, risk, uncertainties, complexity, urgency, and contract type. The OCO has the authority and responsibility for the determination of cost or price reasonableness for their agency's task order requirements. Adequate price competition at the task order level, in response to an individual requirement, establishes the most accurate, fair, and reasonable pricing for that requirement.

The OCO must identify the applicable contract type for all CLINs in each OASIS SB task order.

B.2.1. Standardized Labor Categories

OASIS SB provides standardized labor categories that correspond to the Office of Management and Budget's (OMB) Standard Occupational Classification (SOC) for which the Bureau of Labor Statistics (BLS) maintains compensation data.

In accordance with Section J.1., Attachment (1), all of the OASIS SB standardized labor categories are either an individual labor category that is mapped to a single SOC and functional description or a labor category group that is mapped to multiple SOC Numbers and functional descriptions. The OASIS SB labor category groups were established based upon BLS published data regarding similar direct labor compensation within a grouping of multiple SOC numbers and functional descriptions.

The OCO must specifically state in the task order solicitation if the standardized labor categories in Section J.1., Attachment (1) apply or do not apply. OCOs will be trained by GSA in the use of the SOC direct labor pricing estimates for their task order requirements, which incorporates pricing considerations for over 640 metropolitan and non-metropolitan areas in the CONUS and US territories.

The Contractor shall become proficient in the use of the BLS SOC system in preparation for submitting cost/price proposals under task order solicitations that require standardized labor category submissions in accordance with Section J.1., Attachment (1).

For each SOC, the BLS provides a National 50th Percentile estimate, a National 75th Percentile estimate, and a National 90th Percentile estimate. Also identified are the states where each occupation is paid the highest. While not identified on the BLS website, the BLS provides a 50th Percentile estimate, a 75th Percentile estimate, and a 90th Percentile estimate for each SOC in each state, metropolitan, and non-metropolitan area in the United States. This information will be incorporated into a labor estimating tool to be provided to OCOs and Contractors on the official GSA OASIS SB webpage at http://www.gsa.gov/oasis.

Except for ancillary labor as defined under Section B.3., when responding to a request for proposal under task order solicitations, regardless of contract type, the Contractor may be required by the OCO to identify both Prime and Subcontractor labor using the OASIS SB Labor Categories and corresponding SOC Number that applies. The Contractor may deviate from the Junior, Journeyman, Senior, and Subject Matter Expert (SME) definitions in Section J.1., as long as the Contractor clearly identifies the deviation in their proposals. Additionally, the following qualification substitution chart applies:

Bachelor's Degree	6 years' work experience may be substituted for a bachelor's degree	Associate degree plus 4 years' work experience may be substituted for a bachelor's degree
Master's Degree	12 years' work experience may be substituted for a master's degree	Bachelor's Degree plus 8 years work experience may be substituted for a master's degree
Doctorate's Degree	20 years' work experience may be substituted for a Doctorate's Degree	Bachelor's Degree plus 16 years work experience, or a Master's Degree plus 12 years work experience may be substituted for a Doctorate's Degree

B.2.2. Fixed Price Task Orders

Fixed price is defined under Federal Acquisition Regulation (FAR) Subpart 16.2, Fixed-Price Contracts, and other applicable agency-specific regulatory supplements.

B.2.3. Cost Reimbursement Task Orders

Cost Reimbursement is defined under FAR Subpart 16.3, Cost-Reimbursement Contracts, and other applicable agency-specific regulatory supplements.

The Contractor shall have and maintain an acceptable accounting system that will permit timely development of all necessary cost data in the form required by the proposed contract type.

The Contractor may be required to submit a cost proposal with supporting information for each cost element, including, but not limited to, direct labor, fringe benefits, overhead, general and administrative (G&A) expenses, facilities capital cost of money, other direct costs, and fee consistent with their cost accounting system, provisional billing rates, and forward pricing rate agreements.

Cost Reimbursement task orders shall only be used for the acquisition of non-commercial items.

B.2.4. Incentive Task Orders

Incentives are defined under FAR Subpart 16.4, Incentive Contracts, and other applicable agency-specific regulatory supplements.

B.2.5. T&M and L-H Task Orders

Time and Materials (T&M) and Labor Hour (L-H) is defined under FAR Subpart 16.6, T&M and L-H Contracts, and other applicable agency-specific regulatory supplements.

The Contractor may provide separate and/or blended loaded hourly labor rates for prime Contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate in accordance with the provisions set forth in FAR 52.216-29, DFARs 252.216-7002, FAR 52.216-30, or FAR 52.216-31. The OCO must identify which provision is applicable in the task order solicitation and the Contractor must comply with the provision.

T&M and L-H task orders require labor categories and their associated rates to be identified in the task order award document.

Ancillary subcontract labor shall be proposed and awarded as Materials in accordance with FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts.

B.2.5.1. Ceiling Rates for T&M and L-H Task Orders

When preparing solicitations for T&M and/or L-H task order Contract Line-Item Numbers (CLINs), the OCO must select one of the following provisions in the task order solicitation.

1. FAR 52.216-29 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition with Adequate Price Competition
2. FAR 52.216-30 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition Without Adequate Price Competition
3. FAR 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition

For organizations within DoD, when selecting FAR 52.216-29, the OCO must also select DFARs 252.216-7002, Alternate A.

When the provision FAR 52.216-30,Time-and-Materials/Labor-Hour Proposal Requirements--Non Commercial Item Acquisitions Without Adequate Price Competition is selected or; FAR 52.216-31, Time-and-Materials/Labor-Hour Proposal Requirements--Commercial Item Acquisition is selected and there is an exception to fair opportunity, OASIS SB establishes maximum allowable labor rates in the form of fully burdened ceiling rates for all professional, non-ancillary, CONUS, T&M/L-H labor for both Government and Contractor Sites. Based on the specific task order requirements, the OCO is authorized to exceed the OASIS SB ceiling rates for those labor categories that include Secret/Top Secret/SCI labor and/or OCONUS locations, if necessary.

The ceiling rates do not apply when the provision FAR 52.216-29 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition with Adequate Price Competition is selected or; FAR 52.216-29 with DFARs 252.216-7002, Alternate A, is selected or; FAR 52.216-31, Time-and-Materials/Labor-Hour Proposal Requirements-Commercial Item Acquisition is selected and there is not an exception to fair opportunity.

The fully burdened T&M ceiling rates awarded at initial contract award shall serve as the basis for all future year pricing for those ceiling rates. In order to determine future year ceiling rate pricing, the originally awarded rates will have an escalation factor applied. This escalation factor will be the average annual Bureau of Labor Statistics (BLS) Economic Cost Index (ECI) for the previous three years. In Year 5 of OASIS SB, if the average annual ECI for the previous three years is higher than at time of OASIS SB award, the ceiling rates for Years 6 through 15 will be adjusted by the difference of percentage increase. For example, if the BLS ECI index was 2.23% at time of proposal submission and the BLS ECI index is 3.16% in Year 5 of OASIS SB, the ceiling rates for years 6 through 15 will be adjusted by 0.93% per year on a cumulative basis. If BLS ECI index in Year 5 of OASIS SB is equal to or below the BLS ECI index at time of award, the ceiling rates will remain unchanged.

In Year 10 of OASIS SB, if the previous three-year average annual BLS ECI index for the previous three years is higher than Year 5 of OASIS SB, the ceiling rates for Years 11 through 15 will be adjusted by the difference of percentage increase in accordance with the example above. If the average index in Year 10 is equal to or below the average index in Year 5, the ceiling rates will remain unchanged.

The OASIS SB ceiling rates that are in effect at the time a task order is awarded shall remain with the task order award during the entire term of the task order, including task orders with option periods.

See Section F.3., Period of Performance, for OASIS SB and task orders awarded under OASIS SB.

B.3. ANCILLARY SUPPORT

Ancillary support, integral and necessary as part of a total integrated solution within the scope of OASIS SB for which there is not a labor category specified in OASIS SB or includes other direct costs such as travel, materials, equipment,

Subcontractors, etc., to obtain a total professional service solution, are allowable costs and may be included within an individual task order under OASIS SB.

Ancillary support may be either:
(1) "Ancillary-In-Scope," meeting the definition of an employee employed in a bona fide professional capacity contained in 29 CFR 541, Subpart D or Other Direct Costs as described above, OR
(2) "Ancillary-Out-of-Scope," as described in section C.4.

The Contractor should propose and identify each ancillary support service or other direct costs separately and the OCO should identify each ancillary support service or other direct costs by a separate CLIN on the task order award.

The Contractor shall report in the CPRM all ancillary labor in accordance with Section G.3.2.

B.3.1. Specialized Professional Services Labor

Specialized professional services labor is defined as bona fide executive, administrative, or professional skills for which the expertise required, or duties performed are within the scope of OASIS SB but, are so specialized that they are not explicitly defined in any labor category description in Section J.1., Attachment (1). The Contractor may propose specialized professional services labor when proposing "Ancillary-In-Scope" support as defined in Section B.3; however, the OCO will determine whether circumstances merit the use of specialized professional skills. Whenever possible, this specialized professional labor shall be mapped to the BLS SOC.

If the use of specialized professional services labor becomes frequent, additional labor categories and their associated ceiling rates may be added by bilateral modification to OASIS SB.

B.3.2. Construction Wage Rate Requirements

To the extent that any ancillary labor for construction, alteration and repair are within the scope of OASIS SB and subject to the construction wage rate requirements in accordance with FAR Subpart 22.4 and other applicable agency specific regulatory supplements, the OCO must identify such work in the task order solicitation and make a determination as to whether wage determinations are to be applied or not.

OASIS SB does not include clauses applicable to any construction, alteration, or repair work that is part of a total solution within the scope of OASIS SB. The OCO must incorporate the appropriate clauses and provisions in each task order solicitation and subsequent award when construction wage rate requirements apply.

B.3.3. Service Contract Labor Standards

The OASIS SB labor categories, identified in Section J.1., are considered bona fide executive, administrative, and professional labor that are exempt from the service contract labor standards.
To the extent that any ancillary labor for services is within the scope of OASIS SB and subject to the service contract labor standards in accordance with FAR Subpart 22.10 and other applicable agency specific regulatory supplements, the OCO must identify such work in the task order solicitation and make a determination as to whether service contract wage determinations are to be applied or not.

OASIS SB does not include clauses applicable to any service contract labor standards that are part of a total solution within the scope of OASIS SB. The OCO must incorporate the appropriate clauses and provisions in each task order solicitation and subsequent award when service contract labor standards apply.

B.3.4. Labor outside the Continental United States (OCONUS)

"OCONUS" is defined as other than the 48 contiguous states plus the District of Columbia. It is anticipated that there may be task orders for work OCONUS.

The U.S. Department of State's Bureau of Administration Office of Allowances, publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances.

The Department of State Standardized Regulations (DSSR) is the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas. For task orders issued under OASIS SB, Contractor civilians assigned to foreign areas may receive the allowances and benefits in the DSSR but, shall not receive allowance and benefits in excess of those identified in the DSSR.

For OCONUS task orders where costs are not specifically addressed in the DSSR, the Government will reimburse the Contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures, and other applicable agency specific regulatory supplements.

B.3.5. Travel

Travel costs may be firm fixed price or reimbursed at actual cost in accordance with the limitations set forth in FAR 31.205-46 and other applicable agency-specific regulatory supplements. Unless otherwise directed by task order terms and conditions, the Contractor may apply indirect costs to travel consistent with the Contractor's usual accounting practices.

B.3.6. Materials and Equipment

Material means property that may be consumed or expended during performance, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for performance.

Materials and Equipment shall be priced in accordance with the terms of the task order award, contract type, and applicable FAR and agency-specific regulatory supplements. Unless otherwise directed by task order terms and conditions, the Contractor may apply indirect costs to materials and equipment consistent with the Contractor's usual accounting practices.

B.3.7. Subcontracting

For non-commercial items, subcontracting shall follow the procedures set forth in FAR Part 44, Subcontracting Policies and Procedures, and other applicable agency-specific regulatory supplements. For commercial items, subcontracting shall follow the procedures set forth in FAR Part 12, Acquisition of Commercial Items, and other applicable agency-specific regulatory supplements.

(END OF SECTION B)

SECTION C - DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

C.1. OBJECTIVE

The objective of OASIS SB is to provide Government agencies with total integrated solutions for a multitude of professional service-based requirements on a global basis.

These professional service requirements may call for solutions that cross over multiple disciplines, include ancillary support, and require commercial and/or non-commercial items, using a variety of contract types including fixed price (all types), cost reimbursement (all types), time and materials/labor hour, or a hybrid mix of contract types.

OASIS SB is available for use by all Federal agencies and other entities as listed in GSA Order ADM 4800.2I, Eligibility to Use GSA Sources of Supply and Service as amended.

C.2. SCOPE

The scope of OASIS SB spans many areas of expertise and includes any and all components required to formulate a total solution to a professional services-based requirement, except for those services specifically prohibited in Section C.5. These areas of expertise include but are not limited to the following categories.

1. Communication
2. Compliance
3. Defense
4. Disaster
5. Energy
6. Environment
7. Financial
8. Health
9. Intelligence
10. Security
11. Transportation

C.2.1. Mission Spaces

Additionally, OASIS SB is designed to support any and all mission spaces of the U.S. Federal Government. These mission spaces include but are not limited to the following categories and Federal agencies described in Sections C.2.1.1 through C.2.1.5.

C.2.1.1. Protection and Defense

Protecting American interests at home and abroad through security and diplomacy.

1. Department of Defense
2. Department of Homeland Security
3. Department of Justice
4. Department of State
5. Central Intelligence Agency
6. Federal Bureau of Investigation

C.2.1.2. Quality of Life

Improving the quality of life for Americans and others throughout the world.

1. Department of Education
2. Department of Health and Human Services

3. Department of Veterans Affairs
4. US Agency for International Development
5. Department of Housing and Urban Development
6. National Aeronautics and Space Administration
7. Peace Corps

C.2.1.3. Commerce

Maintaining and improving commerce and economic growth, stability and prosperity in America.

1. Department of Commerce
2. Department of Treasury
3. Small Business Administration
4. Department of Labor
5. Department of Transportation
6. Social Security Administration
7. General Services Administration
8. Federal Reserve
9. Securities and Exchange Commission

C.2.1.4. Natural Resources

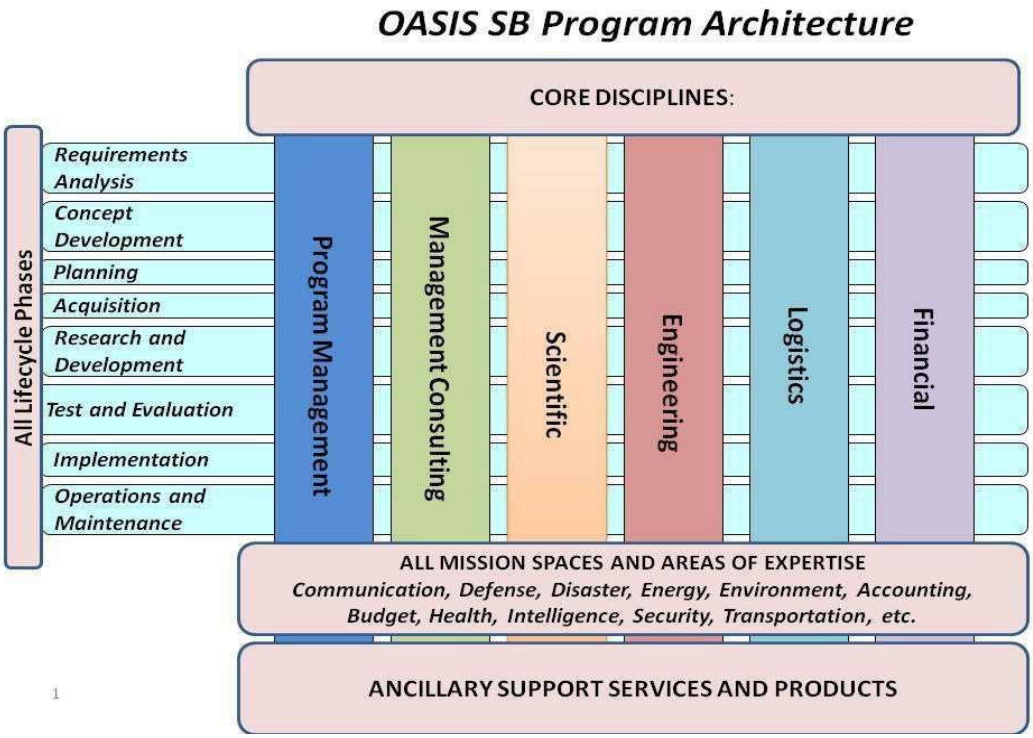
Protecting America's great outdoors and natural resources.

