OASIS UNRESTRICTED FINAL SOLICITATION NO.: GS00Q-13-DR-0001 FINAL CONFORMED SOLICITATION Page 1

SEE ATTACHMENT FOR PAGE 1 STANDARD FORM (SF) 33 SOLICITATION, OFFER, AND AWARD

## OASIS TABLE OF CONTENTS

PART I – THE SCHEDULE	9
SECTION A – SOLICITATION/CONTRACT FORM	9
A.1. NOTICES TO OFFERORS	9 9
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS	10
B.1. BACKGROUND  B.1.1. Authority  B.1.2. Economy Act  B.1.3. Contract Type  B.1.4. Minimum Guarantee and Maximum Ceiling  B.1.5. Contract Access Fee (CAF)  B.2. TASK ORDER PRICING  B.2.1. Labor Categories and Standard Occupational Classifications  B.2.2. Fixed Price Task Orders  B.2.3. Cost Reimbursement Task Orders	
B.2.4. Incentive Task Orders B.2.5. T&M and L-H Task Orders B.2.5.1. Ceiling Rates for T&M and L-H Task Orders B.3. ANCILLARY SUPPORT B.3.1. Specialized Professional Services Labor B.3.2. Labor Subject to the Davis Bacon Act (DBA) B.3.3. Labor Subject to the Service Contract Act (SCA) B.3.4. Labor outside the Continental United States (OCONUS) B.3.5. Travel B.3.6. Materials and Equipment B.3.7. Subcontracting	
SECTION C - DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK  C.1. OBJECTIVE	
C.2.2.5. Logistics Services	21

C.2.2.6	i. Financial Management Services	
C.3.	INFORMATION TECHNOLOGY AND NON-INFORMATION TECHNOLOGY	
C.4.	ANCILLARY SUPPORT SERVICES	
C.4.1.	Ancillary Support Services for Information Technology	
C. 5.	SERVICES NOT IN SCOPE	23
SECT	FION D - PACKAGING AND MARKING	25
D.1.	PACKAGING AND MARKING	25
SEC1	FION E - INSPECTION AND ACCEPTANCE	25
E.1.	INSPECTION AND ACCEPTANCE	25
SEC1	ΓΙΟΝ F - DELIVERIES OR PERFORMANCE	26
F.1.	DELIVERIES OR PERFORMANCE CLAUSES	
F.2. F.3.	PLACE OF PERFORMANCE	
F.4.	PERFORMANCE STANDARDS	
г. <del>4</del> . F.4.1.	Deliverable and Reporting Requirements	
F.4.1.	Compliances	
	ΓΙΟΝ G - CONTRACT ADMINISTRATION DATA	
SECI		
G.1.	BACKGROUND	
G.2.	ROLES AND RESPONSIBILITIES OF KEY PERSONNEL	
G.2.1.	Program Manager (PM)	
G.2.2.	Contracting Officer (CO)	
	Ombudsman	
	Industrial Operations Analyst (IOA)	
G.2.5.	Ordering Contracting Officer (OCO)	32
G.2.5.1	. Contracting Officer's Representative (COR)	33
	Contractor Key Personnel (CORN)	
	. Corporate OASIS Program Manager (COPM)	
	2. Corporate OASIS Contract Manager (COCM)	
G.3.	CONTRACTOR ADMINISTRATION REQUIREMENTS	
	Contract Access Fee (CAF)	
	OASIS Management Module	0.5
O.O	. Task Order Award Data	
	.2. Fixed Price Award Data	
	.3. Cost Reimbursement Award Data	
	2. Task Order Modification Data	
	B. Invoice Data	
	I. CAF Payment Data	
	5. Closeout Data	
	Subcontracting Plan	
	Contractor Performance Assessment Reporting System (CPARS)	
	L OASIS CPARS	
	2. Task Order CPARS	
	Insurance	
	Mergers, Acquisitions, Novations, and Change-Of-Name Agreements	
	Responsibility and FAPIIS	40

	VETS-100A Reports	
G.3.9.	FSRS Reports	41
G.3.10.	Post Award Small Business Program Re-Representation	41
G.4.	OASIS AND TASK ORDER CLÖSE-OUTS	
G.5.	OPTION DETERMINATION	
SECT	TION H - SPECIAL CONTRACT REQUIREMENTS	43
114	DAGKOROLIND	40
H.1.	BACKGROUND	
H.2.	OBSERVANCE OF FEDERAL HOLIDAYS	
H.3.	ORDERING PROCEDURES	
H.3.1.	Reserved	
H.4.	NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)	44
H.4.1.	OASIS NAICS Codes	
H.4.2.	Predominant Task Order NAICS Determination	44
H.5.	PRODUCT SERVICE CODES (PSC)	
H.6.	SYSTEMS, CERTIFICATIONS, AND CLEARANCES	 17
H.6.1.	Acceptable Accounting System	47
H.6.2.	Acceptable Estimating System	
	Acceptable Estimating System	40
H.6.3.	Cost Accounting Standards (CAS)	
H.6.4.	Forward Pricing Rate Agreements, Forward Pricing Rate Recommendations, and Approved Billing Rates	
	Approved Purchasing System	
	Earned Value Management System	
	ISO 9001:2008 Certification	
H.6.8.	ISO 17025 Certification	51
H.6.9.	ISO 14001:2004 Certification	51
H.6.10.	AS9100 Certification	51
H.6.11.	CMMI Maturity Level Certification	52
	Meaningful Relationship Commitment Letters	
H.7.	SECURITY CLEARANCE REQUIREMENTS	
	Facility Clearance Level	
	Employee Security Clearance	
	HSPD-12	
H.8.	SUSTAINABILITY	
H.9.	PROPRIETARY SOLUTIONS	
H.10.	RESERVED	
H.11.	PARTNERING	
	Meetings	
H.11.2.	GSA OASIS Webpage	55
H.11.3.	Contractor OASIS Webpage	55
H.11.4.	Marketing	55
H.11.5.	Minimum Task Order Awards or Estimated Value	56
	TRAINING AND PERMITS	
	ETHICS AND CONDUCT	
	Supervision	
	Conduct	
	Conflicts of Interest	
	Cooperation with other Contractors on Government Sites	
	GOVERNMENT PROPERTY	
	Leasing of Real and Personal Property	
H.14.2.	Government Facilities	59

