ADDENDA 002





# MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN GENERAL SERVICES ADMINISTRATION (GSA) AND DEPARTMENT OF HOMELAND SECURITY (DHS)

- 1. On June 26, 2015, DHS and GSA'S Federal Acquisition Service (FAS) entered into an MOU for the purpose of establishing an order level fee agreement for DHS's use of the One Acquisition Solution for Integrated Services (OASIS) and OASIS Small Business contracts (Attachment 1).
- 2. Through this MOU addenda, the parties mutually agree to amend the referenced MOU as follows:

Section 2, paragraph a. is deleted and replaced with:

DHS reached annual contract obligations of \$500,000,000.00 in calendar year 2018. As a result of achieving this obligation threshold, as agreed to in the MOU CAF schedule, a contract access fee reduction from 0.25% to 0.10% will become effective January 1, 2024. Given the delay in implementing this reduction, the revised and reduced CAF applies to all new task order awards, as well as modifications to previously awarded task orders, with an effective date after January 1, 2024.

Given the ordering periods of the OASIS contracts are ending (OASIS SB on December 19, 2024, and OASIS UR March 1, 2025) additional CAF reviews and redeterminations will not be conducted.

Section 2, paragraph b is deleted.

- 3. All other terms and conditions of the MOU, as previously amended, remain in effect.
- 4. The signatures below confirm the mutual agreement of the parties to this MOU addenda.

Digitally signed by TIFFANY HIXSON Date: 2023.12.15 07:45:01 -08'00'

Tiffany T. Hixson Assistant Commissioner Office of Professional Services and Human Capital Categories Federal Acquisition Service U.S. General Services Administration Jaclyn Rubino Executive Director Strategic Programs Division Office of the Chief Procurement Officer U.S. Department of Homeland Security

Date signed: December 15, 2023

Date:



MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN GENERAL SERVICES ADMINISTRATION (GSA), OFFICE OF GENERAL SUPPLIES AND SERVICES AND DEPARTMENT OF HOMELAND SECURITY (DHS)



1. PURPOSE: The purpose of this agreement is to establish an ordering level, and associated fee structure, between GSA, Office of General Supplies and DHS for use of the One Acquisition Solution for Integrated Services (OASIS) and OASIS-Small Business (SB) Contract Vehicles. For the purposes of this document, DHS, inclusive of all DHS Components, will be referred to as "Client".

### 2. GENERAL:

a. Client anticipates obligating in excess of \$250,000,000.00 for services requirements falling under the scope of OASIS, during the first Contract Access Fee (CAF) computation period. For the Client, the CAF computation will be based on the OASIS obligations from June 2015 through 31 December 2016. This period shall be used to calculate the obligation dollars and assess the CAF for all of the Client's task orders awarded in 2016. The CAF shall be 0.25 percent for the first CAF computation period that ends on 31 December 2016, in accordance with the attached GSA Decision Paper issued by the OASIS Program Office on 29 May 2013. This computation will include OASIS and OASIS-SB orders issued by the Client, identified by having a Contracting Office Agency ID beginning with "70". This fee structure applies to orders let by the Client and not using GSA contracting officers.

b. At the conclusion of the first term as described in the previous paragraph, the OASIS Program Office will sum all obligations from awarding activities with Contracting Office Agency IDs beginning with "70" to set the fee for orders in the following year. The Client shall be notified no later than January 2017 of the appropriate CAF to be assigned for orders issued in that year. The Client may dispute the assessment and provide GSA with its assessed sum of obligations. The Federal Procurement Data System-Next Generation report will be the final authority for the assessment of the Client's yearly obligations. This assessment will be made in the same manner, on a 12 month basis, for each subsequent year. The fee established at the time the task order is issued, with a separate contract line item titled "GSA OASIS CONTRACT ACCESS FEE," will remain unchanged for the base year and all option years of that task order regardless of the year in which the option is exercised.