1. Department of Agriculture
2. Department of Interior
3. Department of Energy
4. Environmental Protection Agency
5. Nuclear Regulatory Commission

C.2.1.5. Other

1. All other U.S. Federal Government Agencies, Independent U.S. Federal Government Agencies, U.S. Federal Government Corporations not listed above.

Regardless of the particular area of expertise or mission space of the agency originating the requirement, OASIS SB may be used to support and/or improve an organization's Program Management, Management Consulting, Engineering, Scientific, Logistics, and Financial disciplines that span all life cycle phases for a total integrated solution as depicted in the OASIS SB Program Architecture illustration below.



C.2.2. Core Disciplines

For task orders placed under OASIS SB, professional services may be defined as those categories of services provided under one or more of the following Core Disciplines:

C.2.2.1. Program Management Services

Definition: Program Management Services includes all services related to leading, facilitating, and ensuring the strategic planning, implementation, coordination, integration, and evaluation of programmatic activities and administrative systems.

Examples: Service areas that are included under the Program Management Services discipline include, but are not limited to the following:

1. Acquisition Support
2. Business Intelligence Support
3. Cost/Schedule/Performance Analysis
4. Cost Estimation and Analysis
5. Cost/Performance Trade-Off Analysis and Studies
6. Earned Value Management (EVM) Analysis
7. E-Business Support
8. Information Analytics
9. Investigative Services
10. Program Management
11. Integrated Program Management
12. Program Documentation
13. Project Management
14. Regulatory Compliance
15. Risk Assessment and Mitigation
16. Integration of Support Systems
17. Planning, Programming, Budgeting, and Execution Processes
18. Capabilities Integration and Development
19. Manpower Estimating
20. Stakeholder Requirements Analysis

21. Decision Analysis
22. Technical Planning
23. Technical Assessment
24. Requirements Management
25. Risk Management
26. Configuration Management
27. Technical Data Management
28. Interface Management
29. Intelligence Analysis
30. Threat Analysis
31. Knowledge Based Acquisition
32. Vulnerability Assessment
33. Counterintelligence Support
34. Horizontal Protection

C.2.2.2. Management Consulting Services

Definition: Management Consulting Services includes all services related to the practice of helping organizations to improve their performance, primarily through the analysis of existing organizational problems and development of plans for improvement.

Examples: Service areas that are included under the Management Consulting Services discipline include, but are not limited to the following:

1. Business Process Reengineering
2. Business Case Development Support
3. Change Management
4. Concept Development and Requirements Analysis
5. Cost/Schedule/Performance Improvement
6. Information Analytics
7. Knowledge Management
8. Relations and Coordination with Law and Policy Making Entities
9. Social Media Consulting
10. Tactical and Readiness Planning
11. Technical Advisory Services
12. Training and Facilitation
13. Strategic Planning
14. Strategic Forecasting
15. Long-Range Planning, Futures, and Forecasting
16. Strategy Development

C.2.2.3. Scientific Services

Definition: Scientific Services includes all services that are primarily involved in the application of comprehensive scientific and professional knowledge in planning, conducting, evaluating, and managing fundamental research, knowledge enhancement, and/or technology development and innovation.

Service areas that are included under the Scientific Services discipline include, but are not limited to the following:

1. Environmental Sciences
2. Engineering Sciences
3. Life Sciences
4. Physical Sciences
5. Psychological Sciences
6. Mathematical Sciences
7. Social Sciences
8. Decision Support Sciences

C.2.2.4. Engineering Services

Definition: Engineering Services includes any service or creative work, the adequate performance of which requires education, training and experience in the application of special knowledge in consulting, investigating, evaluating, planning and designing, engineering principles. Engineering Services covered by the Brooks Architect-Engineers Act (40 U.S.C. 1102) are not covered in the primary scope of OASIS SB.

Examples: Service areas that are included under the Engineering Services discipline include, but are not limited to the following:

1. Systems Engineering
2. Advanced Technology Pilots and Trials
3. Alternative Energy Sources and Engineering
4. Configuration Management
5. Concept Development
6. Design Documentation and Technical Data
7. Energy Services to include Management Planning and Strategies, Audit Services andMetering
8. Engineering (Aeronautical, Astronautical, Chemical, Electrical, Mechanical, Metallurgy/Materials,etc.)
9. Engineering Process Improvement
10. Environmental Management
11. Environmental Consulting and Remediation
12. Human Factors/Usability Engineering
13. Independent Verification and Validation
14. Integration
15. Interoperability
16. Life Cycle Management
17. Modeling and Simulation
18. Natural Resources Management
19. Operation and Maintenance or Direct Support of an existing Weapon System or Major System
20. Prototyping and Fabrication Support
21. Quality Assurance
22. Red Teaming and Wargaming
23. Requirements Analysis
24. System Design
25. System Integration
26. System Safety Engineering
27. Test and Evaluation
28. Technical Documentation
29. Mission Assurance
30. Data Analytics
31. Architecture Design
32. System Verification and Validation
33. Human Systems Integration
34. Baseline (Configuration) Management
35. Data Management
36. Risk Management
37. Technical Planning
38. Systems Engineering Training
39. System Security and Information Assurance
40. System Effectiveness and Analysis
41. Launch Processing and Verification
42. Software Development (for non-IT requirements)
43. Software Independent Verification and Validation (for non-IT requirements)
44. Radar Engineering
45. Optical Engineering
46. Communications Engineering

C.2.2.5. Logistics Services

Definition: Logistics Services includes the management of the flow of resources, not only goods, between the point of origin and the point of destination in order to meet the requirements of organizations. Logistics services involves the integration of information, transportation, inventory, warehousing, material handling, packaging, security, and any other function necessary to the flow of resources.

Examples: Service areas that are included under the Logistic Services discipline include, but are not limited to the following:

1. Analysis And Recommendation of Support Equipment
2. Deployment Logistics
3. Disaster Management/Contingency Operations
4. Distribution and Transportation Logistics Services
5. Infrastructure Services Including Transportation and Delivery
6. Integrated Logistics Support (ILS) Technical Requirement Creation
7. ILS Risk Assessments
8. ILS Schedules Creation and Performance Tracking
9. Inventory Management
10. Logistical Studies and Evaluations
11. Logistics Design
12. Logistics Management and Support Services
13. Logistics Operations Support
14. Logistics Operations and Maintenance
15. Logistics Optimization
16. Logistics Training Services
17. Repair and Alteration
18. Security
19. Supply Chain Management and Provisioning
20. Value Chain Management
21. Technology and Industrial Base Analysis
22. Test Range Support
23. Life Cycle Sustainment
24. Supportability Analysis and Implementation
25. Integrated Logistics Support

C.2.2.6. Financial Management Services

Definition: Financial Management Services includes the planning, directing, monitoring, organizing, and controlling of the monetary resources of an organization.

Examples: Service areas that are included under the Financial Management Services discipline include, but are not limited to the following:

1. Budget Analysis and Tracking
2. Business Information Services
3. Cost Estimating and Analysis Support
4. Cost Performance Risk Assessments
5. Disbursement and Reconciliation Support
6. Financial and Financial Risk Analysis
7. Financial Management, Accounting, and Auditing Services
8. Impact Statement Development
9. Program Management for Financial Services
10. Program Objective Memorandum (POM) Creation and Documentation
11. Oversight and Fraud Detection
12. Safeguarding Personal Data
13. Loan Management
14. Grant Management
15. Economic Analysis
16. Return on Investment Analysis

17. Life Cycle Cost Determination
18. Total Ownership Cost Determination
19. Affordability Analysis
20. Analysis of Cost Alternatives
21. Should-Cost Determinations

C.3. INFORMATION TECHNOLOGY AND NON-INFORMATION TECHNOLOGY

Information Technology (IT), by legal definition, means any equipment, or interconnected system(s) or subsystem(s) of equipment that is used for the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency. For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a Contractor under a contract with the agency that require its use, or to a significant extent, its use in the performance of a service or the furnishing of a product.

IT is considered an ancillary support service or product on OASIS SB task orders and may be performed only when the service or product is integral and necessary to complete a total integrated solution under a professional service-based requirement within the scope of OASIS SB.

"Non-IT" includes any service or equipment that is acquired by a Contractor incidental to a contract or contains imbedded IT that is used as an integral part of the service or product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. (For example, HVAC (heating, ventilation, and air conditioning) equipment, such as thermostats or temperature control devices, and medical equipment where IT is integral to its operation, is non-IT).

Non-IT also includes any equipment or services related to a National Security System. The term "National Security System" means a telecommunications or information system operated by the Federal Government, the function, operation, or use of which involves intelligence activities, cryptologic activities related to national security, command and control of military forces, equipment that is an integral part of a weapon or weapons system; or, is critical to the direct fulfillment of military or intelligence missions, not including a system to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications).

Non-IT may include imbedded IT components including software, IT hardware, and other items and services traditionally considered IT on IT requirements.

Non-IT professional services are not considered ancillary support services. Non-IT professional services are considered to be within the primary scope of OASIS SB.

C.4. ANCILLARY OUT-OF-SCOPE SUPPORT SERVICES

"Ancillary Out-of-Scope" support services are defined as services not within the scope of OASIS SB that are integral and necessary to complete a total integrated solution under a professional service-based requirement within the scope of OASIS SB.

Ancillary Out-of-Scope support services may include but are not limited to other professional and/or non-professional services; commercial and/or non-commercial items; IT services and/or components, administrative support; data entry; and, subject matter expertise.

The OCO may allow and the Contractor may propose a labor category or labor categories at the task order level not identified in Section J.1., provided that the Contractor complies with all applicable contract clauses and labor laws, including the Service Contract Labor Standards or Construction Wage Rate Requirements, if applicable.

C.4.1. Ancillary Support Services for Information Technology

When providing ancillary support for IT services and/or components, the Contractor shall promote IT initiatives and best practices that support Federal Government operational requirements for standardized technology and application service components. This shall facilitate integration requirements for broad Federal IT and E-Gov initiatives, as well as promote the sharing, consolidation, and re-use of business processes and systems across the Federal Government. The Contractor shall

promote the use of open-source solutions and open technology development where practicable to enable this re-use.

C. 5. SERVICES NOT IN SCOPE

The OCO shall not issue a task order and a Contractor shall not accept or perform work for the following services when the predominant task order scope of work* is:

1. An "Ancillary-Out-of-Scope" support service as defined in Section C.4.
2. A requirement that does not include substantive effort by employees performing in a bona fide executive, administrative, or professional capacity as defined in 29 CFR Part 541. A requirement that utilizes a significant number of employees primarily employed as labor or mechanics as defined in FAR Subpart 22.401 (i.e., Service Contract Labor Standards employees) may indicate that the requirement is not consistent with the scope of Section C.2. However, provided the requirement is within scope of Section C.2. and any amount of SCLS labor needed is necessary and integral to support the Professional Services (29 CFR Part 541) requirement, such SCLS labor usage is permitted and considered within scope of OASIS.
3. Inherently Governmental Functions as defined in FAR Subpart 2.101
4. Personal Services as defined in FAR Subpart 2.101
5. Architect & Engineering (A&E) Services as defined in FAR Subpart 2.101 and subject to the Brooks Architect-Engineers Act (40 U.S.C. 1102)

*Please note "scope of work" does not directly correlate to labor mix/breakdown. Scope of work instead refers to the principle purpose or objective of the work required under the task order.

(END OF SECTION C)

SECTION D - PACKAGING AND MARKING

D.1. PACKAGING AND MARKING

Packaging and marking of all deliverables must conform to normal commercial packing standards to assure safe delivery at destination. Clauses and other requirements regarding packaging and marking shall be designated by the OCO at the task order level.

(END OF SECTION D)

SECTION E - INSPECTION AND ACCEPTANCE

E.1. INSPECTION AND ACCEPTANCE

Inspection and acceptance for OASIS SB is:

FAR	TITLE	DATE
52.246-4	Inspection of Services – Fixed Price	AUG 1996

Clauses and other requirements regarding inspection and acceptance shall be designated by the OCO at the task order level.

(END OF SECTION E)

SECTION F - DELIVERIES OR PERFORMANCE

F.1. DELIVERIES OR PERFORMANCE CLAUSES

Clauses regarding deliveries or performance for OASIS SB:

FAR	TITLE	DATE
52.242-15	Stop Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

Clauses and other requirements regarding deliveries or performance shall be designated by the OCO at the task order level.

F.2. PLACE OF PERFORMANCE

The services to be provided under OASIS SB shall be accomplished at the locations identified in the task order and may include locations in the Continental United States (CONUS) and Outside the CONUS (OCONUS).

F.3. PERIOD OF PERFORMANCE

The period of performance of OASIS SB is from June 20, 2014 through December 19, 2024, as exercised in accordance with FAR 52.217-8, Option to Extend Services, with 1 (5-year) option that may extend the cumulative term of the contract to 10 years in accordance with FAR 52.217-9, Option to Extend the Term of the Contact, if exercised.

The period of performance for each task order awarded under OASIS SB shall be specified in the task order by the ordering agency. Task orders must be solicited and awarded prior to the OASIS SB term expiring and may extend up to 5 years after the OASIS SB term expires.

Task order option periods may be exercised after the OASIS SB term expires as long as the final task order option period does not extend the cumulative term of the task order beyond 5 years after the OASIS SB term expires.

After the OASIS SB term expires, OASIS SB will remain an active contract until the final task order is closed-out and shall govern the terms and conditions with respect to active task orders to the same extent as if it were completed during the OASIS SB term.

Accordingly, the cumulative term of OASIS SB may span up to December 19, 2024 and the cumulative term of all task orders placed under OASIS SB may span up to December 19, 2029.

F.4. PERFORMANCE STANDARDS

OASIS SB is a performance-based contract with measurable standards in terms of quality and timeliness of deliverables and compliances in accordance with Section F.4.1. and F.4.2.

In the event the CPRM is not operational, deliverable and reporting requirements designated for input into the CPRM shall be provided as directed by the OASIS SB CO within the stated timeframes.
The OASIS SB CO or an authorized representative shall have the right to examine and audit all supporting records and materials, regardless of whether such items are in written form, in the form of computer data, or in any other form, for the purpose of enforcing all deliverables and compliances herein.

Acceptable Accounting Systems are mandatory for all Contractors on OASIS SB. All other systems and certifications are optional; however, Contractors are encouraged to acquire these systems and certifications.

All Systems, Compliances, and Certifications must be maintained at the Contractors current level at time of award or higher throughout the period of performance of OASIS SB. For example, if a Contractor received an evaluation credit for having an Approved Purchasing System and CMMI Level 3 certification at time of award, then the Contractor must maintain an Approved Purchasing System and CMMI Level 3 certification level or higher for the life of OASIS SB.

Failure to meet the following deliverables, reports, or compliance standards may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped (See Sections H.16. and H.17.).

F.4.1. Deliverable and Reporting Requirements

The following table contains deliverables and reports required for OASIS SB. Task order deliverables and reporting will be specified in the task order. The Government does not waive its right to request other deliverables or reports not specifically listed in the table below. Deliverables or reports are required until the final task order is closed-out for each Contractor. If a deliverable is due on a calendar day that falls on a weekend day or a Government holiday, the deliverable or report is due the following business day.