	Rights of Ingress and Egress	
	ON-RAMPING	
	Reserved	
	Vertical Contract On-Ramping  Open Season On-Ramping	
	Focused On-Ramping (SubPool Creation)	
	DORMANT STATUS	
H.17.	OFF-RAMPING	
	II – CONTRACT CLAUSES	
SEC1	TION I – CONTRACT CLAUSES	. 64
I.1.	TASK ORDER CLAUSES	64
I.2.	OASIS CLAUSES	
I.2.1.	FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE	
1.2.2.	GSAR 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6)(SEP 1999)	
1.3.	GSAR CLAUSES INCORPORATED BY REFERENCE	
1.4.	FAR AND GSAR CLAUSES IN FULL TEXT	
I.4.1. I.4.2.	FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)FAR 52.216-18 Ordering (OCT 1995)	
1.4.2. 1.4.3.	FAR 52.216-19 Order Limitations (OCT 1995)	00 88
1.4.4.	FAR 52.216-22 Indefinite Quantity (OCT 1995)	
1.4.5.	FAR 52.217-8 Option to Extend Services (NOV 1999)	
1.4.6.	FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)	
1.4.7.	GSAR 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)	
PAR1	III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS	
	TION J – LIST OF ATTACHMENTS	
	LABOR CATEGORIES AND DEFINITIONS – Attachment (1)	
J.1. J.2.	DIRECT LABOR RATE RANGES – Attachment (2)	10 70
J.3.	POOL QUALIFICATION AND CERTIFICATION – Attachment (3)	
J.4.	PROPOSAL CHECKLIST – Attachment (4)	
J.5.	SELF SCORING WORKSHEET	
J.5.1.	SELF SCORING WORKSHEET FOR (PROPOSAL SUBMISSION) – Attachment (5A)	
J.5.2.	SELF SCORING WORKSHEET (SAMPLE ONLY) – Attachment (5B)	
J.6.	MODIFIED PRE-AWARD SURVEY (SF 1408) – Attachment (6)	70
J.7.	RELEVANT EXPERIENCE (PRIMARY) TEMPLATE – Attachment (7)	70
J.8.	PAST PERFORMANCE RATING FORM – Attachment (8)	70
J.9.	COST/PRICE TEMPLATE – Attachment (9)	70
J.10.	RELEVANT EXPERIENCE (SECONDARY) TEMPLATE – Attachment (10)	
PAR1	IV – REPRESENTATIONS AND INSTRUCTIONS	.71
SEC	CTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS O	F
	RORS	
K.1.	AUTHORIZED DEVIATIONS IN PROVISIONS (DEVIATION FAR 52.252-5)(SEP 1999)	71
K.2.	NAICS CODES AND SMALL BUSINESS SIZE STANDARDS	
K.3.	FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN	•
	AL TRANSACTIONS (SEPT 2007)	72
K.4.	FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)	73

K.5.	FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)	
K.6.	FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	
K.7.	FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)	
K8.	FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)	79
K.9.	FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)	80
K.10.	FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)	80
K.11.	FAR 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—	
CERTI	FICATION (AUG 2009)FICATION (AUG 2009)FICATION (AUG 2009)FICATION (AUG 2009)FICATION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR	80
TRANS	SACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)	
K.13.	FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)	82
K.14.	FAR 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)	83
K.15.	GSAR 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDER	AL
TAX LI	ABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APR 2012)	84
	SECTION I INSTRUCTIONS CONDITIONS AND NOTICES TO OFFEDORS OR	
	SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR	٥٦
KESF	PONDENTS	. 85
L.1.	FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	85
L.2.	FAR AND GSAR PROVISIONS	85
L.2.1.	FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 2010	))
Alterna	te IV (OCT 2010)	85
L.2.2.	FAR 52.216-1 Type of Contract (APR 1984)	85
L.2.3.	FAR 52.216-27 Single or Multiple Awards (OCT 1995)	
L.2.4.	FAR 52.216-28 – Multiple Awards for Advisory and Assistance Services (OCT 1995)	
L.2.5.	FAR 52.233-2 - Service of Protest (SEP 2006)	
L.3.	PROPOSAL SUBMISSION INSTRUCTIONS	
L.3.1.	Official Legal Bidding Entity	
L.3.2.	Mergers, Acquisitions, Novations, and Change-of-Name Agreements	
L.3.3.	Inverted Domestic Corporations	
L.3.4.	Proposal Due Date and Address Location	
L.3.5.	Solicitation Questions	
L.4.	PROPOSAL FORMAT	
L.5.	PROPOSAL CONTENT	
L.5.1.	VOLUME 1 – GENERAL	
	. Standard Form (SF) 33	
	Pool Qualification and Certification	98
	Proposal Checklist	
	Self Scoring Worksheet	
	. Professional Employee Compensation Plan	
	. Uncompensated Overtime Policy	
1517	. Modified Pre-Award Survey (SF 1408)	104
	. Subcontracting Plan	
1.5.1.8	.1. GSAR 552.219-72 Preparation, Submission, and Negotiation of Subcontracting Plans (MAR 2012)	107
	. Meaningful Relationship Commitment Letters, if applicable	
	0. Existing Joint Venture or Partnership, if applicable	
	VOLUME 2 – RESPONSIBILITY	
	Financial Resources	
	Representations and Certifications	
153	VOLUME 3 – RELEVANT EXPERIENCE	112
	Pass/Fail Requirements for Relevant Experience (Primary) Projects	
	VOLUME 3 – RELEVANT EXPERIENCE  Pass/Fail Requirements for Relevant Experience (Primary) Projects	

