



GSA Office of Governmentwide Policy

4/28/2023

Class Deviation CD-2023-02

MEMORANDUM FOR FAS PSHC CONTRACTING ACTIVITIES

FROM:

JEFFREY A. KOSES  
SENIOR PROCUREMENT EXECUTIVE  
OFFICE OF ACQUISITION POLICY (MV)

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*Jeffrey A. Koses*

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SUBJECT:

GSAM Class Deviation: Contract Authority for a Ten (10) Year  
Period for the OASIS+ Program

1. Purpose. This memorandum approves the contracting officer's request for a class deviation as prescribed by the General Services Administration Acquisition Manual (GSAM) 517.204(c) for purposes of exceeding FAR 17.204(e) five (5) year limitation (i.e., the total of the basic and option periods) for service contracts under the One Acquisition Solution for Integrated Services Plus (OASIS+) program.
2. Background. OASIS+ will be a collection of multiple-award IDIQ contracts for a variety of services that includes professional services and Service Contract Labor Standards (SCLS) under six separate solicitations/contract families, including Unrestricted, Small Business, Woman Owned Small Business, HUBZone, 8(a), and Service Disabled Veteran Owned Small Business.

OASIS+ has a five (5) year base period of performance with one (1) option period of five (5) years that may extend the cumulative term of the contract to ten (10) years in accordance with FAR 52.217-9, Option to Extend the Term of the contract, if exercised. The Master Contract also includes FAR 52.217-8, Option to Extend Services, which may extend this period up to an additional six (6) months, if exercised.

The period of performance for the initial Master Contract awards will begin on the date the Notices to Proceed (NTPs) are issued for each contract family (e.g., SB, WOSB, HUBZone, etc.). All Master Contracts awarded after the initial awards must end no later than the end date originally established for the applicable contract family. Therefore each contract family will have coterminous ending dates, no matter when the contract is awarded.

Contracts awarded after the initial award date, resulting from an on-ramp/open solicitation period, will not be awarded a full ten (10) year PoP. Each award made after the initial contract awards will have a base period of no more than five years, and will have an option period of less than five (5) years, ensuring each award does not exceed the end date established by the initial awards for that contract family.

For example, the NTPs for the initial SB contract family awards are issued July 1,

2024, and have a base period end date of June 30, 2029, with an option period end date of June 30, 2034, if exercised. If the solicitation is reopened and new contracts are awarded in January 2025, the new contracts receive their NTP on February 1, 2025, and will have a base period end date of January 31, 2030, with an option period end date of June 30, 2034, if exercised.

The period of performance for each task order awarded under the Master Contract shall be specified in the task order by the ordering agency. Task orders must be solicited and awarded prior to the Master Contract's term expiring and may extend up to five (5) years and six (6) months (which includes the extension at FAR Clause 52.217-8, if applicable) after the term's expiration.

After the contract ordering term expires, the Master Contract terms and conditions will be actively administered by the Government and the Contractor until the Contractor's final task order is closed out. Therefore, the Master Contract terms and conditions shall remain in effect with respect to all active task orders until the last task order is closed out.

Federal Acquisition Regulation (FAR) 17.204(e) states that "unless otherwise approved in accordance with agency procedures, the total of the basic and option periods shall not exceed 5 years in the case of services, and the total of the basic and option quantities shall not exceed the requirement for 5 years in the case of supplies." This language provides agencies the authority to approve exceptions to these limits. GSAM 517.204(c) prescribes the GSA procedures, including approval requirements, for processing these types of requests. For purposes of the GSAM these requests are considered to be deviations and are to be approved by the Senior Procurement Executive (SPE).

While I recognize OASIS+ does not include advisory and assistance services (see FAR 2.101 for the definition) recognize that they are limited by 41 U.S.C. 4105 and FAR 16.505(c) to five years. This deviation does not cover advisory and assistance services.

3. Applicability. This class deviation applies only to the OASIS+ program.
4. Authority. This class deviation is issued under the authority of paragraphs (c) and (d) of GSAM 517.204.
5. Effective Date and Expiration Date. This class deviation is effective immediately and remains in effect until the completion of the OASIS+ program or otherwise rescinded, whichever comes first.
6. Point of Contact. Any questions regarding this class deviation may be directed to [GSARPolicy@gsa.gov](mailto:GSARPolicy@gsa.gov).

Attachment

Attachment A – FAR Class Deviation Line-In/Line-Out Text

Attachment B – Deviation Request to Exceed the 5-Year Limitation

**ATTACHMENT A  
FAR DEVIATION LINE-IN/LINE-OUT TEXT  
FOR CLASS DEVIATION CD-2023-02**

**FAR Baseline: FAC 2023-02 published on 03/16/2023**

- Additions to baseline made by deviation are indicated by **[bold text in brackets]**
- Deletions to baseline made by deviation are indicated by ~~strikethroughs~~
- Five asterisks (\* \* \* \* \*) indicate that there are no revisions between the preceding and following parts or sections
- Three asterisks (\* \* \*) indicate that there are no revisions between the material shown within a section and subsection or subsection

PART 16—TYPES OF CONTRACTS

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Subpart 16.5—INDEFINITE-DELIVERY CONTRACTS

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16.506 Solicitation provisions and contract clauses.

(a) Insert the clause at [52.216-18](#), Ordering, in solicitations and contracts when a definite-quantity contract, a requirements contract, or an indefinite-quantity contract is contemplated.

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PART 52—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

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Subpart 52.2—TEXT OF PROVISIONS AND CLAUSES

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52.216-18 Ordering.

As prescribed in [16.506](#)(a), insert the following clause:

ORDERING ~~(AUG 2020)~~**[(APR 2023) (DEVIATION)]**

(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 \_\_\_\_\_ through \_\_\_\_\_ ~~[insert dates]~~**[the notice to proceed date through XX/XX/20XX]**.

(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) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

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