For Quarterly reporting use the following calendar:

Calendar Quarters	CAF Due Date
1st Quarter January 1st – March 31st	No later than April 30th
2nd Quarter April 1st – June 30th	No later than July 30th
3rd Quarter July 1st – September 30th	No later than October 30th
4th Quarter October 1st – December 31st	No later than January 30th

SECTION	REFERENCE	DESCRIPTION	FREQUENCY	LOCATION
G.2.6.	Contractor Key Personnel	Updated COPM or COCM Point of Contact Information	Within 5 calendars days of the substitution	OASIS SB CO via oasismods@gsa.gov
G.3.1. and G.3.2.4.	Contract Access Fee (CAF) Remittance	CAF for all task orders awarded during the previous quarter on a cumulative basis	Quarterly	Electronic Funds Transfer (EFT) via the CPRM website
G.3.2 through G.3.2.5.	CPRM Contract Administrative Reporting	Task Order Award Data, including G.3.2.1.1 – G.3.2.1.3 as applicable	Report all order data within 30 calendar days after the month the document was signed by the Ordering Contracting Officer (OCO)	Electronically via the Contract Payment Module CPRM
G.3.2.1.4	CPRM Contract Administrative Reporting	Limitations on Subcontracting Reporting Data	Report all order data within 30 calendar days after the month the document was signed by the Ordering	Electronically via the Contract Payment Module (CPRM)
G.3.2.2	CPRM Contract Administrative Reporting	Task Order Modification Data	Report all order data within 30 calendar days after the month	Electronically via the Contract Payment Module (CPRM)

SECTION	REFERENCE	DESCRIPTION	FREQUENCY	LOCATION
			the document was signed by the Ordering Contracting Officer (OCO)	
G.3.2.3	CPRM Contract Administrative Reporting	Invoice Data	Report invoice data from each paid or remitted invoice within 30 calendar days after the end of the reporting quarter	Electronically via the Contract Payment Module (CPRM)
G.3.2.4	CPRM Contract Administrative Reporting	CAF Payment Data	Report CAF Payment data from each paid or remitted invoice within 30 calendar days after the end of the reporting quarter	Electronically via the Contract Payment Module (CPRM)
G.3.2.5	CPRM Contract Administrative Reporting	Closeout Data	Report Closeout data from each expired order within 30 calendar days after the end of the reporting quarter	Electronically via the Contract Payment Module (CPRM)

G.3.3.	Individual Subcontracting Reports (ISR)	If applicable, ISRs from Individual Subcontracting Plans on OASIS SB	Within 30 calendar days after the close of each reporting period ending March 31st, September 30th, and within 30 days of contract completion.	SF 294 to the OASIS SB CO via oasismods@gsa.gov
G.3.4.1.	Contactor Self-Assessment	Self-Assessment Report	Annually on August 31st for the preceding reporting period of June 20th through June 19th	OASIS SB CO via online CSA tool
G.3.5.	Insurance	ACORD 25, Certificate of Insurance	Within 30 calendar days after the OASIS SB Notice-to-Proceed and any updates thereafter	Annually notify OASIS SB CO via online CSA tool and OCOs for affected task orders
G.3.6.	Mergers, Acquisitions, Novation's, and Change-of-Name Agreements	If applicable, SF 30 Modification or other applicable documents	Copy of SF 30 and other applicable documents within 45 calendar days of finalization	OASIS SB CO via oasismods@gsa.govand OCOs foraffected task orders
G.3.7.	Federal Awardee Performance and Integrity Information System (FAPIIS)	FAPIIS reporting	Semi-Annually starting 6 months from the anniversary date of the OASIS SB Notice-to-Proceed.	Electronically via SAM.GOV website and notify the OASIS SB CO annually via online CSA tool
G.3.8.	VETS-4212	VETS -4212 reporting	Annually no later than September 30 of each year	Electronically via the Department of Labor (DOL) VETS-4212 reporting website and notify the OASIS SB CO annually via online CSA tool
G.3.9.	Reporting Executive Compensation and First-Tier Subcontract Awards	Federal Funding Accountability and Transparency Act (FFATA) Sub-Award Report	The end of the month following the month in which the prime Contractor awards any sub-contract greater than $25,000 into the FFATA Sub-Award Reporting System (FSRS)	Electronically via FSRS website and notify the OASIS SB CO annually via online CSA tool

SECTION	REFERENCE	DESCRIPTION	FREQUENCY	LOCATION
G.3.10.	Post Award Small Business Program Re-Representation	Small Business Size Recertification	Within 30 days after execution of a novation agreement; within 30 days after a merger or acquisition that does not require a novation; and, within 60 to 120 days prior to the end of the fifth year and exercising the option thereafter.	OASIS SB CO via oasismods@gsa.gov
G.5	Agile Task Order and Contract Administration Systems, Process and/or Procedures Changes	Agile changes to facilitate improved contract administration/performance	As directed by the Contracting Officer throughout the life of the master contract and all task orders	Not Required

H.6.1.	Acceptable Accounting System	Correspondence and audit reports from DCAA/DCMA that updates the current status	Within 45 calendar days after the update	Annually notify OASIS SB CO via online CSA tool and OCOs for affected task orders
H.6.2.	Acceptable Estimating System	If applicable, correspondence and audit reports from DCAA/DCMA or other cognizant auditing entity that updates the current status	Within 45 calendar days after the update	OASIS SB CO via oasismods@gsa.govand OCOs foraffected task orders
H.6.4.	Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations (FPRR) and/or Approved Billing Rates	If applicable, correspondence and audit reports from DCAA/DCMA or other cognizant auditing entity that updates the current status	Within 45 calendar days after the update	Annually notify OASIS SB CO via online CSA tool and OCOs for affected task orders
H.6.5.	Approved Purchasing System	If applicable, correspondence and audit reports from DCMA or other cognizant auditing entity that updates the current status	Within 45 calendar days after the update	Annually notify OASIS SB CO via online CSA tool and OCOs for affected task orders
H.6.6.	EVMS ANSI-standard	If applicable, correspondence and audit reports from DCMA or other cognizant auditing entity that updates the current status	Within 45 calendar days after the update	Annually notify OASIS SB CO via online CSA tool
H.6.7.	ISO 9001 Certification	If applicable, correspondence or audit from an ISO 9001 Certification Body that updates the current status	Within 45 calendar days after the update	Annually notify OASIS SB CO via online CSA tool
H.6.8.	ISO 17025 Certification	If applicable, correspondence or audit from an ISO 17025 Certification Body that updates the current status	Within 45 calendar days after the update	Annually notify OASIS SB CO via online CSA tool
H.6.9.	ISO 14001 Certification	If applicable, correspondence or audit from an ISO 14001 Certification Body that updates the current status	Within 45 calendar days after the update	Annually notify OASIS SB CO via online CSA tool
H.6.10.	AS9100 Certification	If applicable, correspondence or audit from an AS9100 Certification Body that updates the current status	Within 45 calendar days after the update	Annually notify OASIS SB CO via online CSA tool

SECTION	REFERENCE	DESCRIPTION	FREQUENCY	LOCATION
H.6.11.	CMMI Maturity Level	If applicable, correspondence or audit from a CMMI Instituted Certified Lead Appraiser that updates the current status	Within 45 calendar days after the update	Annually notify OASIS SB CO via online CSA tool
H.6.12.	Meaningful Relationship Commitment Letters (MRCL)	If applicable, any change of entity or commitment identified in any MRCL submitted	Within 45 calendar days after the update	Annually notify OASIS SB CO via online CSA tool
H.7.1.	Facility Security Clearance	If applicable, correspondence signed by a Facility Security Officer, screen prints from the Industrial Security Facilities Database and DD Form 441, DD Form 441-1, or SF 328 that updates the current status	Within 45 calendar days after the update	Annually notify OASIS SB CO via online CSA tool and OCOs for affected task orders

F.4.2. Compliances

The following table contains compliances required for OASIS SB. Task Order compliances will be specified in the task order. The Government does not waive its right to request other compliances in order to align the OASIS SB contract with new statuary or regulatory requirements. The Government will provide the Contractor with at least 90 days' notice of these requirements.

SECTION	REFERENCE	COMPLIANCE
G.2.6.	Contractor Key Personnel	The Contractor shall maintain responsive and competent Contractor Key Personnel
G.3.1. and G.3.2.4.	Contract Access Fee (CAF) Remittance	The Contractor shall submit timely and accurate CAF Payments
G.3.2. through G.3.2.5.	CPRM Data	The Contractor shall submit timely and accurate data in the CPRM
G.3.3.	Subcontracting Goals and Reporting	The Contractor shall submit timely and accurate ISR subcontract reports or SF 294s, if applicable, in meeting small business goals in accordance with the Contractor's subcontracting plan
G.3.4.1.	Contactor Self-Assessment	The Contractor shall submit timely and accurate self-assessments reports
G.3.5.	Insurance	The Contractor shall submit timely and accurate Certificates of Insurance and maintain adequate insurance coverage at the OASIS SB and task order level
G.3.6.	Mergers, Acquisitions, Novation's andChange-of-Name Agreements	The Contractor shall submit timely notice of Merger and Acquisitions or contractual copies of Novation or Change-of-Name Agreements, if applicable
G.3.7.	Responsibility and Federal Awardee Performance and Integrity Information System (FAPIIS)	The Contractor shall submit timely and accurate FAPIIS information and maintain sufficient financial resources and meet the responsibility standards and qualifications set forth in FAR Part 9
G.3.8.	VETS-4212 Reporting	The Contractor shall report timely and accurate VETS-4212 reports in the Department of Labor VETS-4212 website and send confirmation to the OASIS SB CO
G.3.9.	Reporting Executive Compensation and First-Tier Subcontract Awards	The Contractor shall report timely and accurate sub-award and executive compensation data regarding first-tier sub-awards in FSRS to meet the FFATA reporting requirements and send confirmation to the OASIS SB CO
G.3.10.	Post-Award Small Business Program Re-Representation	The Contractor shall report timely and accurately their small business program re-representation and update SAM.gov, as applicable

SECTION	REFERENCE	COMPLIANCE
G.4.	Task Order Close-Out	The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical after expiration, cancellation, or termination.
H.6.1.	Acceptable Accounting System	The Contractor shall maintain the acceptable/approved status of their Accounting System and submit updates to the current status
H.6.2.	Acceptable Estimating System	The Contractor shall maintain the acceptable status of their Estimating System and submit updates to the current status, if applicable
H.6.4.	Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations (FPRR) and/or Approved Billing Rates	The Contractor shall maintain their FPRA, FPRR, and/or Approved Billing Rates and submit updates, if applicable
H.6.5.	Approved Purchasing System	The Contractor shall maintain an Approved Purchasing System and submit updates, if applicable
H.6.6.	EVMS ANSI-standard	The Contractor shall maintain or exceed their EVMS ANSI-standard and submit updates, if applicable
H.6.7.	ISO 9001 Certification	The Contractor shall maintain or exceed their ISO 9001 Certification and submit updates, if applicable
H.6.8.	ISO 17025 Certification	The Contractor shall maintain or exceed their ISO 17025 Certification and submit updates, if applicable
H.6.9.	ISO 14001 Certification	The Contractor shall maintain or exceed their ISO 14001 Certification and submit updates, if applicable
H.6.10.	AS9100 Certification	The Contractor shall maintain or exceed their AS9100 Certification and submit updates, if applicable

H.6.11.	CMMI Maturity Level	The Contractor shall maintain or exceed their CMMI Maturity Level and submit updates, if applicable
H.6.12.	Meaningful Relationship Commitment Letters (MRCL)	The Contractor shall honor the commitments contained in all MRCLs, if applicable
H.7.1	Facility Security Clearance (FSC)	The Contractor shall maintain or exceed their FSC and submit updates, if applicable
H.11.1.	Meetings	The Contractor's Key Personnel shall attend and actively participate in all meetings, including all PMR Meetings. It is preferred that both Key Personnel (COPM and COCM) attend all PMRs; at a minimum, one of the Key Personnel shall attend each PMR.
H.11.3.	Contractor OASIS SB Webpage	The Contractor shall maintain an OASIS SB Webpage that meets the minimum webpage requirements
H.11.5.	Minimum Task Order Awards or Estimated Value	Starting from the date of the OASIS SB Notice-to-Proceed, the Contractor shall attain a minimum of 3 task order awards, or a total task order estimated value of $20M (total estimated value of all task orders inclusive of all options) prior to the exercise of Option I under OASIS SB.
H.13.	Ethics and Conduct	The Contractor shall adhere to the standards under Section H.13.

(END OF SECTION F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. BACKGROUND

This section provides roles, responsibilities, and contract administration requirements for OASIS SB and each task order placed under OASIS SB. Clauses and other requirements regarding contract administration may be designated by the OCO at the task order level.

G.2. ROLES AND RESPONSIBILITIES OF KEY PERSONNEL

This section describes the roles and responsibilities of Government and Contractor personnel. The current point of contact information of GSA's Key Personnel for OASIS SB will be maintained on the official GSA OASIS SB webpage at http://www.gsa.gov/oasis.

G.2.1. Program Manager (PM)

The OASIS SB PM is a GSA Government official who performs various programmatic functions for the overall success of the OASIS SB program.

G.2.2. Contracting Officer (CO)

The OASIS SB CO is the sole and exclusive GSA Government official with actual authority to administer and/or modify the terms of OASIS SB, monitor the Contractor's performance in the areas of contract compliance and contract administration, and assist the Contractor and OCO on matters related to the OASIS SB terms and conditions.

The OASIS SB CO may delegate routine administrative functions to an authorized OASIS SB representative.

G.2.3. Ombudsman

In accordance with GSAM 516.505 and FAR Clause 52.216-32: *The GSA Task-Order and Delivery Order Ombudsman shall review and resolve complaints from contractors concerning all task and delivery order actions made by GSA. Complaints regarding task and delivery order actions of other agencies using GSA contract vehicles shall be directed to the ordering agency's Task-Order and Delivery-Order Ombudsman.* For orders issued by GSA, see https://www.gsa.gov/policy-regulations/policy/acquisition-policy/gsa-ombudsman . For orders issued by another ordering activity (outside of GSA), refer to their Ombudsman.

G.2.4. Industrial Operations Analyst (IOA)

The IOA is a GSA Government official who audits Contractor records and conducts Contractor Assistance Visits (CAVs) to the Contractor's place of business to assist the Contractor with task order reporting, Contract Access Fee (CAF) management, and other general contract administration functions deemed necessary by the Government.

G.2.5. Ordering Contracting Officer (OCO)

For purposes of OASIS Contracts authorized users are identified as OCOs. Only an authorized user, who is a delegated OCO, may solicit, award, and administer a task order under OASIS Contracts. In order to qualify as an authorized user, a duly warranted Contracting Officer of the Federal Government, as defined in FAR Subpart 2.101, in good standing, must have received a Delegation of Procurement Authority (DPA) from the OASIS Program.

Contractor employees authorized under FAR 51.1 Contractor Use of Government Supply Sources to use OASIS are considered OCOs and are not required to obtain a DPA as their authority is granted to them by a Federal Government Contracting Officer administering an applicable contract (e.g.,a FFRDC).

The OCO for each task order is the sole and exclusive official with actual authority to solicit, award, administer, and/or modify a task order under OASIS Contracts.