L.5.3.2. Additional Points for Relevant Experience (Primary) Projects	114
L.5.3.2.1. Relevant Experience (Primary) Project under an OASIS NAICS Code or PSC Code	
L.5.3.2.2. Relevant Experience (Primary) Project Value	116
L.5.3.2.3. Relevant Experience (Primary) Project with Performance/Integration of Additional Core Disciplin	nes116
L.5.3.2.4. Relevant Experience (Primary) Project with Multiple Locations	116
L.5.3.2.5. Relevant Experience (Primary) Project with Subcontracting/Teaming	
L.5.3.2.6. Relevant Experience (Primary) Project with Ancillary Support Services and/or Products	
L.5.3.2.7. Relevant Experience (Primary) Project with Cost-Reimbursement (any type)	
L.5.3.2.8. Relevant Experience (Primary) Project with OCONUS Locations	
L.5.3.3. Relevant Experience (Secondary) Projects	
L.5.3.3.1. Relevant Experience (Secondary) Projects with Mission Spaces	117
L.5.3.3.2. Relevant Experience (Secondary) Projects with Multiple Award Contracts/BPAs and Task Orde	ers119
L.5.4. VOLUME 4 – PAST PERFORMANCE	121
L.5.4.1. Past Performance ((PPIRS) information exists)	
L.5.4.2. Past Performance (Award Fee Determination exists)	
L.5.4.3. Past Performance (PPIRS information or Award Fee Determination does not exist)	
L.5.4.4. Meeting or Exceeding Total Small Business Goals (Relevant Experience Primary Projects only).	
L.5.5. VOLUME 5 – SYSTEMS, CERTIFICATIONS, AND CLEARANCES	
L.5.5.1. Approved Purchasing System	
L.5.5.2. Forward Pricing Rate Agreements, Forward Pricing Rate Recommendations, and/or Approved Bi	
L.5.5.3. Earned Value Management Systems (EVMS)	
L.5.5.4. Acceptable Estimating System	
L.5.5.5. CMMI Maturity Level 3 Certification (or higher)	
L.5.5.6. ISO 9001:2008 Certification	
L.5.5.7. ISO 17025 Certification	
L.5.5.8. ISO 14001:2004 Certification	
L.5.5.9. AS9100 Certification	
L.5.5.10. Facility Clearance Level (FCL)	
L.6. VOLUME 6 – COST/PRICE	
L.6.1. Direct Labor Rates	
L.6.2. Indirect Rates/Profit	
L.6.3. Cost/Price Template Instructions	
·	
SECTION M - EVALUATION FACTORS FOR AWARD	130
M.1. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	130
M.2. BASIS FOR AWARDS	
M.3. SCREENING AND EVALUATION PROCESS	
M.4. ACCEPTABILITY REVIEW	
M.4.1. VOLUME 1 – General	
M.4.2. VOLUME 2 - Responsibility	
M.4.3. VOLUME 3 – Relevant Experience	
M.4.3.1. Relevant Experience (Primary) Projects	
M.4.3.2. Relevant Experience (Secondary) Projects	
M.4.4. VOLUME 4 – Past Performance	
M.4.5. VOLUME 5 – Systems, Certifications, and Clearances	
M.5. ADDITIONAL POINTS FOR PRIMARY AND SECONDARY PROJECTS	
M.5.1. VOLUME 3 – Relevant Experience (Primary) Projects	
M.5.1.1. Relevant Experience (Primary) Projects under an OASIS NAICS Code or PSC Code	
M.5.1.2. Relevant Experience (Primary) Project Value	
M.5.1.3. Relevant Experience (Primary) Project Value with Performance/Integration of Additional Core Di	sciplines134

# OASIS UNRESTRICTED FINAL SOLICITATION NO.: GS00Q-13-DR-0001 FINAL CONFORMED SOLICITATION Page 8

M.5.1.4. Relevant Experience (Primary) Project with Multiple Locations	134
M.5.1.5. Relevant Experience (Primary) Project with Subcontracting/Teaming	135
M.5.1.6. Relevant Experience (Primary) Project with Ancillary Support Services and/or Products	135
M.5.1.7. Relevant Experience (Primary) Project with Cost-Reimbursement (any type)	135
M.5.1.8. Relevant Experience (Primary) Project with OCONUS Locations	135
M.5.1.9. Relevant Experience (Secondary) Projects	135
M.5.1.10. Relevant Experience (Secondary) Projects with Mission Spaces	135
M.5.1.11. Relevant Experience (Secondary) Projects with Multiple Award Contracts/BPAs and Task Orders	137
M.5.2. VOLUME 4 – Past Performance	137
M.5.2.1. Past Performance ((PPIRS) information exists)	138
M.5.2.2. Past Performance (Award Fee Determination exists)	138
M.5.2.3. Past Performance ((PPIRS) information or Award Fee Determination does not exist)	139
M.5.2.4. Past Performance Scoring Example	139
M.5.2.5. Total Small Business Past Performance	141
M.5.3. VOLUME 5 – Systems, Certifications, and Clearances	142
M.6. SCORING TABLE	142
M 7 COST/PRICE	145