## 3. RESPONSIBILITIES:

a. The Client will identify the GSA OASIS and OASIS SB contracts as mandatory for use, with exceptions, per DHS Directive 060-01 for services which fall within the scope of GSA OASIS. b. The GSA shall provide training, scope reviews, share templates, and best practices, as requested, related to usage of OASIS Contracts. Additionally, at the request of the Client, the GSA OASIS Program Manager and/or Contracting Officer will support meetings and reviews. Meeting notifications will be provided at least 30 days prior by the Client. This support shall be at the expense of GSA, as it represents the costs for which the CAF is assessed.

c. The OASIS Program Office will notify and consult with the DHS Strategic Sourcing Program Office if planning to exercise the authority to off-ramp or on-ramp additional contractors to OASIS-SB in accordance with OASIS contract provisions.

4. AGREEMENT AND ADMINISTRATION: This agreement shall be in effect from the date of signature of this MOU and apply until revoked by the client or bilaterally modified by both parties. By signing this MOU, the client acknowledges that the anticipated obligation amount is accurate to the best of its ability and the individual signing has oversight for acquisition strategy and planning within that office. The GSA understands actual obligations may vary based upon unanticipated events and/or factors outside the control of the client.

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TOM SHARPE, SES, GSA FAS Commissioner Office of General Supplies and Services Federal Acquisition Service General Services Administration

SORAYA CORREA, SES, DHS Chief Procurement Officer Department of Homeland Security

Attachment: Decision Paper, Fee Structure for the OASIS Program

#### **DECISION PAPER**

Thomas Sharpe FAS Commissioner

FROM:

TO:

MICHAEL CASELLA Office of Chief Financial Officer (B) (202) 501-1721

SUBJECT:

Proposed Fee Structure for the OASIS Program

- PURPOSE: To obtain the Commissioner's approval for implementation of a tiered fee structure for customers of the OASIS and OASIS Small Business contracts.
- BACKGROUND: The One Acquisition Solution for Integrated Services (OASIS) contracts are designed to support complex, integrated professional services requirements. At the standard GSA fee of 0.75%, it is more cost-effective for customers to conduct their own agency-specific procurements for large dollar projects.
- 3. ACTION REQUESTED: FAS and the OCFO propose implementation of a tiered fee structure whereby agencies would achieve discounts on the GSA fee based upon Memoranda of Understanding (MOU) and cumulative annual obligations. Obligations will be tracked by Contracting Office ID. The fee will be re-assessed each year based upon the previous year's actual obligations. Potential customers can use an MOU to set a fee in advance of actual obligations based upon their willingness to commit to certain levels of expected business volume. These agreements will also be re-assessed annually based on actual obligations. This fee structure is anticipated to recover all direct and indirect costs for operating the OASIS program.

	CAF TIERED FEE STRUCTURE OBLIGATION DOLLARS				FEE RATE	
	\$		5	100,000,000	0.75%	
	\$	100,000,001	s	250,000,000	0.50%	
	\$	250,000,001	5	500,000,000	0.25%	
	\$	500,000,001	\$	73,000,000,000	0.10%	
Approve	Appro	ve as amend	ed	Disapprove	_Discuss 29 mm Date	7 2013





# ADDENDA 001 to the MEMORANDUM OF UNDERSTANDING (MOU) between GENERAL SERVICES ADMINISTRATION (GSA), OFFICE OF GENERAL SUPPLIES AND SERVICES and DEPARTMENT OF HOMELAND SECURITY (DHS)

 On 26 June 2015, the Department of Homeland Security entered into an MOU with GSA for the purpose of establishing an ordering level, and associated fee structure, between GSA, Office of General Supplies and Department of Homeland Security for use of the One Acquisition Solution for Integrated Services (OASIS) and OASIS - Small Business (SB) Contract Vehicles.

II. The parties now mutually desire and agree to amend the referenced MOU as follows, Add to Section 2a. General: Any Department of Homeland Security obligations made toward OASIS contracts whether a direct acquisition by the Department of Homeland Security or an assisted acquisition for the Department of Homeland Security by GSA will be credited toward the Department of Homeland Security threshold of \$250,000,000.00 for purposes of the maintaining the Contract Access Fee (CAF) at 0.25 percent.

III. The signatures below confirm the mutual agreement of the parties to this addendum.

Kevin Youel Page, SES Deputy Commissioner Federal Acquisition Service General Services Administration Date

Dennis Smiley, SES Deputy Chief Procurement Officer Department of Homeland Security

Date