The OCO is encouraged to contact the OASIS Program Office for any OASIS related assistance including, but not limited to, the following:

1. Training on the OASIS program and ordering procedures
2. Task order scope compliance
3. Task order Solicitation development
4. Assistance on order disputes, claims, or protests
5. Contractor performance

The OCO duties include, but are not limited to:
1. Requesting and receiving a Delegation of Procurement Authority (DPA) prior to soliciting and awarding a task order
2. Complying with the terms and conditions of OASIS SB (See Section H.3)
3. Complying with the ordering procedures outlined in FAR Subpart 16.505, and other agency specific regulatory supplements
4. Issuing task order Solicitations under the proper NAICS Code and corresponding OASIS SB Multiple Award (MA)-Indefinite Delivery Indefinite Quantity (IDIQ) Contract Number (See Section H.4)
5. Allowing a reasonable time for fair opportunity proposal submission
6. Resolving any performance issues, disputes, claims or protests at the task order level
7. Responding to all Freedom of Information Act (FOIA) requests at the task order level
8. Entering task order performance evaluation in the Contractor Performance Assessment Reporting System (CPARS) or alternative past performance assessment reporting system mandated by customer agencies that do not require the use of CPARS
9. Entering task order award data in the Federal Procurement Data System – Next Generation (FPDS-NG) upon task order award, if applicable
10. Providing Solicitation and task order award data to the OASIS SB Contracting Officer in accordance with the OASIS SB Ordering Guide and Appendices located at https://www.gsa.gov/oasis
11. Closing out task orders in a timely manner

G.2.5.1. Contracting Officer's Representative (COR)

The OCO for each task order may designate a Contracting Officer Representative (COR) or Contracting Officer Technical Representative (COTR) to perform specific administrative or technical functions.

The specific rights and responsibilities of the COR or COTR for each task order shall be described in writing, which upon request, shall be provided to the Contractor. A COR/COTR has no actual, apparent, or implied authority to bind the Government.

G.2.6. Contractor Key Personnel

The Contractor shall assign a Corporate OASIS SB Program Manager (COPM) and Corporate OASIS SB Contract Manager (COCM) as Contractor Key Personnel to represent the Contractor as primary points-of-contact to resolve issues, perform administrative duties, and other functions that may arise relating to OASIS SB and task orders solicited and awarded under OASIS SB. Additional Key Personnel requirements may be designated by the OCO at the task order level.

There is no minimum qualification requirements established for Contractor Key Personnel. Additionally, Contractor Key Personnel do not have to be full-time positions; however, the Contractor Key Personnel are expected to be fully proficient in the performance of their duties.

The Contractor shall ensure that the OASIS SB CO has current point-of-contact information for both the COPM and COCM. In the event of a change to Contractor Key Personnel, the Contractor shall notify the OASIS SB CO and provide all Point of Contact information for the new Key Personnel within 5 calendar days of the change.

All costs associated with Contractor Key Personnel duties shall be handled in accordance with the Contractor's standard accounting practices; however, no costs for Contractor Key Personnel may be billed to the OASIS Program Office.

Failure of Contractor Key Personnel to effectively and efficiently perform their duties will be construed as conduct detrimental to contract performance and may result in activation of Dormant Status and/or Off-Ramping (See Sections H.16. and H.17.).

G.2.6.1. Corporate OASIS SB Program Manager (COPM)

The Contractor's corporate management structure shall guarantee senior, high-level, program management of the OASIS SB Program, including a COPM to represent the company in all OASIS SB program-related matters.

The COPM duties include, but are not limited to:

1. Advising and assisting current and potential OASIS SB customers regarding the technical scope of OASIS SB and the overall attributes of the OASIS SB Program
2. Promoting customer use of the OASIS SB contract
3. Being ultimately responsible for ensuring that all reporting information required under OASIS SB is provided accurately, thoroughly and timely
4. Being ultimately responsible for all performance issues related to OASIS SB and task orders awarded under OASIS SB
5. Ensuring at least one of the Key Personnel attends all OASIS SB Program Management Review (PMR) Meetings and other OASIS SB meetings as scheduled

G.2.6.2. Corporate OASIS SB Contract Manager (COCM)

The Contractor's corporate management structure shall guarantee senior, high-level, program management of the OASIS SB Program, including a COCM to represent the company in all OASIS SB contract-related matters.

The COCM duties include, but are not limited to:

1. Ensuring the company's task order awards under OASIS SB are contractually in compliance with OASIS SB (See Section H.3.)
2. Ensuring all data within the CPRM is current, accurate, and complete (See SectionG.3.2.)
3. Ensuring contract administrative functions and meeting all the performance reporting and compliance standards listed under Section F.4., are maintained
4. Being ultimately responsible for ensuring that all contractual agreements, including modifications, are negotiated and put in place expeditiously
5. Being ultimately responsible for ensuring that all task order invoicing is accurate and timely
6. Ensuring at least one of the Key Personnel attends all OASIS SB Program Management Review (PMR) Meetings and other OASIS SB meetings as scheduled

G.3. CONTRACTOR ADMINISTRATION REQUIREMENTS

The following sections describe the administration requirements for OASIS SB and task orders awarded under OASIS SB. The COCM shall be the primary point-of-contact for these requirements.

Failure to meet administration requirements may result in activation of Dormant Status and/or Off-Ramping (See Sections H.16. and H.17.).

G.3.1. Contract Access Fee (CAF)

CAF rates, once established and verified as correct, shall be used for the entire life of the order (to include base + options).

The only exception to the default CAF rate is for customer organizations with a CAF Memorandum of Understanding (MOU) agreement in place with the OASIS Program Office. See https://www.gsa.gov/oasis to find the latest list of customer organizations and their reduced CAF rate specified in the MOU agreement.

In response to all task order solicitations, regardless of order type (fixed price, cost-reimbursable, etc) the CAF shall be proposed as a separate and distinct Contract Line Item (CLIN) for the base period and each option period (if applicable). For other than Firm Fixed Price proposals, the CAF line item shall be proposed as a Not to Exceed (NTE) amount.

Each invoice billed under the task order shall include a separate CAF line item as in the following example:

CLIN 0001 Labor $100.00

CLIN 0002 Material $50.00
CLIN 0003 Travel $50.00
Subtotal $200.00
CLIN 0004 CAF (0.75% of subtotal) $1.50
Total Invoice including CAF $201.50

The OCO must establish a separate and distinct CAF CLIN in all task order awards for the base year(s) and each option period (if applicable).

G.3.2. Contractor Payment Reporting Module (CPRM)

The specific system for all unclassified task order award, modification, invoice, and CAF payment data will be reported electronically through the CPRM system located within the GSA Assisted Acquisition Services (AAS) Business Systems Portal. For classified task orders please contact the OASIS SB Contracting Officer for further instruction. Do not send classified information to the OASIS Program Management Office.

Task order and modification data issued through the AAS Business System Portal may automatically populate into the CPRM; however, it is the Contractor's responsibility to ensure the data has been reported into the CPRM.

CPRM is an operational system under continuous enhancement. The system may not allow for some contractually required data elements identified herein to be directly reported until a future enhancement is accomplished.

G.3.2.1. Task Order Award Data

The Contractor shall report all task order award data in G.3.2.1 (and applicable subsections below) in CPRM within 30 calendar days after month task order was signed by the OCO. For example, if the task order was signed on June 01 the task order award data must be reported by July 31.

Regardless of contract type, all task order award data shall include:

1. OASIS SB MA-IDIQ Contract Number
2. Task Order Award Number (**NOT** the Solicitation Number)
3. Task Order Description (i.e., Type of Professional Services Project)
4. Government-Site, Contractor-Site, or Both
5. Predominant Contract Type (e.g., T&M, CPFF, FFP, etc.)
6. Task Order NAICS Code
7. Task Order PSC Code
8. OCO Name
9. Customer Agency Name and Full Address
10. Customer Agency Code and Bureau Code
11. Initial Period of Performance
12. Award Date
13. Contract Line-Item Numbers (CLINs) of the task order. (Including the CAF CLIN)
14. Contract Type for each CLIN
15. An electronic copy of the complete task order solicitation issued by the OCO
16. An electronic copy of the complete task order awarded by an OCO

G.3.2.1.1. T&M/Labor Hour Award Data

In addition to the data required under Section G.3.2.1., all T&M/Labor Hour award data shall also include:

1. Initial Obligated/Funded amount
2. Total Task Order Ceiling, including the Base and all Option Periods by CLIN Number
3. Awarded Labor Categories (Note: If the labor categories are in accordance with Section J.1., identify the Labor ID#, SOC number, Job Title, and Contractor or Government Site)
4. The Loaded Hourly Labor Rate and Hours by each corresponding Labor Category for the Base and all Option Periods

5. For any ancillary labor, the Loaded Hourly Labor Rate and Hours by each Specialized Professional Services Labor, Construction Wage Rate Labor, Service Contract Labor Standards, or OCONUS Labor, including a title and description of the labor category, if applicable, for the base and all option periods

G.3.2.1.2. Fixed Price Award Data

In addition to the data required under Section G.3.2.1., all Fixed Price award data shall also include:

1. Initial Obligated/Funded amount
2. Total Firm Fixed Price, including the base and all option periods by CLIN Number
3. Initial Maximum Incentive or Award Fee, if applicable

G.3.2.1.3. Cost Reimbursement Award Data

In addition to the data required under Section G.3.2.1., all Cost Reimbursement award data shall also include:

1. Initial Obligated/Funded amount
2. Total Estimated Cost, including the base and all option periods by CLIN Number
3. Fixed Fee, if applicable
4. Initial Incentive or Award Fee, if applicable

G.3.2.1.4. Limitations on Subcontracting Reporting Data

The Contractor shall report into the Contractor Payment Reporting Module (CPRM) the Total Dollars Subcontracted under each task order to non-similarly situated entities as defined in FAR 52.219-14 Limitations on Subcontracting (DEVIATION 2019-06).

G.3.2.2. Task Order Modification Data

The Contractor shall report all task order modification data in CPRM within 30 calendar days after month task order modification was signed by the OCO. For example, if the modification was signed on June 01, the task order modification data must be reported by July 31.

Modification data shall include:

1. OASIS SB MA-IDIQ Contract Number
2. Task Order Award Number (**NOT** the Solicitation Number)
3. Modification Number
4. Modification Description (e.g., Incremental Funding, Obligation Increase or Decrease, Exercise of Option, Change Order, Period of Performance extension, etc.)
5. OCO Name
6. Modification Period of Performance (Do **NOT** change the initial start date of the task order)
7. Modification Date
8. Modification Obligated/Funded amount allocated to the applicable Contract Line-Item Numbers (CLINs)
9. An electronic copy of the complete modification awarded by an OCO

G.3.2.3. Invoice Data

The Contractor shall report invoice data from each paid or remitted invoice within 30 calendar days after the end of the reporting quarter, including the invoice data on task orders issued through the GSA AAS Business System Portal. (Note: Whatever method the Contractor chooses (e.g., “each paid” or “remitted”); the Contractor must be consistent in their reporting method throughout the term of the OASIS SB Contract).

If no Invoice Data was received during a required reporting period for a specific task order, the Contractor shall report in the “Zero Invoice Data” screen located in the CPRM system for that particular task order.

Regardless of contract type, the Contractor shall report the following into the CPRM:

1. OASIS SB MA-IDIQ Contract Number
2. Task Order Award Number (**NOT** the Solicitation Number)
3. Contractor Invoice Number
4. Date Invoice Paid
5. *Amount of Invoice that was Labor
6. Amount of Invoice that was Subcontracted in accordance with Section G.3.2.1.4., Limitations on Subcontracting
7. Amount of Invoice that was Other Direct Costs (if identified as separate CLIN(s) in the task order)
8. Amount of Invoice that was Travel (if identified as a separate CLIN in the task order)

*For T&M or L-H type task orders, the Contractor shall report Labor Categories, Number of Hours, and Fully Loaded Labor Rates for each invoice by Contract Line-Item Number (CLIN)

G.3.2.4. CAF Payment Data

The Contractor shall remit the CAF in U.S. dollars to GSA within 30 calendar days after the end of each calendar quarter for all invoice payments received during that calendar quarter as follows:

Calendar Quarters	CAF Due Date
1st Quarter January 1st – March 31st	No later than April 30th
2nd Quarter April 1st – June 30th	No later than July 30th
3rd Quarter July 1st – September 30th	No later than October 30th
4th Quarter October 1st – December 31st	No later than January 30th

Failure to remit the full amount of the CAF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6, Contact Debts. In addition, the Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or off setting payments and interest on the debt.

The Contractor's failure to accurately and timely remit the CAF is sufficient cause for the Government to Off-Ramp the Contractor (See Section H.17.)

CAF Payment Data shall include:

1. Trace Number
2. Total Remitted Amount
3. Remit Date
4. Amount applied to each Task Order Number (for the reported payment)

Contractors are encouraged to submit CAF payments electronically using https://www.Pay.gov via the CPRM system only.

G.3.2.5. Closeout Data

The Contractor shall submit task order close-out data quarterly following the expiration of a task order. This shall be accomplished for each and every task order. This data shall include:

1. Final Task Order Dollar Value
2. Cumulative Invoiced Amount
3. Total CAF Amount Paid
4. CAF Balance Owed
5. Final Invoice Paid (Y/N)
6. Release of Claims Date
7. Pending Actions Preventing Close-out

G.3.3. Subcontracting Plan

Subcontracting Plans are **not** required for small business concerns; however, Contractors who chose to submit a Small Business Subcontracting Plan with their initial proposal, shall comply with their Subcontracting Plan and Subcontracting Plan Addendums, incorporated into the OASIS SB contract by reference, to ensure that small business, small disadvantage

business (SDB), women-owned business (WOSB), HUBZone small business (HUBZone), veteran-owned small business (VOSB), and service-disabled veteran-owned small business (SDVOSB), are provided the maximum practicable opportunity to participate as Subcontractors.

The Subcontracting Plan covers the OASIS SB program as whole, however, the Contractor shall submit Individual Subcontract Reports (ISR) or the SF 294 Report and Summary Subcontract Reports (SSR) or the SF 295 Report per each individual Pool the Contractor has a contract award.

Affiliates of the Prime Contractor or Subcontractor are not included in these reports. Subcontract award data reported by Prime Contractors and Subcontractors shall be limited to awards made to their immediate next-tier Subcontractors.

Contractors are required to adhere to their Subcontracting Plan, incorporated into the basic contract by reference. When a Contractor does not meet any one or more of their Subcontracting Goals for a given reporting period, the Contractor shall explain, in writing, the rationale for not meeting the goals in the comments section of the ISR or SF 294.

G.3.4. Past Performance

Past performance information is relevant information, for future source selection purposes, regarding a Contractor's actions under a previously awarded contract. It includes, for example, the Contractor's record of conforming to contract requirements and to standards of good workmanship; record of forecasting and controlling costs; adherence to contract schedules, including the administrative aspects of performance; history of reasonable and cooperative behavior and commitment to customer satisfaction; reporting into required databases; record of integrity and business ethics; and business-like concern for the interest of the customer.

The OASIS Program Office requires use of the Contractor Performance Assessment Reporting System (CPARS) modules as the secure, confidential, information management tool to facilitate the performance evaluation process for task orders awarded under OASIS SB. However, if a customer agency requires an alternative past performance assessment reporting system for a specific task order(s) other than CPARS, the alternative reporting system takes precedence over CPARS.

The COCM will serve as a primary contact and who will be authorized access to the evaluation for review and comment for OASIS SB and task orders awarded under OASIS SB. The COCM shall respond promptly to past performance evaluations as documented by the OCO at the task order level and the OASIS SB CO for OASIS SB.

In addition, the COCM will be required to identify an alternate contact that will be responsible for notifying the OASIS SB CO in the event the primary contact is unavailable to process evaluations within the required 30-day time frame.

G.3.4.1. Contractor Self-Assessment

For the annual reporting period of June 20th through June 19th, the Contractor shall provide the OASIS SB Contracting Officer a self-assessment on the contractual requirements herein.

The purpose of the self-assessment is to support the OASIS SB Contracting Officer in monitoring Contractor's performance standards and compliances outlined in Sections F.4 through F.4.2. of this contract. Self-assessments will be used to resolve any performance or compliance weaknesses, if necessary.

The OASIS SB Contracting Officer will provide a standardized template to the COCM for submitting the self-assessment content and format. The self-assessment report is due August 31st for the preceding reporting period.