OASIS UNRESTRICTED FINAL SOLICITATION NO.: GS00Q-13-DR-0001 FINAL CONFORMED SOLICITATION Page 9

### PART I – THE SCHEDULE SECTION A – SOLICITATION/CONTRACT FORM

#### A.1. NOTICES TO OFFERORS

This is NOT a draft solicitation. This is the FINAL solicitation for a family of contracts known as OASIS. Offerors must follow the instructions set forth in Section L of this solicitation to be considered for award.

Any amendment(s) to this solicitation will be posted to <a href="http://www.fbo.gov">http://www.fbo.gov</a>.

#### A.1.2. GSAR 552.219-71 Notice to Offerors of Subcontracting Plan Requirements (MAR 2012)

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an Offeror, other than a small business concern, before being awarded a contract exceeding \$650,000 (\$1,500,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

(End of provision)

#### SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1. BACKGROUND

One Acquisition Solution for Integrated Services (OASIS) 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 is a family of 7 separate Government-wide Multiple Award, Indefinite Delivery, Indefinite Quantity (MA-IDIQ) task order contracts that span 28 North American Industry Classification System (NAICS) Codes and 6 NAICS Code Exceptions under the economic subsector 541, Professional, Scientific, and Technical Services. (See Section H.4.) Throughout this document, these contracts will collectively be referred to as a single contract called "OASIS". Additionally, each of the 7 separate contracts will be individually referred to as "Pools" within OASIS.

The services to be provided under OASIS 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 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 and the delegation of authority for the award and administration of task orders under OASIS are defined in Section G.

Hereafter, the "OASIS Contracting Officer" will be referred to as the "OASIS 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 under the authority of 40 U.S.C. 501.

#### B.1.3. Contract Type

OASIS 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, ADM 4800.2G, Eligibility to use GSA Sources and Supply, as amended.

OASIS 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 Contractor that does not obtain a task order award for the term of OASIS, 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. An unlimited number of task orders may be placed under OASIS for the term of OASIS, including Option I, if exercised.

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

#### B.1.5. Contract Access Fee (CAF)

GSA operating costs associated with the management and administration of OASIS 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 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 task order.

#### B.2.1. Labor Categories and Standard Occupational Classifications

OASIS 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 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 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 Contractor shall become proficient in the use of the BLS SOC system in preparation for submitting cost/price proposals under task order solicitations. 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.

For each SOC, the BLS provides a National 50<sup>th</sup> Percentile estimate, a National 75<sup>th</sup> Percentile estimate, and a National 90<sup>th</sup> 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 50<sup>th</sup> Percentile estimate, a 75<sup>th</sup> Percentile estimate, and a 90<sup>th</sup> 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 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 shall identify both Prime and Subcontractor labor using the OASIS 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's 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. FAR Part 30, Cost Accounting Standards Administration and FAR Part 31, Contract Cost Principles and Procedures, may apply to cost-reimbursement task orders.

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, forward pricing rate agreements, and/or CAS.

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 the OASIS standardized 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 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 ceiling rates for those labor categories that include Secret/Top Secret/SCI labor and/or OCONUS locations, if necessary.

The ceiling rates do <u>not</u> apply when the provision FAR 52.216-29 Time-and-Materials/Labor-Hour Proposal Requirements— Non-Commercial Item Acquisition <u>With</u> Adequate Price Competition is selected <u>or</u>; FAR 52.216-29 with DFARs 252.216-7002, Alternate A, is selected <u>or</u>; FAR 52.216-31, Time-and-Materials/Labor-Hour Proposal Requirements-Commercial Item Acquisition is selected <u>and</u> there is <u>not</u> 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, if the average annual ECI for the previous three years is higher than at time of OASIS 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, 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 is equal to or below the BLS ECI index at time of award, the ceiling rates will remain unchanged. In Year 10 of OASIS, if the previous three year average annual BLS ECI index for the previous three years is higher than Year 5 of OASIS, 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 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 and task orders awarded under OASIS.

#### **B.3. ANCILLARY SUPPORT**

Other ancillary support, integral and necessary as part of a total integrated solution within the scope of OASIS for which there is <u>not</u> a labor category specified in OASIS 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. 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 OASIS Management Module 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 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 support; 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 bi-lateral modification to OASIS.

#### B.3.2. Labor Subject to the Davis Bacon Act (DBA)

To the extent that any ancillary labor for construction, alteration and repair are within the scope of OASIS and subject to the DBA 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 DBA wage determinations are to be applied or not.

OASIS does <u>not</u> include clauses applicable to any construction, alteration, or repair work that is part of a total solution within the scope of OASIS. The OCO must incorporate the appropriate clauses and provisions in each task order solicitation and subsequent award when the DBA applies.

#### B.3.3. Labor Subject to the Service Contract Act (SCA)

The OASIS labor categories, identified in Section J.1., are considered bona fide executive, administrative, and professional labor that is exempt from the SCA.

To the extent that any ancillary labor for services are within the scope of OASIS and subject to the SCA 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 SCA wage determinations are to be applied or not.