G.3.4.2. Task Order CPARS

The OASIS SB CO does not administer or evaluate task order performance. It is the sole responsibility of Federal customer agencies to evaluate each task order exceeding the simplified acquisition threshold under OASIS SB using the process and criteria in the Contractor Performance Assessment Reporting System (CPARS) or alternative past performance assessment reporting system. OCOs and customer agencies must use CPARS for task orders awarded under OASIS SB unless otherwise mandated by the customer agency to utilize past performance systems other than CPARS.

At a minimum, the OCO will be responsible for evaluating final Contractor performance upon task order completion. Interim performance evaluations may be conducted as prescribed by the customer agency's procedures on any task order

with a period of performance exceeding one year.

Evaluations of Contractor performance will be provided to the Contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of 30 days to submit comments, rebutting statements, or additional information.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the task order file, and may be used by Federal agencies to support future award decisions.

G.3.5. Insurance

The insurance coverage specified in FAR Subpart 28.3, Insurance, is the minimum insurance requirement for OASIS SB. Insurance coverage applies to the OASIS program as a whole (e.g. this requirement is cumulative across Pool(s) the Contractor has been awarded OASIS contracts under).

The OCO may require additional insurance coverage or higher limits specific to a task order awarded under OASIS SB. If the task order does not specify any insurance coverage amounts, the minimum insurance requirements in FAR Subpart 28.3 shall apply to the task order. OCOs must tailor insurance coverage clauses, provisions, and other applicable terms and conditions specific to each task order's contract type, solicitation, and award.

The Contractor must maintain the minimum insurance coverage for the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO and designated OCO for affected task orders, in writing, if there are any changes in the status of their insurance coverage and provide the reasons for the change and copies of ACORD Form, Certificate of Liability Insurance, as applicable.

The OASIS SB CO will maintain a record of each OASIS SB Contractor's status of insurance coverage for the OCO. Only those Contractors that meet the insurance coverage requirements on task order solicitations shall be eligible to compete.

G.3.6. Mergers, Acquisitions, Novation's, and Change-Of-Name Agreements

If a Contractor merges, is acquired, or recognizes a successor in interest to Government contracts when Contractor assets are transferred; or recognizes a change in a Contractor's name; or, executes novation agreements and change-of-name agreements by a CO other than the OASIS SB CO, the Contractor must notify the OASIS SB CO and provide a copy of the novation or other any other agreement that changes the status of the Contractor. This notification, if applicable, applies once to the OASIS CO and not for each Pool the Contractor has an award under.

All novation packages shall be submitted to oasismods@gsa.gov, and soft/electronic copies are required. Hard copies are not required, unless otherwise directed by the responsible contracting officer. [NOTE: The requirement at 42.1204(e) "...to submit three signed copies…" is considered to be met by submission of a complete electronic/soft copy Novation file, which the CO will replicate and share as appropriate to facilitate review and approval of the package.]

G.3.7. Responsibility and FAPIIS

The Contractor shall maintain sufficient resources and meet the responsibility standards and Contractor qualifications set forth in FAR Part 9, Contractor Qualifications, to continue performance under the OASIS program.

Subject to FAR 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters, the Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the term of OASIS SB, by posting the required information in the System for Award Management (SAM) database. This update applies for each Pool the Contractor has an award under.

G.3.8. VETS-4212 Reports

Subject to FAR 22.1303, Applicability, and FAR 52.222-37, Employment Reports on Veterans, the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Contractors and Subcontractors to report annually to the Department of Labor the number of employees in their workforces, by job category and hiring location, who are qualified covered veterans. VEVRAA also requires Contractors and Subcontractors to report the number of new hires during the reporting period who are qualified covered veterans.

Contractors shall submit a VETS-4212 report annually to the DOL VETS-4212 website and provide confirmation to the OASIS SB CO, even if the Contractor has no covered veterans or new employees to report during the reporting period.

This report applies for the OASIS Program as a whole, not for each Pool the Contractor has an award under.

G.3.9. FSRS Reports

Subject to FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards, Contractors are required to file a Federal Funding Accountability and Transparency Act (FFATA) Sub-Award Report by the end of the month following the month in which the prime Contractor awards any sub-contract greater than $25,000 into the FFATA Sub-Award Reporting System (FSRS). This reporting applies for each Pool the Contractor has an award under.

G.3.10. Post Award Small Business Program Re-Representation

Subject to FAR 52.219-28, Post-Award Small Business Program Re-Representation; the Contractor shall re-represent its size and socio-economic status upon the occurrence of any of the following:

1. Within 30 days after execution of a novation agreement
2. Within 30 days after a merger or acquisition that does not require a novation, and
3. Within 60 to 120 days prior to the end of the fifth year and prior to exercising Option I

The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to the Pool(s) that corresponds to the Contractor's respective OASIS SB Multiple Award Contract Number(s).

The Contractor shall make the re-representation by validating and updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall also notify the OASIS SB Contracting Officer in writing, within the timeframes specified above.

Novation Agreements or Mergers or Acquisitions that do not require a Novation:

After the execution of a novation agreement or, after a merger or acquisition that does not require a novation, if the Contractor's size standard changes from a small business concern to other than a small business concern and the Contractor has active task orders, including the exercise of options and modifications at the task order level, the Contractor shall be placed in Dormant Status immediately in accordance with Section H.16. After all the active task orders are closed out, the Contractor shall be Off Ramped in accordance with Section H.17. Furthermore, if a Contractor's size standard changes from a small business concern to other than a small business concern after a novation agreement or, after a merger or acquisition that does not require a novation, the Contractor shall not be eligible for Lateral Pool Ramping in accordance with Section H.15.1. or Vertical Contract On-Ramping in accordance with Section H.15.2. After the execution of a novation agreement or, after a merger or acquisition that does not require a novation, if the Contractor's socioeconomic status changes, the Contractor is not eligible to receive set-aside task orders in the socioeconomic categories for which the Contractor no longer qualifies.

Upon a novation, merger, or acquisition, if the successor Contractor's size standard remains a small business concern, the successor Contractor will automatically inherit the duties and responsibilities of the predecessor Contractor under the NAICS code assigned to the Pool(s) that corresponds to the Contractor's respective OASIS SB Multiple Award Contract Number(s).

Prior to the end of the Fifth Year and Exercising Option I:

At the end of the fifth year of this contract and prior to exercising Option I, if the Contractor's size standard changes from a small business concern to other than a small business concern and the Contractor has active task orders, including the exercise of options and modifications at the task order level, the Contractor shall continue performance of active task orders, but not have their OASIS SB Option exercised. However, the Contractor may be eligible for Lateral Pool Ramping in accordance with Section H.15.1. or Vertical Contact On-Ramping in accordance with Section H.15.2.

Upon re-certification at the end of the fifth year of this contract, if the Contractor's size standard remains a small business concern and the Contractor's Option Determination is determined justifiable by the OASIS SB Contracting Officer in accordance with Section G.5., the Contractor's Option I will be exercised and the Contractor will remain a small business concern under the Pool(s) that correspond to the Contractor's respective OASIS SB Multiple Award Contract Number(s) for the remaining period of performance of the contract.

G.4. OASIS SB AND TASK ORDER CLOSE-OUTS

OASIS SB contracts will be closed out upon the close-out of all task orders awarded under OASIS SB and all CAF fees submitted.

The OCO is responsible for closing out their task orders under OASIS SB. Task order close-out will be accomplished within the procedures set forth in FAR Part 4, Administrative Matters, and FAR Part 42, Contract Administration and Audit Services, and other agency specific regulatory supplements.

The OCO is encouraged to utilize FAR Subpart 42.708, Quick-Closeout Procedures, to the maximum extent practicable. The OCO has the authority to negotiate settlement of indirect costs in advance of the determination of final indirect cost rates if the task order is physically complete and the amount of unsettled indirect cost to be allocated to the task order is relatively insignificant. A determination of final indirect costs under quick-closeout procedures shall be final for the task order it covers and no adjustment shall be made to other task orders for over-or under-recoveries of costs allocated or allocable to the task order covered by the agreement. Once agreement for quick closeout is reached on an individual task order, a bilateral modification will be issued to close out the task order.

The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical after expiration, cancellation, or termination. The Contractor must report all task order close outs in the CPRM (See Section G.3.2.5.).

G.5. OPTION DETERMINATION

After the initial contract term of 5 years, OASIS SB has included an option to extend the term of the contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Contractor that performs at a level which meets or exceeds GSA's quality performance expectations.

In recognition of exceptional contract and task order performance of a particular Contractor during their initial 5-year term of performance, the Government will consider exercising a Contractor's Option I, for an additional 5 year term of performance.

The option determination for each Contractor will be based on FAR Subpart 17.207 for exercising the option term; the overall quality of the Contractor's past performance under OASIS SB and task orders awarded against OASIS; meeting the deliverable and compliance standards; and maintaining a strategic partnership between the OASIS SB Contractors, GSA personnel, and Federal customers to identify and achieve reciprocal goals.

Agile Task Order and Contract Administration Systems, Process and/or Procedures Changes

During the life of this contract there may be changes necessary to improve and enhance contract administration, data reporting, data management and overall contract performance. Such changes may occur, but are not limited to systems, processes and/or procedures utilized to administer the OASIS Program and the OASIS contracts. All OASIS prime contractors, whether in active or dormant status, must comply and utilize all systems, processes and procedures as directed by the OASIS contracting officer(s) throughout the life of the contract, and the active period of performance of all task orders issued under an OASIS contract. Directions may not always come in the form of a modification and may be provided via email or via letter from a contracting officer. Contractors will be provided a reasonable transition time for any newly required systems, processes or procedures. Reasonable transition time will be determined by the circumstances created by the change and will vary on a case-by-case basis.

(END OF SECTION G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. BACKGROUND

This section provides special contract requirements for OASIS SB and each task order placed under OASIS SB for the most effective and efficient streamlined ordering processes for customer agencies and to facilitate the overall quality and success of professional service-based solutions.

Clauses and other requirements regarding special contract requirements may be designated by the OCO at the task order level.

H.2. OBSERVANCE OF FEDERAL HOLIDAYS

The Contractor shall observe Federal holidays and other days identified in this section unless otherwise indicated in individual task orders. The Government observes the following days as holidays:

1. New Year's Day
2. Birthday of Martin Luther King Jr. Day
3. Washington's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day, and
10. Christmas Day

In addition to the days designated as holidays, the Government may also observe the following days:

1. Any day designated by Federal Statute; Executive Order; or President's Proclamation

Notwithstanding holidays and Government closures, the Contractor shall perform in accordance with the terms established in OASIS SB and associated task orders.

H.3. ORDERING PROCEDURES

All task orders under OASIS SB must:

1. Be awarded by an OCO with a Delegation of Procurement Authority (DPA) or by a Contractor authorized to use the OASIS SB Contracts as a Government Source of Supply
2. Be within the scope of Section C and all other terms and conditions of the OASIS Subcontract
3. Be solicited and awarded under the proper NAICS Code and corresponding OASIS SB MA-IDIQ Contract Number (See Section H.4.)
4. Identify the proper Product Service Code (See Section H.5.) and,
5. Comply with the OASIS SB Contract, OASIS SB DPA Training, OASIS SB Ordering Guide, the Ordering Procedures in FAR Subpart 16.505, Ordering, and other applicable agency specific regulatory supplements

The OCO must tailor all optional and agency supplemental clauses, provisions, and other applicable terms and conditions specific to the task order solicitation and award (See Section I.1 Task Order Clauses).
All costs associated with the preparation, presentation, and discussion of the Contractor's proposal in response to a task order solicitation will be at the Contractor's sole and exclusive expense and each task order will be funded by the ordering agency at the task order level.

H.3.1. Set-Asides Based on Socio-Economic Group

OASIS Small Business (SB) is a total small business set-aside contract. All orders issued under OASIS SB are automatically considered set-aside for small business as only small businesses were awarded an OASIS SB contract.

All OASIS SB Contractors' size/socioeconomic status remains unchanged in each of their OASIS SB contracts unless modified by a FAR 52.219-28 representation.

Unless the order solicitation explicitly requires size/socioeconomic re-certification at the order level, the ordering contracting officer shall rely on the size/socioeconomic status shown in the OASIS SB Contractor list available for download here: https://www.gsa.gov/oasis.

Section M.3 of the OASIS SB solicitation reserved award for at least three HUBZone Small Businesses, three Service Disabled Veteran-Owned Small Businesses (SDVOSB), three Women-Owned Small Businesses (WOSB), three Economically Disadvantaged Women-Owned Small Businesses (EDWOSB). To accommodate 8(a) procurements, 8(a) sub pool contracts were separately awarded. The OASIS SB contracts cannot be utilized to make 8(a) direct or competitive awards.

The ordering contracting officer has discretionary authority via 15 USC 644(r)(2) to further set-aside orders based on socio-economic groups when it is anticipated that offers will be obtained from at least two small business concerns within a specific socio-economic group.

There is not currently the ability for any directed (e.g. sole source SDVOSB) socioeconomic orders as that authority is excluded in the FAR (e.g. FAR 19.1404(b)).

In accordance with 15 USC 644(r)(2), the socio-economic groups eligible for competitive set-asides are identified as follows:

1. HUBZone small business concerns
2. Service-disabled veteran-owned small business (SDVOSB)concerns
3. ** Economically disadvantaged women-owned small business (EDWOSB) concerns eligible under the Women- owned Small Business Program and Repository
4. ** Women-owned small business (WOSB) concerns eligible under the WOSB Program and Repository

** EDWOSB and WOSB competitive set-asides are subject to specific North American Industry Classification System (NAICS) industry groups in which EDWOSBs and WOSBs are underrepresented. The eligible NAICS Codes for EDWOSB and WOSB set-asides are subject to change by the SBA. See https://www.sba.gov/wosb for the updated list of NAICS Codes to determine OASIS SB Pool NAICS availability for EDWOSB or WOSB set-asides.
[End of the Section]

H.4. NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The Office of Management and Budget's (OMB's) North American Industry Classification System (NAICS) is a coding system for classifying where services are performed by type of economic activity in order to analyze economic data and promote uniformity in describing the economy.

The Small Business Administration (SBA) assigns a business size standard to each NAICS code, which is usually stated in number of employees or average annual receipts, to represent the largest size that a business (including its subsidiaries and affiliates) may be to remain classified as a small business by the SBA in order to qualify for small business socio-economic programs.

NAICS Codes and small business size standards are periodically updated and revised by SBA. If SBA revises NAICS Code(s) and small business size standard(s) that are within the scope of OASIS SB during the term of OASIS SB, the OASIS SB CO may need to update the OASIS SB MA-IDIQ task order contracts to reflect the updated NAICS Code(s) and small business size standards(s).

H.4.1. Pool 5a NAICS Codes

All NAICS Codes associated to this contract are grouped under the small business size standard of 1,250 Employees Business Size Standard and identified in Section H.4.2.

H.4.2. Predominant Task Order NAICS Determination

The OCO has the responsibility to determine which predominant NAICS code applies to a task order solicitation, whether or not the task order is unrestricted or set-aside, including the type of socio-economic set-aside if applicable, and whether or not the solicitation is sole-source or competitive. If the solicitation could be classified in two or more NAICS codes with the same or different size standard, the OCO shall only apply the OASIS SB Pool 5a NAICS code and corresponding size standard for the industry accounting for the greatest percentage of anticipated task order price/cost.

Under this contract, the OCO must identify a predominant OASIS SB Pool 5a NAICS Code and 1,250 Employee Business Size Standard from the table below in the task order solicitation.

The OCO must provide fair opportunity to all Contractors under OASIS SB Pool 5a for solicitation purposes, unless an exception to fair opportunity under OASIS SB Pool 5a has been properly executed. Ordering Procedures at FAR 16.505 apply.

Only OASIS SB Pool 5a NAICS Codes are eligible to be selected as the predominant NAICS Code for task orders solicited under this contract and only OASIS SB Pool 5a Contractors are eligible to receive solicitations and task order awards under this contract.

POOL 5A (1,250 Employee Business Size Standard)	
NAICS CODE	**NAICS TITLE**
541715 Exception B	Other Aircraft Parts and Auxiliary Equipment

The following NAICS codes are allowable substitutes under Pool 5A:

541712 substituted for 541715

H.5. PRODUCT SERVICE CODES (PSC)

The PSC represents what products, services, and/or research and development (R&D) was purchased by the Federal Government for each task order award reported in the Federal Procurement Data System (FPDS).

The scope of OASIS SB spans across many PSCs, however, the primary PSC selected must be based on the predominant service that is being purchased.

The CPRM reporting system facilitates compliance with proper PSC reporting for all federal agencies, including DoD's taxonomy for the acquisition of services that maps PSCs into 6 separate Portfolio Groups, such as, Knowledge Based Services; Facility Related Services; Transportation Services; Medical Services, Electronics & Communication Services; and Equipment Related Services.

The OCO must identify the PSC in the task order solicitation and report the PSC in the Federal Procurement Data System (FPDS).

The Contractor shall enter the PSC in CPRM for each task order award.

H.6. SYSTEMS, CERTIFICATIONS, AND CLEARANCES

Acceptable Accounting Systems are mandatory for all Contractors on OASIS SB. All other Systems, Certifications, and Clearances are optional; however, Contractors are encouraged to acquire the following Systems, Certifications, and Clearances for the benefit of customer agencies.

All Systems, Certifications, and Clearances must be maintained at the Contractors current level at time of award or higher

throughout the period of performance of OASIS SB. For example, if a Contractor received an evaluation credit for having an Approved Purchasing System and CMMI Level 3 certification at time of award, then the Contractor must maintain an Approved Purchasing System and CMMI Level 3 certification level or higher for the life of OASIS SB.

Failure to meet the following deliverables, reports, or compliance standards may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped (See Sections H.16. and H.17.).

For each Contractor, the OASIS Program Office will maintain a current list of all applicable Systems, Certifications, and Clearances for the OCO upon request.

H.6.1. Acceptable Accounting System

An acceptable accounting system is a system that is approved by the OASIS SB CO and provides for the proper segregation, identification, accumulation, and allocation of direct and indirect costs for government procurements

Acceptable Accounting Systems are mandatory. The Contractor must maintain an acceptable accounting system for the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO and designated OCO for affected task orders, in writing, if there are any changes in the status of their accounting system and provide the reasons for the change and copies of audit reports, as applicable.

Only those Contractors that maintain an acceptable accounting system, as approved by the OASIS SB CO, shall be eligible for task order solicitations.

H.6.2. Acceptable Estimating System

An estimating system is a system that includes policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards.

An acceptable estimating system means an estimating system that is:

1. Maintained, reliable, and consistently applied
2. Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices
3. Is consistent with and integrated with the Contractor's related management systems
4. Is subject to applicable financial control systems

An Acceptable Estimating System is not mandatory; however, Contractors are encouraged to have an acceptable estimating system approved by the Defense Contract Management Agency (DCMA) or other cognizant auditor for the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO and designated OCO for affected task orders, in writing, if there are any changes in the status of their estimating system and provide the reasons for the change and copies of audit reports, as applicable.

H.6.3. Reserved

H.6.4. Forward Pricing Rate Agreements, Forward Pricing Rate Recommendations, and Approved Billing Rates

Billing rates and final indirect cost rates may be used in reimbursing indirect costs under cost-reimbursement task orders and in determining progress payments under fixed-price task orders.

A Forward Pricing Rate Agreement (FPRA) means a written agreement to make certain rates available during a specified period for use in pricing contracts or modifications. These rates represent reasonable projections of specific costs that are not easily estimated for, identified with, or generated by a specific contract, contract end item, or task. These projections may include rates for such things as direct labor, indirect costs, material obsolescence and usage, and material handling.

A Forward Pricing Rate Recommendation (FPRR) means a set of rates and factors unilaterally established by the ACO for use by the Government in negotiations or other contract actions when forward pricing rate agreement negotiations have not been

completed or when the Contractor will not agree to a forward pricing rate agreement.

Approved Billing Rates means an indirect cost rate established temporarily for interim reimbursement of incurred indirect costs and adjusted as necessary pending establishment of final indirect cost rates.

For Time and Material, Labor-Hour, and Cost Reimbursement (all types) task orders solicited and awarded under OASIS SB, Contractors are encouraged to execute a FPRA and/or approved billing rates to the maximum extent practicable. Contractors may use FPRRs when an FPRA has not been negotiated.

The Contractor shall notify the OASIS SB CO and designated OCO for affected task orders, in writing, if there are any changes in the status of their FPRA, FPRR, and/or approved billing rates and provide the reasons for the change and copies of audit reports, as applicable.

FPRA, FPRR, and/or Approved Billing Rates will not be disclosed on the OASIS SB website. Only the OCO will have access to this information upon request.

H.6.5. Approved Purchasing System

An approved purchasing system means the Contractor's purchasing system has been approved under a Contractor Purchasing System Review (CPSR) for efficiency and effectiveness with which the Contractor spends Government funds and complies with Government policy when subcontracting.

Advance notification requirements for subcontracting and consent to subcontract are not required when a Contractor has an approved purchasing system unless otherwise requested by the OCO on an individual task order or task orders with no subcontracting possibilities or for commercial items acquired under FAR Part 12.

An Approved Purchasing System is not mandatory; however, Contractors are encouraged to have a purchasing system approved by the Defense Contract Management Agency (DCMA) or other cognizant Government administration office for the entire term of OASIS SB.

The Contractor shall notify the OASIS SB CO and designated OCO for affected task orders, in writing, if there are any changes in the status of their purchasing system and provide the reasons for the change and copies of CPSR reports, as applicable.

H.6.6. Earned Value Management System

An earned value management system (EVMS) means a project management tool that effectively integrates the project scope of work with cost, schedule and performance elements for optimum project planning and control. The qualities and operating characteristics of EVMS are described in American National Standards Institute /Electronics Industries Alliance (ANSI/EIA) Standard-748.

An EVMS is not mandatory; however, Contractors are encouraged to have an EVMS ANSI/EIA Standard-748 during the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO, in writing, if there are any changes in the status of their EVMS and provide the reasons for the change and copies of audits by the Defense Contract Management Agency (DCMA) or other cognizant Government administration office, as applicable. If only part of a Contractor's organization is EVMS ANSI/EIA Standard-748 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

H.6.7. ISO 9001 Certification

International Organization for Standardization (ISO) 9001 Certification specifies requirements for a quality management system to demonstrate the Contractor's ability to consistently meet the customer requirements as well as statutory and regulatory requirements.

An ISO 9001 Certification is not mandatory; however, Contractors are encouraged to have ISO 9001 Certification during the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO, in writing, if there are any changes in the status of their ISO 9001 Certification and provide the reasons for the change and copies of audits from an ISO 9001 Certification Body, as applicable. If only part of a Contractor's organization is ISO 9001 certified, the Contractor shall make the distinction

between which business units or sites and geographic locations have been certified.

H.6.8. ISO 17025 Certification

International Organization for Standardization (ISO) 17025 Certification is used by laboratories to implement a quality system aimed at improving their ability to consistently produce valid results.

An ISO 17025 Certification is not mandatory; however, Contractors who desire to compete for work involving laboratories within the research and development industry are encouraged to have ISO 17025 Certification during the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO, in writing, if there are any changes in the status of their ISO 17025 Certification and provide the reasons for the change and copies of audits from an ISO 17025 Certification Body, as applicable. If only part of a Contractor's organization is ISO 17025 certified the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

H.6.9. ISO 14001 Certification

International Organization for Standardization (ISO) 14001 Certification is applicable to any organization that wishes to establish, implement, maintain and improve their environmental management system and to assure itself of conformity with its stated environmental policy.

An ISO 14001 Certification is not mandatory; however, Contractors who desire to compete for environmental related work are encouraged to have ISO 14001 Certification during the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO, in writing, if there are any changes in the status of their ISO 14001 Certification and provide the reasons for the change and copies of audits from an ISO 14001 Certification Body, as applicable. If only part of a Contractor's organization is ISO 14001 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

H.6.10. AS9100 Certification

AS9100 Certification specifies requirements for a quality management system to demonstrate the Contractor's ability to consistently meet the customer requirements as well as statutory and regulatory requirements for the aerospace industry.

An AS9100 Certification is not mandatory; however, Contractors who desire to compete for work within the aerospace industry are encouraged to have AS9100 Certification during the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO, in writing, if there are any changes in the status of their AS9100 Certification and provide the reasons for the change and copies of audits from an AS9100 Certification Body, as applicable. If only part of a Contractor's organization is AS9100 certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

H.6.11. CMMI Maturity Level Certification

Capability Maturity Model Integration (CMMI) is a 5-level approach to improve processes across projects, divisions, or an entire organization in the areas of acquisition, services, and/or development.

CMMI Certification is not mandatory; however, Contractors are encouraged to have CMMI Maturity Level 2 or higher in acquisition, services, and/or development during the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO, in writing, if there are any changes in the status of their CMMI Level and provide the reasons for the change and copies of appraisals from a CMMI Instituted Certified Lead Appraiser, as applicable. If only part of a Contractor's organization is CMMI certified, the Contractor shall make the distinction between which business units or sites and geographic locations have been certified.

H.6.12. Meaningful Relationship Commitment Letters

If applicable, Meaningful Relationship Commitment Letter(s) (MRCL) establishes the relationship and commitments of performance for Contractors who share Systems, Certifications, and Clearances from other affiliates, divisions, or subsidiaries within a Contractor's internal corporate structure.

If applicable, the Contractor must maintain and honor each MRCL for the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO, in writing, if there are any changes in the status of their internal corporate relationships or commitments and provide the reasons for the change.

If applicable, the Contractor's MRCLs are incorporated by reference into the OASIS SB contract and the OASIS Program Office will provide MRCLs for the OCO upon request.

H.7. SECURITY CLEARANCE REQUIREMENTS

The OCO must tailor security requirements (both facility and employee), clauses, provisions, and other applicable terms and conditions specific to each task order's solicitation and award.

Only those Contractors that meet the required security clearance levels on individual task order solicitations are eligible to compete for such task orders.

In general, all necessary facility and employee security clearances shall be at the expense of the Contractor. In some cases, Government offices that conduct background investigations do not have a means for accepting direct compensation from Contractors and instead charge customer agencies for the background investigations. In these cases, the Contractor shall be flexible in establishing ways of reimbursing the Government for these expenses. The individual task order should specify the terms and conditions for reimbursement, if any, for obtaining security clearances. The Contractor shall comply with all security requirements in task orders awarded under OASIS SB.

H.7.1. Facility Clearance Level

A facility clearance level (FCL) is when a Contractor's facility is eligible for access to classified information at the Confidential, Secret, or Top-Secret level. The FCL includes the execution of a Department of Defense (DoD) Security Agreement (DD Form 441 and DD Form 441-1) and Certificate Pertaining to Foreign Interests (SF 328).

Under the terms of a FCL agreement, the Government agrees to issue the FCL and inform the Contractor as to the security classification of information to which the Contractor will have access. The Contractor, in turn, agrees to abide by the security requirements set forth in the National Industrial Security Program Operating Manual, commonly referred to as the NISPOM.

There are no mandatory levels of facility security clearance for Contractors under OASIS; however, task orders may require an FCL at any level, under OASIS SB.

The Contractor, at its own expense, must maintain their FCL by the Defense Security Service (DSS) for the entire term of OASIS SB. The Contractor shall notify the OASIS SB CO and designated OCO for affected task orders, in writing, if there are any changes in the status of their FCL and provide the reasons for the change. If only part of a Contractor's organization has a FCL, the Contractor shall make the distinction between which business units or sites and geographic locations have a FCL.

Only those Contractors that meet a required FCL level on task order solicitations shall be eligible to compete.

H.7.2. Employee Security Clearance

Security clearances for Contractor employees, including Subcontractor employees, may require Confidential, Secret, Top Secret, Agency-Specific Clearances, and/or Special Background Investigations for Sensitive Compartmented Information or Special Access Programs. In such cases, the Contractor, at its own expense, is responsible for providing and maintaining personnel with the appropriate security clearances to ensure compliance with Government security regulations, as specified in the individual task order.

The Contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employee's trustworthiness and suitability for the position. Task orders containing classified work may also include a Contract Security Classification Specification, (i.e., DD Form 254 or civilian agency equivalent).

The Government has full and complete control over granting, denying, withholding or terminating security clearances for employees. The granting of a clearance shall not prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

H.7.3. HSPD-12

When a Contractor or their Subcontractors are required to have physical access to a Federal controlled facility or access to a Federal information system, the Contractor shall comply with agency personal identity verification procedures in task orders that implement Homeland Security Presidential Directives-12 (HSPD-12).

H.8. SUSTAINABILITY

OASIS SB seeks to benefit from the use of sustainable management practices by Contractors including tracking and seeking continual reductions in energy usage, greenhouse gas emissions, water consumption, solid waste and hazardous waste, and other relevant environmental impacts and associated costs.

Use of these sustainable management practices results in lower environmental impacts of delivered products and services, helping customers meet sustainable acquisition requirements under Executive Order 13514: Federal Leadership in Environmental, Energy and Economic Performance, and its precursors, successors and related regulations.

Public disclosures of environmental impacts and sustainable management practices have been associated with increased operational efficiency, lower overhead costs, and reduced supply chain and other business risks for disclosing companies.

Sustainability disclosures can help OASIS SB customers understand the major environmental impacts of procured products and services, familiarize themselves with the available strategies for reducing these impacts, and design projects and task order requirements which incorporate these strategies.

GSA encourages Contractors to provide the location(s) (Internet URL or URLs) of one or more sources of publicly available information regarding its company-wide environmental impacts and sustainable management practices (sustainability disclosures) on the Contractor's OASIS SB webpage. In making sustainability disclosures, the Contractor is requested to utilize existing, widely recognized third-party sustainability reporting portals and services such as the Global Reporting Initiative (GRI) Sustainability Disclosure Database (database of corporate social responsibility (CSR) reports) and the Carbon Disclosure Project (CDP) Climate Change and Water Disclosure Questionnaires. Additionally, it is strongly encouraged that all sustainability disclosures be kept up-to-date and accurate.

These sustainability-related standards, including estimates of the lifecycle costs and environmental impacts of proposed solutions, may apply at the task order level.

H.9. PROPRIETARY SOLUTIONS

Contractors are discouraged from proposing proprietary solutions in response to OASIS SB task order requirements that necessitate the Contractor's proprietary process, system, maintenance, and/or solution that would prevent competition at a future point or require sustained and non-competitive support.

If a proprietary solution is proposed by a Contractor for a given task order requirement, the Contractor shall mark their proposal accordingly and make it clear to the OCO all limitations and costs associated with the solution.

H.10. LIMITATIONS ON SUBCONTRACTING

In performance of services awarded under OASIS SB, FAR 52.219-14 Limitations on Subcontracting (DEVIATION 2019-06) will be monitored and strictly enforced by the OASIS SB CO.

In performance of all task orders combined (not each task order unless required by the OCO for their individual task order) the contractor will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded.

This requirement applies for each Pool the Contractor has received an award under.

H.11. PARTNERING

GSA intends to encourage the foundation of a cohesive partnership between the OASIS SB Contractors, GSA OASIS SB

personnel, and Federal agency customers to identify and achieve reciprocal goals, with effective and efficient customer-focused service, in accordance with the terms of the OASIS SB contract.

Failure to attend meetings, maintain a Contractor OASIS SB webpage, or otherwise not comply with this section may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped (See Sections H.16. and H.17.).

H.11.1. Meetings

From time to time, the Government may require Contractor attendance, including the attendance of Contractor Key Personnel, at meetings at various locations.

Meetings may be via webcasting, in-person at a government facility, a commercial conference center, or a mutually agreed-upon Contractor facility on a rotational basis, as determined by the Government. Follow-up meetings may be held periodically throughout the duration of OASIS SB in order to assess performance against the goals and to reinforce partnering principles.