OASIS does <u>not</u> include clauses applicable to any SCA work that is part of a total solution within the scope of OASIS. The OCO must incorporate the appropriate clauses and provisions in each task order solicitation and subsequent award when the SCA applies.

#### 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, Contractor civilians assigned to foreign areas may receive the allowances and benefits in the DSSR but, shall <u>not</u> 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.

#### SECTION C - DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

#### C.1. OBJECTIVE

The objective of OASIS 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 is available for use by all Federal agencies and other entities as listed in General Services Administration (GSA) Order ADM 4800.2G, Eligibility to use GSA Sources And Supply; as amended.

#### C.2. SCOPE

The scope of OASIS 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 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.

#### 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.

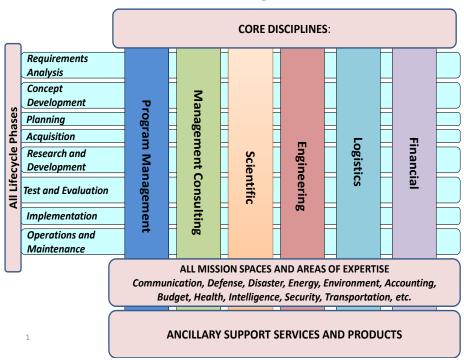
- 1. Department of Agriculture
- 2. Department of Interior
- 3. Department of Energy
- 4. Environmental Protection Agency
- 5. Nuclear Regulatory Commission

#### 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 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 Program Architecture illustration below.

#### **OASIS Program Architecture**



#### C.2.2. Core Disciplines

For task orders placed under OASIS, 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.

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 and Metering
- 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

Page 21

- 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
- 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 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.

"Non-IT" includes any service or equipment that is acquired by a Contractor <u>incidental</u> to a contract or contains <u>imbedded</u> IT that is used as an integral part of the service or product, but the principal function of which is <u>not</u> 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 <u>any</u> equipment or services related to a <u>National Security System</u>. 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; <u>or</u>, is critical to the direct fulfillment of military or intelligence missions, <u>not</u> 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 <u>not</u> considered ancillary support services. Non-IT professional services are considered to be within the primary scope of OASIS.

#### C.4. ANCILLARY SUPPORT SERVICES

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

Ancillary 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 Act or the Davis Bacon Act, 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 must not issue a task order and a Contractor shall not accept or perform work for the following services when the predominate task order scope of work is:

- 1. An ancillary support service as defined in Section C.4.
- 2. A requirement that primarily uses employees <u>not</u> employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR Part 541 and/or employees primarily employed as labor or mechanics as defined in FAR Subpart 22.401
- 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)

(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 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:

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 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 is from the date of the Notice-To-Proceed through 5 years thereafter, 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 shall be specified in the task order by the ordering agency. Task orders must be solicited and awarded <u>prior</u> to the OASIS term expiring and may extend up to 5 years <u>after</u> the OASIS term expires.

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

After the OASIS term expires, OASIS 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 term.

Accordingly, the cumulative term of OASIS may span up to 10 years and the cumulative term of all task orders placed under OASIS may span up to 15 years.

#### F.4. PERFORMANCE STANDARDS

OASIS 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 OASIS Management Module (OMM) is not operational, deliverable and reporting requirements designated for input into the OMM shall be provided as directed by the OASIS CO within the stated timeframes. The OASIS 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. Cost Accounting Standards (CAS) are mandatory <u>unless</u>, covered by exemption under 48 CR 9903.201-1 and 48 CFR 9903.201-2. 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. 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.

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. 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.

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 CO via OASIS@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 (April 30th, July 30th, October 30th, and January 30th)	Electronic Funds Transfer (EFT) via the OASIS Management Module (OMM) website
G.3.2.2. through G.3.2.5.	OASIS Management Module	Task Order Award, Modification, Invoice, CAF data, and Close-out data on a cumulative basis	Monthly (30th calendar day of each month, last day in February)	Electronically via the OMM website
G.3.3.	Individual Subcontracting Reports (ISR)	If applicable, ISRs from Individual Subcontracting Plans on OASIS	Within 30 calendar days after the close of each reporting period ending March 31st, September 30th, and within 30 days of contract completion.	Electronically via the Electronic Subcontract Reporting System (eSRS) website
G.3.3.	Summary Subcontracting Reports (SSR)	GSA agency-wide SSRs	Within 30 calendar days after the close of each reporting period ending September 30th	Electronically via the Electronic Subcontract Reporting System (eSRS) website
G.3.5.	Insurance	ACORD 25, Certificate of Insurance	Within 30 calendar days after the OASIS Notice-to- Proceed and any updates thereafter	OASIS CO via OASIS@gsa.gov and OCOs for affected task orders
G.3.6.	Mergers, Acquisitions, Novations, 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 CO via OASIS@gsa.gov and OCOs for affected 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 Notice-to-Proceed.	Electronically via FAPIIS website and notify the OASIS CO via OASIS@gsa.gov
G.3.8.	VETS 100-A	VETS 100-A reporting	Annually, no later than September 30 of each year	Electronically via the Department of Labor (DOL) VETS 100-A reporting website and notify the OASIS CO via OASIS@gsa.gov
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 CO via OASIS@gsa.gov.
G.3.10.	Post Award Small Business Program Re-Representation	If applicable, 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 CO via OASIS@gsa.gov
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	OASIS CO via OASIS@gsa.gov 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 CO via OASIS@gsa.gov and OCOs for affected task orders
H.6.3.	Cost Accounting Standards (CAS)	If applicable, correspondence and audit reports from DCAA/DCMA that updates the current CAS Disclosure Statements, Administration of CAS, or Cost Accounting Practice Changes	Within 45 calendar days after the update	OASIS CO via OASIS@gsa.gov and OCOs for affected 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	OASIS CO via OASIS@gsa.gov 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	OASIS CO via OASIS@gsa.gov 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	OASIS CO via OASIS@gsa.gov
H.6.7.	ISO 9001:2008 Certification	If applicable, correspondence or audit from an ISO 9001 Certification Body that updates the current status	Within 45 calendar days after the update	OASIS CO via OASIS@gsa.gov
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	OASIS CO via OASIS@gsa.gov
H.6.9.	ISO 14001:2004 Certification	If applicable, correspondence or audit from an ISO 14001:2004 Certification Body that updates the current status	Within 45 calendar days after the update	OASIS CO via OASIS@gsa.gov
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	OASIS CO via OASIS@gsa.gov
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	OASIS CO via OASIS@gsa.gov
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	OASIS CO via OASIS@gsa.gov
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	OASIS CO via OASIS@gsa.gov and OCOs for affected task orders