GSA may require up to four OASIS SB Program Management Review (PMR) meetings per year. The goal of the PMR meetings are to provide a platform for OASIS SB Contractors, OASIS SB staff, and other agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing GSA and Government-wide initiatives, and address OASIS SB fundamentals. Any Contractor costs associated to PMR Meetings shall be at no direct cost to the Government.

H.11.2. GSA OASIS SB Webpage

GSA will establish an OASIS SB website for the purposes of informing our customers, stakeholders, and the general public of the attributes and procedures for OASIS SB.

The GSA OASIS SB webpage will include, but not be limited to, the following:

1. General overview of the attributes of OASIS SB
2. The OASIS SB conformed contract through the latest modification (Sections B through J)
3. GSA Key Personnel point of contact (POC) information (Names, Titles, Phone Numbers, E-mail Addresses)
4. Contractor Key Personnel POC information (Names, Titles, Phone Numbers, E-mail Addresses)
5. List of Contractor Numbers, Company Names by NAICS Pools and MA-IDIQ task order contracts, and direct POC for issuing task order solicitations by an OCO
6. Delegation of Procurement Authority (DPA) process for the OCO
7. OASIS SB Training and Ordering Guides
8. Sample procurement templates for the OCO
9. Scope review process for the OCO
10. Statistical information by Agency and Contractor
11. Links to other mandatory websites for reporting purposes or ordering procedures
12. List of Contractors not eligible for solicitations and awards due to Dormant Status or Off Ramped, if necessary.
13. List of Contractors eligible for Socio-Economic set-asides by type of category
14. Frequently Asked Questions

H.11.3. Contractor OASIS SB Webpage

Within 30 days of the Notice to Proceed, the Contractor shall develop and maintain a current, publicly available webpage accessible via the Internet throughout the term of OASIS SB and task orders awarded under OASIS SB. The Contractor shall make their OASIS SB webpage Rehabilitation Act Section 508 compliant.

The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide professional support services under OASIS SB.

At a minimum, this webpage must include, but is not limited to the following:

1. Link to the GSA OASIS SB webpage
2. General Overview of OASIS
3. OASIS SB related marketing materials and news releases

4. Contractor Capabilities for OASIS
5. Contractor Key Personnel POC information (Names, Titles, Phone Numbers, E-mail Addresses)
6. The OASIS SB conformed contract through the latest modification (Sections B through J) in Adobe format
7. The OASIS SB Contract's Awarded DUNS Number and CAGE Code
8. Sustainability Disclosures, if any

H.11.4. Marketing

The Contractor must maintain participation by actively pursuing work and competing for task order solicitations under OASIS SB.

The Contractor may develop company specific OASIS SB brochures for distribution at trade shows, conferences, seminars, etc., and distribute printed materials to enhance awareness of OASIS SB.

The Contractor may participate in various conferences and trade shows to facilitate outreach efforts for federal agency customers and to aid in the marketing of OASIS SB.

All marketing, promotional materials, and news releases in connection with OASIS SB or task order awards under OASIS SB, including information on the Contractor's OASIS SB webpage, may be co-branded with marks owned or licensed by the Contractor and GSA, as long as the Contractor complies with GSAM 552.203-71, Restriction on Advertising.

H.11.5. Minimum Task Order Awards or Estimated Value

Starting from the date of the OASIS SB Notice-to-Proceed, the Contractor shall attain a minimum of 3 task order awards, or a total task order estimated value of $20M (total estimated value of all task orders inclusive of all options) prior to the exercise of Option I under OASIS SB.

This requirement applies to the OASIS program as a whole (e.g. this requirement is cumulative across all task orders awarded under the Pool(s) the Contractor has been awarded OASIS SB contracts under).

In the event a Contractor is on-ramped to the contract after original contract award, the number of expected task order awards to be attained shall be proportionate with the amount of time spent on the contract in the base period. For example, if the Contractor is on-ramped to the contract in Year 1, the Contractor would be expected to attain a minimum of 2 task order awards or total task order estimated value of $13.3M prior to the exercise of Option I.
Failure to attain the expected number of task order awards or estimated value prior to the exercise of Option I may result in a Contractor being Off-Ramped (See Section H.16.); the minimum requirements of this section may be waived at the sole discretion of the OASIS SB Contracting Officer.

H.12. TRAINING AND PERMITS

The Contactor shall provide fully trained and experienced personnel required for performance under task orders awarded under OASIS SB. The Contractor shall train Contractor personnel, at its own expense, except when the OCO has given prior approval for specific training to meet special requirements that are peculiar to a particular task order.

Except as otherwise provided in an individual task order, the Contractor shall, at its own expense, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits, and for complying with any applicable Federal, national, state, and municipal laws, codes, and regulations, and any applicable foreign work permits, authorizations, and/or visas in connection with the performance of any applicable task order issued under OASIS SB.

H.13. ETHICS AND CONDUCT

Personal services are not authorized under OASIS SB. OASIS SB is strictly a non-personal services contract which means the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

The Contractor and its employees must conduct themselves with the highest degree of integrity and honesty and adhere to the policies and procedures as specified in FAR Part 3 and GSAM Part 503 Improper Business Practices and Personal Conflicts of Interest.

Failure to adhere to proper ethics and conduct may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped (Sections H.16. and H.17.).

H.13.1. Supervision

The Contactor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor under OASIS SB and the Government will not exercise any supervision or control over the Contractor in the performance of contractual services under OASIS SB. The Contractor is accountable to the Government for the actions of its personnel.

Contractor employees shall not represent themselves as Government employees, agents, or representatives or state orally or in writing at any time that they are acting on behalf of the Government.

In all communications with third parties in connection with OASIS SB, the Contractor must ensure that all Contractor employees identify themselves as Contractor employees and identify the name of the company for which they work and, must not carry out any direction that violates the terms and conditions of OASIS SB.

The Contactor shall ensure that all of its employees, including Subcontractor employees, working under OASIS SB are informed of the substance of this Section.

If the Contractor believes any action or communication has been given that would create a personal services relationship between the Government and any Contractor employee or any other potential supervision or duty violation, the Contractor must notify the OCO and OASIS SB CO immediately of this communication oration.

H.13.2. Conduct

The Contactor shall not discuss with unauthorized persons any information obtained in the performance of work under OASIS; conduct business other than that which is covered by OASIS SB during periods funded by the Government; conduct business not directly related to OASIS SB on Government premises; use Government computer systems and/or other Government facilities for company or personal business; recruit on Government premises; or otherwise act to disrupt official Government business.

The Contactor shall ensure that all of its employees, including Subcontractor employees, working under OASIS SB are informed of the substance of this clause.

If the Contractor believes any action or communication has been given that would create a business ethic or conduct violation, the Contractor must notify the OCO and OASIS SB CO immediately of this communication or action.

H.13.3. Conflicts of Interest

The guidelines and procedures of FAR Subpart 9.5 and GSAM Subpart 509.5, Organizational and Consultant Conflicts of Interest, and FAR Part 3 and GSAM Part 3, Improper Business Practices and Personal Conflicts of Interest, will be used in identifying and resolving any issues of a conflict of interest under OASIS SB. The FAR and other applicable agency specific regulatory supplements will govern task orders awarded under OASIS SB.

Assuming no real or potential conflict of interest, an OASIS SB Prime Contractor may be a Subcontractor to another Prime Contractor on task orders solicited and awarded under OASIS or OASIS SB; however, the OCO may require that the Contractor sign an Organizational Conflict of Interest (OCI) Statement in which the Contractor (and any Subcontractors or teaming partners) agree not to submit any proposal or provide any support to any firm which is submitting (as Prime or Subcontractor) any proposal for any solicitation resulting from the work on a specific task order under OASIS SB.

All Contractor personnel (to include Subcontractors and Consultants) who will be personally and substantially involved in the performance of any task order issued under OASIS SB which requires the Contractor to act on behalf of or provide advice with respect to any phase of an agency procurement shall execute and submit an “Employee/Contractor Non-Disclosure Agreement” Form. The OCO will provide the appropriate nondisclosure form specific to the procurement. This form shall be required prior to the commencement of any work on such task order and whenever replacement personnel are proposed under an ongoing task order.

The Contractor shall be responsible for identifying and preventing personal conflicts of interest of their employees. The Contractor shall prohibit employees who have access to non-public information by reason of performance on a Government contract from using that information for personal gain.

In the event that a task order requires activity that would create an actual or potential conflict of interest, the Contractor shall immediately notify the OCO of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the OCO to proceed; or identify the conflict and recommend to the OCO an alternate approach to avoid the conflict.

The OCO or OASIS SB CO, if necessary, will review the information provided by the Contractor and make a determination whether to proceed with the task order and process a request for waiver, if necessary.

H.13.4. Cooperation with other Contractors on Government Sites

The Government may undertake or award other contracts or task orders for work at or in close proximity to the site of the work under OASIS SB. The Contractor shall fully cooperate with the other Contractors and with Government employees and shall carefully adapt scheduling and performing the work under OASIS SB to accommodate the working environment, heeding any direction that may be provided by the OCO. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Government employees.

H.14. GOVERNMENT PROPERTY

For task orders awarded under OASIS SB, Government property matters shall follow the same policies and procedures for Government property under FAR Part 45, Government Property and other applicable agency specific regulatory supplements.

FAR Part 45 does not apply to Government property that is incidental to the place of performance, when the task order requires Contractor personnel to be located on a Government site or installation, and when the property used by the Contractor within the location remains accountable to the Government.

Unless otherwise specified in a task order, the Contactor shall provide all office equipment and consumable supplies at the Contractor's sole and exclusive expense, including computers/workstations used in daily operation in support of OASIS SB.

The OCO must tailor property clauses, provisions, and other applicable terms and conditions specific to each task order solicitation and award.

H.14.1. Leasing of Real and Personal Property

The Government contemplates that leases may be part of a task order solution offered by a Contractor, but the Government, where the Contractor's solution includes leasing, must not be the Lessee. Under no circumstances on any task order awarded under OASIS SB shall the Government be deemed to have privity-of-contract with the Owner/Lessor of the Leased Items; or, the Government be held liable for early Termination/Cancellation damages if the Government decides not to exercise an option period under a task order unless the Contractor has specifically disclosed the amount of such damages (or the formula by which such damages would be calculated) as part of its proposal and the OCO for the task order has specifically approved/allowed such damages as part of the task order terms and conditions.

H.14.2. Government Facilities

The Contactor shall arrange with the OCO or other designated representative for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators, and similar matters.A Contractor working in a government facility shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to their employees as necessary.

The Contractor is responsible for ensuring that their employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on their employer and the Federal Government.

The Contactor shall ensure that all of its employees, including Subcontractor employees, working under OASIS SB are informed of the substance of this clause.

H.14.3. Rights of Ingress and Egress

The rights of ingress to, and egress from, Government facilities for the Contractor's personnel must be specified in the task order. Specific federally controlled facilities or those areas located within a given facility may have additional security clearance requirements must be specified in the task order.

Contractor employees, including Subcontractor employees, shall have in their possession, at all times while working, the specific Government identification credential issued by the Government. The identification credential shall be displayed and be visible at all times while on Government property.

During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the facility access policies and the conduct of personnel. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the Government facilities.

The Contactor shall be responsible for ensuring that all identification credentials are returned to the issuing agency whenever contract employees leave the contract, when the task order has been completed, employees leave the company, or employees are dismissed or terminated. The Contractor shall notify the issuing agency whenever employee badges are lost.

H.15. ON-RAMPING

The total number of Contractors within any of the 7 OASIS SB Pools may fluctuate due to any number of reasons including but not limited to, competition levels on task orders, mergers & acquisitions; the Government's exercise of the off-ramp process; and OASIS SB Contractors outgrowing their small business size status under their existing OASIS SB Contract.

It is in the Government's best interest that there remain an adequate number of Contractors eligible to compete for task orders in each OASIS SB Contract to meet the Government's professional service mission requirements.

Contractors are hereby notified that utilization of any on-ramping procedure below does not obligate the Government to perform any other on-ramping procedure. Furthermore, any on-ramping procedure may be performed for any <u>single</u> OASIS SB Pool at any time.

H.15.1. Lateral Pool Ramping

In accordance with Section G.3.10., Contractors under OASIS SB will be required to recertify their business size standard under their existing NAICS Pool(s).

For those OASIS SB Contractors who no longer certify as a small business for their respective Pool(s), the OASIS SB Contractor may elect to be considered for an OASIS SB Pool with a higher size standard if they qualify as a small business for that size standard and were not already included in that Pool.

Additionally, for those OASIS SB Contractors who now certify as a small business for other OASIS Pool(s) that they did not previously fit the size standard, the OASIS SB Contractor may elect to be considered for an OASIS SB Pool with a lower size standard if they qualify as a small business for that size standard and were not already included in that Pool.

For example, if Contractor X in OASIS SB Pool 1 ($16.5M size standard) only has a contract in Pool 1 and no longer qualifies as a small business for that Pool after recertification, Contractor X may elect to be considered for Pools 2 through 6 assuming they can qualify as a small business for each of those respective Pools.
Example 2: Contractor X in OASIS SB Pool 2 ($22M size standard) experiences reduced business volume and now qualifies as a small business for Pool 1 after recertification. Contractor X may now elect to be considered for Pool 1 assuming they can qualify as a small business for that Pools.

In order to obtain a Lateral Pool Ramp, the Contractor must:

1. Have outgrown their Pool size standard on the basis of natural growth, <u>not</u> on the basis of a merger, acquisition or novation agreement in recognition of a successor in interest when Contractor assets are transferred during the term

of OASIS SB OR certify as a lower size standard than originally proposed.
2. Qualify as a small business for the Pool(s) being applied for
3. Demonstrate successful performance under the OASIS SB contract
4. Submit a proposal in response to a solicitation materially identical to the original version of the OASIS SB solicitation and,
5. Receive a proposal score equal to or higher than the lowest scoring Contractor within the Pool being applied for. Note: The lowest scoring Contractor is based on the lowest evaluated numerical score within a given Pool in accordance with the scoring table in Section M.6. of the OASIS SB solicitation at the time of the original OASIS Subawards.

The lateral Pool ramping solicitation will include the same evaluation factors/sub-factors as the original OASIS SB solicitation. The terms and conditions of the resulting award will be materially identical to the existing version of OASIS SB. The period of performance term will be coterminous with the existing term of all other OASIS SB Contractors.

Immediately upon lateral Pool ramping to OASIS SB, the Contractor is eligible to submit a proposal in response to any task order solicitation and receive task order awards with the same rights and obligations as any other Contractor within the new Pool(s); however, the Contractor will be placed on Dormant Status under the OASIS SB Pool(s) the Contractor is no longer eligible under (if applicable). The Contractor must continue performance on active task orders under their dormant OASIS SB Pool(s), including the exercise of options at the task order level at the discretion of the OCO, until all active task orders are closed-out.

The OASIS SB CO may conduct a lateral pool on-ramp without conducting any other on-ramp.

H.15.2. Vertical Contract On-Ramping

The OASIS Program is a family of OASIS Pools and OASIS Small Business (SB) Pools with identical scopes. Each OASIS Pool is unrestricted, and each OASIS SB Pool is a 100% Small Business Set Aside contract.

For those OASIS SB Contractors who no longer certify as a small business for their respective OASIS SB Pool, the OASIS SB Contractor may elect to be considered to be placed on the corresponding OASIS unrestricted Pool. In order to be eligible to do this, the recertification as a large business of the company must not have been achieved on the basis of a merger or acquisition; or novation agreement in recognition of a successor in interest when Contractor assets are transferred during the term of OASIS SB.

For example, if Contractor X in OASIS SB Pool 1 ($16.5M size standard), can no longer certify as a small business under the $16.5M size standard, Contractor X may elect to be considered for OASIS Pool 1 as a large business.