#### F.4.2. Compliances

The following table contains compliances required for OASIS. 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 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.	OASIS Management Module (OMM) Data	The Contractor shall submit timely and accurate data in the OMM

G.3.3.	Subcontracting Goals and Reporting	The Contractor shall submit timely and accurate ISR subcontract reports, if applicable, and SSR subcontract reports and make good faith efforts in meeting small business goals in accordance with the Contractor's subcontracting plan
G.3.5.	Insurance	The Contractor shall submit timely and accurate Certificates of Insurance and maintain adequate insurance coverage at the OASIS and task order level
G.3.6.	Mergers, Acquisitions, Novations and Change-of-Name Agreements	The Contractor shall submit timely notice of Merger and Acquisitions or contractual copies of Novation or Change-of-Name Agreements, <u>if applicable</u>
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 100-A Reporting	The Contractor shall report timely and accurate VETS 100-A reports in the Department of Labor VETS-100 website and send confirmation to the OASIS 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 CO
G.3.10.	Post-Award Small Business Program Re-Representation	If applicable, The Contractor shall report timely and accurately their small business program re-representation and update SAM.gov.
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.6.3.	Cost Accounting Standards (CAS)	The Contractor shall maintain CAS compliance 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 9001-2008 Certification	The Contractor shall maintain or exceed their ISO 9001:2008 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 14001:2004 Certification	The Contractor shall maintain or exceed their ISO 14001:2004 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, <u>if applicable</u>
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

#### OASIS UNRESTRICTED FINAL SOLICITATION NO.: GS00Q-13-DR-0001 FINAL CONFORMED SOLICITATION Page 31

H.11.3.	Contractor OASIS Webpage	The Contractor shall maintain an OASIS Webpage that meets the minimum webpage requirements
H.11.5.	Minimum Task Order Awards <u>or</u> Estimated Value	Starting from the date of the OASIS Notice-to-Proceed, the Contractor shall attain a minimum of <u>5</u> task order awards <u>or</u> a total task order estimated value of <u>\$100M</u> (total estimated value of all task orders inclusive of all options) prior to the exercise of Option I under OASIS.
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 and each task order placed under OASIS. 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 will be maintained on the official GSA OASIS webpage at <a href="http://www.gsa.gov/oasis">http://www.gsa.gov/oasis</a>.

#### G.2.1. Program Manager (PM)

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

#### G.2.2. Contracting Officer (CO)

The OASIS CO is the sole and exclusive GSA Government official with actual authority to administer and/or modify the terms of OASIS, 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 terms and conditions.

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

#### G.2.3. Ombudsman

Subject to GSAR 552.216-74, GSA designates an Ombudsman to OASIS. For the purposes of OASIS, there are two primary duties for the Ombudsman: (1) To review complaints from Contractors and ensure that they are afforded a fair opportunity for consideration in the award of task orders consistent with the procedures of OASIS, and (2) To review an OASIS CO decision to place a Contractor in Dormant Status. (See Section H.16.).

#### 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, 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. 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 a received a

Delegation of Procurement Authority (DPA) from the OASIS CO or OASIS representative that is delegated by the OASIS CO to issue DPAs.

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

The OCO is encouraged to contact the OASIS CO or OASIS PM 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 with OASIS
- 3. Task order solicitation development
- 4. Assistance on disputes, claims, or protests under OASIS
- 5. Contractor performance under OASIS

The OCO duties include, but are not limited to:

- Requesting and receiving a Delegation of Procurement Authority (DPA) prior to soliciting and awarding a task order under OASIS
- 2. Complying with the terms and conditions of OASIS (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 orders solicitations under the proper NAICS Code and corresponding OASIS MA-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. 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 Program Manager (COPM) and Corporate OASIS 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 and task orders solicited and awarded under OASIS. 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 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 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 Program Manager (COPM)

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

The COPM duties include, but are not limited to:

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

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

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

The COCM duties include, but are not limited to:

- Verifying that the OCO soliciting or awarding a task order solicitation under OASIS has an OASIS Delegation of Procurement Authority (DPA). Verification can be provided by the OASIS CO, OASIS PM, or duly authorized representative
- 2. Ensuring the company's task order awards under OASIS are contractually in compliance with OASIS (See Section H.3.)
- 3. Ensuring all data within the OASIS Management Module is current, accurate, and complete (See Section G.3.2.)
- 4. Ensuring contract administrative functions and meeting all the performance reporting and compliance standards listed under Section F.4., are maintained
- 5. Being ultimately responsible for ensuring that all contractual agreements, including modifications, are negotiated and put in place expeditiously
- 6. Being ultimately responsible for ensuring that all task order invoicing is accurate and timely
- 7. Attending all OASIS Program Management Review Meetings (PMR) and other OASIS meetings as scheduled

#### G.3. CONTRACTOR ADMINISTRATION REQUIREMENTS

The following sections describe the administration requirements for OASIS and task orders awarded under OASIS. 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)

Total CAF Remittance for each task order is calculated as follows: Total Paid Invoice (minus the CAF CLIN) multiplied by the CAF Percentage.