In order to vertically on-ramp, the Contractor must:

1. Have outgrown their small business sized standard on the basis of natural growth, not on the basis of a merger, acquisition or novation agreement in recognition of a successor in interest when Contractor assets are transferred during the term of OASIS SB
2. Demonstrate successful performance under OASIS SB
3. Submit a proposal in response to a solicitation materially identical to the original version of the OASIS unrestricted solicitation
4. Meet all of the Pass/Fail Criteria of the original OASIS unrestricted solicitation and,
5. Receive a proposal score equal to or higher than the lowest scoring Contractor within the Pool being applied for. Note: The lowest scoring Contractor is based on the lowest evaluated numerical score within a given OASIS Pool in accordance with the scoring table in Section M.6. of the OASIS unrestricted solicitation at the time of the original OASIS unrestricted Pools.

The vertical Pool on-ramping solicitation will include the same evaluation factors/sub-factors as the original OASIS unrestricted solicitation. The terms and conditions of the resulting award will be materially identical to the existing version of OASIS unrestricted. The period of performance term will be coterminous with the existing term of all other OASIS unrestricted Contractors.

Immediately upon vertical on-ramping to OASIS unrestricted, the Contractor is eligible to submit a proposal in response to any task order solicitation and receive task order awards with the same rights and obligations as any other Contractor; however, the Contractor will be placed on Dormant Status under their OASIS SB Pool. The Contractor must continue performance on active task orders under their dormant OASIS SB Pool, including the exercise of options at the task order

level at the discretion of the OCO, until all active task orders are closed-out.

The OASIS SB CO may conduct a vertical pool on-ramp without conducting any other form of on-ramp.

H.15.3. Open Season On-Ramping

GSA will determine whether it would be in the Government's best interest to initiate an open season to add additional Contractors to any of the OASIS SB Pools at any time, subject to the following conditions:

1. An open season notice is published in Federal Business Opportunities in accordance with FAR Part 5, Publicizing Contract Action
2. An open season solicitation is issued under current Federal procurement law
3. The solicitation identifies the total anticipated number of new contracts that GSA intends toward
4. Any Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a proposal in response to the solicitation
5. The award decision under the open season solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation
6. An Offeror's proposal must meet all of the Acceptability Pass/Fail Criteria of the original solicitation
7. If the intent of the on-ramp is to "replace" OASIS SB contractors acquired, merged, off-ramped, etc., an Offeror's proposal must receive a proposal score equal to or higher than the lowest scoring Contractor within the OASIS SB Pool being applied for Note: The lowest scoring Contractor is based on the lowest evaluated numerical score within a given OASIS SB Pool in accordance with the scoring table in Section M.6. of the solicitation at the time of the original awards.
8. If the intent of the on ramp is to "add" OASIS SB contractors such as Sub Pool development or to increase the total number of contractors in a given pool beyond the original number of awards for competition purposes, a number of contracts to be added will be announced and the highest technically rated Offerors will receive those awards regardless of how their score compared to the original awardees.
9. The terms and conditions of any resulting awards are materially identical to the existing version of the OASIS SB Pool and,
10. The period of performance term for any new awards is coterminous with the existing term for all other Contractors

Immediately upon on-ramping, the Contractor is eligible to submit a proposal in response to any task order solicitation and receive task order awards with the same rights and obligations as any other Contractor.

H.15.4. Focused On-Ramping (Sub Pool Creation)

GSA will determine whether it would be in the Government's best interest to initiate an open season to create a Sub Pool within established OASIS SB Pools. This may be done in response to client needs, competition levels, or other factors. For example, Pool 2 consists of 5 different NAICS codes. Over time, the OASIS Program Office notices that competition levels for all NAICS are healthy except for NAICS Code 541720. In response to this and based on anticipated demand, a Sub Pool for NAICS Code 541720 could be created through this on-ramping procedure.

Implementation of this form of on-ramping would be subject to the following conditions.

1. An open season notice is published in Federal Business Opportunities in accordance with FAR Part 5, Publicizing Contract Action
2. An open season solicitation is issued under current Federal procurement law
3. The solicitation identifies the total anticipated number of new contracts that GSA intends toward
4. Any Offeror already possessing a contract in the affected Pool will automatically be included in the newly formed Sub Pool if the Offeror can provide Pool Qualification projects for the new Sub Pool, with the exception ofSub Pools limited to specific socioeconomic programs described in FAR 19.000(a)(3). GSA may elect to restrictSub Pools to contractors qualifying as any of the socioeconomic programs described in FAR 19.000(a)(3) (e.g. an "8(a) Only Sub Pool").
5. Any Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a proposal in response to the solicitation. This Sub Pool would require Pool Qualification projects associated with the NAICS Code/exception of the new Sub Pool.
6. The award decision under the open season solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation. The newly formed Sub Pool will become a new MA-IDIQ contract

inthe family of OASIS SB contracts.

7. An Offeror's proposal must meet all of the Acceptability Pass/Fail Criteria of the original solicitation
8. The terms and conditions of any resulting awards are materially identical to the existing version of the OASIS SB Pool and,
9. The period of performance term for any new awards is coterminous with the existing term for all other Contractors

H.16. DORMANT STATUS

GSA is responsible for ensuring performance and compliance with the terms of OASIS SB and safeguarding the interests of the Government and the American taxpayer in its contractual relationships. Additionally, GSA must ensure that Contractors receive impartial, fair, and equitable treatment. OASIS SB must be reserved for high performing OASIS SB Contractors. Accordingly, if the OASIS SB CO determines that any requirement of OASIS SB is not being met an OASIS SB Contractor may be placed into Dormant Status. Dormant status may be activated for a given OASIS SB Pool that a Contractor has been awarded or Dormant Status may be activated for all OASIS SB Pools.

If Dormant Status is activated, the Contractor shall not be eligible to participate or compete in any subsequent task order solicitations while the Contractor is in Dormant Status; however, Contractors placed in Dormant Status shall continue performance on previously awarded and active task orders, including the exercise of options and modifications at the task order level.

Dormant Status is not a Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4 or a Termination as defined in FAR Part 49. Dormant Status is a condition that applies to the OASIS SB contract only. Grounds for being placed in Dormant Status specifically include, but are not limited to, trends or patterns of behavior associated with the failure to meet the deliverables and compliances specified under Section F.4.

Except for automatic Dormancy due to FAR 52.219-28 size re-representation resulting in a change to the Contractor's size status from Small to Other Than Small (Per FAR 19.301-2(d)), dormant status will only be imposed after careful consideration of the situation and collaboration with the Contractor to resolve the issues. To place a Contractor in Dormant Status, the OASIS SB CO must first send a letter to the Contractor regarding the poor performance or non-compliance issue. The Contractor shall have reasonable time, at the discretion of the OASIS SB CO, to provide the OASIS SB CO with a remediation plan to correct the deficiencies/issues. If the OASIS SB CO is satisfied with the Contractor's response, the Contractor will not be placed in Dormant Status. If the OASIS SB CO is not satisfied with the response, or the remediation plan is not effective, the OCO may issue a final decision, in writing, placing the Contractor in a Dormant Status. The OASIS SB CO final decision may be appealed to the OASIS SB Ombudsman under Alternative Disputes Resolution (ADR), as defined in FAR Subpart 33.201 and GSAM 533.214. Using ADR does not waive the Contractor's right to appeal to the Agency Board of Contract Appeals or United States Court of Federal Claims.

H.17. OFF-RAMPING

GSA reserves the unilateral right to Off-Ramp non-performing Contractors. Contractors that are Off-Ramped have no active task orders under their OASIS SB Pool at the time of the Off-Ramping. Contractors under more than one OASIS SB Pool will only be off ramped from the OASIS SB Pool where the non-performing issues have occurred.

Off-ramping methods may result from one of the following conditions:

1. Permitting the Contractor's OASIS SB Contract term to expire instead of exercising Option I
2. After a Contractor is placed in Dormant Status and the Contractor has completed all previously awarded task orders under OASIS
3. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
4. Termination as defined in FAR Part 49
5. Contractors who fail to meet the standards of performance, deliverables, or compliances
6. Taking any other action which may be permitted under the OASIS SB terms and conditions

(END OF SECTION H)

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1. TASK ORDER CLAUSES

In accordance with FAR 52.301, Solicitation Provisions and Contract Clauses (Matrix), the OASIS SB master contracts cannot predetermine all the contract provisions/clauses for future individual task orders.

Representation and Certification Provisions from the OASIS SB master contracts automatically flow down to all OASIS SB task orders.

All "Applicable" and "Required" provisions/clauses set forth in FAR 52.301 automatically flow down to all OASIS SB task orders based on their specific contract type (e.g. cost, fixed price, etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the task order solicitation is issued. (**Note:** Any Applicable and/or Required provisions/clauses that require fill-in information must be provided by the OCO in full text).

The OCO must identify any "Optional" provisions/clauses set forth in FAR 52.301 and/or any of the ordering agency's "Supplemental" provisions/clauses for each individual task order solicitation and subsequent award. (**Note:** For Optional and/or agency Supplemental provisions/clauses, the OCO must provide the Provision/Clause Number, Title, Date, and fill-in information (if any), as of the date the task order solicitation is issued)

The OCO must identify in the task order solicitation whether FAR Part 12 commercial clauses/provisions apply or do not apply.

For T&M and/or L-H task orders **ONLY**, the OCO must identify one of the following provisions in the task order solicitation:

1. FAR 52.216-29 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition With Adequate Price Competition. (**Note:** For organizations within DoD, when selecting FAR 52.216-29, the OCO must also identify DFARs 252.216-7002, Alternate A).
2. FAR 52.216-30 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition Without Adequate Price Competition
3. FAR 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition

I.2. OASIS SB CLAUSES

The following clauses apply only to the OASIS SB MA-IDIQ task order contracts. The clauses and dates remain unchanged throughout the term of OASIS SB unless changed through a bi-lateral modification to OASIS SB.

I.2.1. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://acquisition.gov/

1.2.2. GSAR 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6)(SEP1999)

(a) *Deviations to FAR clauses*.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause

no.))" after the date of the clause.

(b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) *"Substantially the same as" clauses.* Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of clause)

FAR	TITLE	DATE
52.202-1	Definitions	NOV 2013

FAR	TITLE	DATE
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds For Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-16	Preventing Personal Conflict of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors	OCT 2015
	Debarred, Suspended, or Proposed for Debarment	
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-5	Materials Requirements	AUG 2000
52.215-2	Audit and Records —Negotiation	OCT 2010
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications	OCT 2010
52.215-21	Alternate IV	OCT 2010
52.219-6	Notice of Total Small Business Set Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-9	*Small Business Subcontracting Plan (*Not Mandatory)	AUG 2018
52.219-9	*Alternate II (*Not Mandatory)	NOV 2016
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Re-representation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	MAY 2018

52.222-19	Child Labor – Cooperation with Authorities and Remedies	JAN 2018
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Affirmative Action for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports Veterans	FEB 2016

FAR	TITLE	DATE
52.222-38	Compliance with Veterans Employment Reporting Requirements	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-To-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data—General	MAY 2014
52.227-17	Rights in Data-Special Works	DEC 2007
52.228-5	Insurance – Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1	Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes – Fixed-Price	AUG 1987
52.243-1	Alternate II	APR 1984
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	AUG 2018
52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges	APR 2012
52.246-4	Inspection of Services – Fixed Price	AUG 1996
52.246-25	Limitation of Liability – Services	FEB 1997
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
52.204-24	Representation Regarding Certain Telecommunications & Video Surveillance Services or Equipment	AUG 2019
52.204-25	Prohibition on Contracting for Certain Telecommunications & Video Surveillance Services or Equipment	AUG 2020

I.3. GSAR CLAUSES INCORPORATED BY REFERENCE

GSAR	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 1999
552.204-9	Personal Identity Verification Requirements	OCT 2012
552.215-70	Examination of Records by GSA	JUL 2016
552.219-75	GSA Mentor-Protégé Program	SEP 2009
552.228-5	Government as Additional Insured	MAY 2009
552.232-1	Payments (DEVIATION FAR 52.232-1)	NOV 2009
552.232-23	Assignment of Claims	SEP 1999
552.232-25	Prompt Payment (DEVIATION FAR 52.232-25)	NOV 2009
552.237-73	Restriction on Disclosure of Information	JUN 2009
552.204-70	Representation Regarding Certain Telecommunications & Video Surveillance Services or Equipment	AUG 2019

I.4. FAR AND GSAR CLAUSES IN FULL TEXT

I.4.1. FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via https://www.acquisition.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information shall within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The Contractor shall cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

I.4.2. FAR 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract start date through the contract end date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4.3. FAR 52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than the Simplified Acquisition Threshold, as amended, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under thecontract.

(b) *Maximum order*. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of N/A per year

(2) Any order for a combination of items in excess of N/A peryear

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding thelimitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4.4. FAR 52.216-22 Indefinite Quantity (OCT 1995)

This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by thiscontract.

(a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(b) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including order options, five years following the expiration of the contract ordering period.

I.4.5. 52.216-32 Task-Order and Delivery-Order Ombudsman. (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

GSA Ombudsman (only for GSA issued Task Orders)
1800 F St NW, 2nd Floor
Washington, D.C. 20405
Email: GSAOmbudsman@gsa.gov
URL to OMBUDSMAN PAGE: www.gsa.gov/ombudsman.

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.(End of clause)

Alternate I (Sept 2019). As prescribed in 16.506(j), add the following paragraph (d) to the basic clause.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

[TO BE COMPLETED AT THE TASK ORDER LEVEL FOR NON-GSA INITIATED/PLACED ORDERS: *The ordering activity's contracting officer to insert the name, address, telephone number, and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found.*]

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

I.4.6. FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

I.4.7. FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 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. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

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

I.4.8. FAR 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021)(DEVIATION)

(a) *Definition*. As used in this clause -
United States or its outlying areas means—
(1) The fifty States;

(2) The District of Columbia;

(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;

(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and

(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at https:/www.saferfederalworkforce.gov/contractors/.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas. (End of clause)

I.4.9. FAR 52.204-24 Representation Regarding Certain Telecommunications and Video SurveillanceServices or Equipment (AUG 2019). (THIS IS A REPRESENTATION PROVISION THAT MUST FLOW DOWN TO EACH TASK ORDER)

(a) Definitions. As used in this provision— Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
(b) Prohibition. 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. Contractors are not prohibited from providing—
(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(c) Representation. The Offeror represents that— 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.
(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer—
(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision.
(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
(4) For equipment, 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).
(End of provision)

I.4.10. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEOSURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020).

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations.

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating toexport and import of nuclear equipment and material);

(4) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(5) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. 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.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items. (End of clause)

I.4.11 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2019-06)

Insert the following clause in solicitations and contracts for supplies, services, and construction, if any portion of the requirement is to be set aside for small business and the contract amount is expected to exceed the simplified acquisition threshold. This includes multiple-award contracts when orders may be set aside for small business concerns, as described in 8.405-5 and 16.505(b)(2)(i)(F):

Limitations on Subcontracting (DEVIATION 2019-06)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.
(b) Definition. As used in this clause—
"Similarly situated entity" means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award, and that is considered small for the NAICS code, the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole source award under the HUBZone Program.
(c) Applicability. This clause applies only to—
(1) Contracts that have been set aside or reserved 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; and
(4) Orders set aside for any of the small business concerns identified in 19.000(a)(3) under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).
(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Agreement. By submission of an offer and execution of a contract, the Offeror/Contractor agrees in performance of the contract in the case of a contract for—
(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(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 toward the 50 percent subcontract amount that cannot be exceeded;

(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 toward the 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 toward the 75 percent subcontract amount that cannot be exceeded.

(f) 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. (End of clause)

I.4.12. GSAR 552.204-70 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019).

(a) Definitions. As used in this clause- "Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. 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. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) Representation. The Offeror or Contractor represents that it [ ] will or [ ] will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer—

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

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

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

(4) For equipment, 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).

(End of clause)

(END OF SECTION I)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

J.1. LABOR CATEGORIES AND DEFINITIONS – Attachment (1)

J.2. *PROPRIETARY CEILING RATES FOR SOLE-SOURCE T&M and L-H TASK ORDERS – Attachment (2)(incorporated herein by reference)

* The Contractor shall not disclose Section J.2.

(END OF SECTION J)