In response to all task order solicitations, regardless of contract type, the Contractor shall always propose a CAF rate of .75% of the total fixed-price or total estimated costs, including options. The total CAF amount shall be proposed as a separate and distinct Contract Line Item Number (CLIN) for the base year(s) and each option period (if applicable).

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

The actual dollar amount to be billed to the customer upon task order award will depend upon the total OASIS business volume with the customer or whether the customer organization has a CAF Memorandum of Understanding (CAF MOU) agreement in place with the OASIS Program Office.

If a customer organization has a CAF rate that is less than .75% for a specific task order award, the OASIS Program Office will notify the Contractor of the proper CAF rate to bill the customer. No later than January 15th of each calendar year, the OASIS Program Office will notify the Contractor if there are any changes to the CAF rate.

#### G.3.2. OASIS Management Module

The specific system for all task order award, modification, invoice, and CAF payment data will be electronically through the OASIS Management Module (OMM) located within the GSA Assisted Acquisition Services (AAS) Business Systems Portal.

#### G.3.2.1. Task Order Award Data

The Contractor shall report all task order award data within 30 calendar days of award.

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

- OASIS 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. Customer OCO Name, Phone Number, and E-mail Address

Page 36

- 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. (If the task order does not establish CLINs, the Contractor shall input CLIN Number 9999 as a single CLIN for all billing)
- 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 and SOC numbers
- 4. The Loaded Hourly Labor Rate and Hours by each corresponding OASIS labor category, for the base and all option periods
- The Loaded Hourly Labor Rate and Hours by each <u>Specialized</u> Professional Services Labor, <u>Davis Bacon Act</u> Labor, <u>Service Contract Act</u> Labor, or <u>OCONUS</u> 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 Reimbursable 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.3.2.2. Task Order Modification Data

The Contractor shall report all task order modification data within 30 calendar days of receiving a signed copy of the modification, <u>excluding</u> modifications issued through the GSA AAS Business System Portal. Modification data issued through the AAS Business System Portal will automatically populate into the OMM.

Modification data shall include:

- 1. OASIS MA-IDIQ Contract Number
- 2. Task Order Award Number (**NOT** the Solicitation Number)
- 3. Modification Number
- 4. Modification Description (e.g., Incremental Funding, Exercise Option, Change Order, etc.)
- 5. OCO Point of Contact (Name, Phone Number, E-mail Address)
- 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 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. 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 OMM system for that particular task order.

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

- 1. OASIS 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 subcontracted.
- 6. Amount of invoice that was subcontracted to a small business.
- 7. For each contract type, the Contractor shall report as follows:
  - (a) Fixed Price task orders: Total Amount Paid (Lump Sum) by Contract Line Item Number (CLIN)
  - (b) T&M or L-H type task orders: Total Amount Paid (Lump Sum) by CLIN
  - (c) Cost-Reimbursement task orders: Labor Categories, SOC Number, and Direct Labor Rate for each Task Order Labor Category

#### 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	April 30 <sup>th</sup>
2nd Quarter April 1st – June 30th	July 30 <sup>th</sup>
3rd Quarter July 1st – September 30th	October 30 <sup>th</sup>
4th Quarter October 1st – December 31st	January 30th

Where CAF for multiple invoice payments (on one or more task orders) is due, the Contractor may consolidate the CAF owed into one payment, including the consolidation of CAF across all awarded Pools.

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:

- 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 via Pay.gov.

#### 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

The Contractor shall comply with the Contractor's Subcontracting Plan, incorporated into the OASIS 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.

As stated in 15 U.S.C. 637(d)(8), any Contractor or Subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. Further, 15 U.S.C. 637(d)(4)(F) directs that a Contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

The OASIS Program Office requires use of the electronic Subcontracting Reporting System (eSRS) modules as the secure, confidential, information management tool to evaluate subcontracting goal performance for OASIS.

The Subcontracting Plan covers the OASIS program as whole, however, the Contractor shall submit Individual Subcontract Reports (ISR) for Individual Subcontracting Plans, if applicable, and Summary Subcontract Reports (SSR) per <u>each</u> individual Pool the Contractor has a contract award using the web-based eSRS at <a href="http://www.esrs.gov">http://www.esrs.gov</a>.

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/SSR.

#### G.3.4. Contractor Performance Assessment Reporting System (CPARS)

Past performance information is relevant information, for future source selection purposes, regarding a Contractor's actions under a previously awarded contracts. 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 both OASIS and task orders awarded under OASIS. 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 and task orders awarded under OASIS. The COCM shall respond promptly to past performance evaluations as documented by the OCO at the task order level and the OASIS CO for OASIS.

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

#### G.3.4.1. OASIS CPARS

The OASIS CO will evaluate interim Contractor performance on an annual basis and final Contractor performance upon contract completion using the process and criteria in CPARS.

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 opportunity 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 contract file, and may be used by Federal agencies to support future award decisions.

#### G.3.4.2. Task Order CPARS

The OASIS CO does <u>not</u> 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 using the process and criteria in CPARS or alternative past performance assessment reporting system. OCOs and customer agencies must use CPARS for task orders awarded under OASIS 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. Insurance coverage applies to the OASIS program as a whole (e.g. this requirement is <u>cumulative</u> 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. 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. The Contractor shall notify the OASIS 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 website will maintain a record of each OASIS 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, Novations, 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 CO, the Contractor must notify the OASIS 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.

#### 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. This update applies for each Pool the Contractor has an award under.

#### G.3.8. VETS-100A 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-100A report annually to the DOL VETS-100A website and provide confirmation to the OASIS CO, even if the Contractor has no covered veterans or new employees to report during the reporting period. This report applies once for the OASIS Program as a whole to the DOL VETS-100A website and the OASIS CO, 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, if a Contractor represented that it was a small business concern prior to award; the Contractor shall re-represent its size 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 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 Contracting Officer in writing, within the timeframes specified above, as follows for each Pool awarded on OASIS (Only check boxes for Pools which you have an OASIS contract award):

The Contractor repr	esents that it	is, _	is	<b>not</b> a s	small	business	concern	under	POOL	1
The Contractor repr	esents that it	is,	is	not a s	small	business	concern	under	POOL	2
The Contractor repr	esents that it 🔃	is,	is	not a s	small	business	concern	under	POOL	3
The Contractor repr	esents that it 🔃	is,	is	not a s	small	business	concern	under	POOL	4
The Contractor repr	esents that it	is,	is	not a s	small	business	concern	under	POOL	5.A.
The Contractor repr	esents that it	is,	is	not a s	small	business	concern	under	POOL	5.B.
The Contractor repr	esents that it	is,	is	not a s	small	business	concern	under	POOL	6
	The Contractor repr The Contractor repr The Contractor repr The Contractor repr The Contractor repr	The Contractor represents that it	The Contractor represents that it is,	The Contractor represents that it is, is, is	The Contractor represents that it is, is not a second and the Contractor represents that it is not a second and the Contractor represents that it is not a second and the Contractor represents that it is not a second and the Contractor represents that it is not a second and the Contractor represents the contractor	The Contractor represents that it is, is not a small The Contractor represents that it is, is not a small The Contractor represents that it is, is not a small The Contractor represents that it is, is not a small The Contractor represents that it is, is not a small The Contractor represents that it is, is not a small	The Contractor represents that it is, is not a small business The Contractor represents that it is, is not a small business The Contractor represents that it is, is not a small business The Contractor represents that it is, is not a small business The Contractor represents that it is, is not a small business The Contractor represents that it is, is not a small business	The Contractor represents that it is, is not a small business concern The Contractor represents that it is, is not a small business concern The Contractor represents that it is, is not a small business concern The Contractor represents that it is, is not a small business concern The Contractor represents that it is, is not a small business concern The Contractor represents that it is, is not a small business concern	The Contractor represents that it is, is not a small business concern under The Contractor represents that it is, is not a small business concern under The Contractor represents that it is, is not a small business concern under The Contractor represents that it is, is not a small business concern under The Contractor represents that it is, is not a small business concern under The Contractor represents that it is, is not a small business concern under	The Contractor represents that it <b>is, is not</b> a small business concern under POOL The Contractor represents that it <b>is, is not</b> a small business concern under POOL The Contractor represents that it <b>is, is not</b> a small business concern under POOL The Contractor represents that it <b>is, is not</b> a small business concern under POOL The Contractor represents that it <b>is, is not</b> a small business concern under POOL The Contractor represents that it <b>is, is not</b> a small business concern under POOL The Contractor represents that it <b>is, is not</b> a small business concern under POOL The Contractor represents that it <b>is, is not</b> a small business concern under POOL The Contractor represents that it <b>is, is not</b> a small business concern under POOL

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

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

The OCO is responsible for closing out their task orders under OASIS. 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 OASIS Management Module (OMM) (See Section G.3.2.5.).

#### G.5. OPTION DETERMINATION

After the initial contract term of 5 years, OASIS 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 and task orders awarded against OASIS; meeting the deliverable and compliance standards; and maintaining a strategic partnership between the OASIS Contractors, GSA personnel, and Federal customers to identify and achieve reciprocal goals.

(END OF SECTION G)

#### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

#### H.1. BACKGROUND

This section provides special contract requirements for OASIS and each task order placed under OASIS 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 and associated task orders.

#### H.3. ORDERING PROCEDURES

All task orders under OASIS must be:

- 1. Solicited and awarded by an OCO with a Delegation of Procurement Authority (See Section G.2.5.)
- 2. Be within the scope of Section C and all other terms and conditions of the OASIS contract
- 3. Identify the OASIS Labor Categories and Service Occupational Codes (See Sections B.2.1. and J.1.)
- 4. Solicited and awarded under the proper NAICS Code and corresponding OASIS MA-IDIQ Contract Number (See Section H.4.)
- 5. Identify the proper Product Service Code (See Section H.5.) and,
- Comply with the ordering procedures in FAR Subpart 16.505, Ordering, and other applicable agency specific regulatory supplements.

The OCO must tailor all optional clauses, provisions, and other applicable terms and conditions specific to the task order solicitation and award (See Section I).

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. Reserved

#### 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 during the term of OASIS, the OASIS CO may need to update the OASIS MA-IDIQ task order contracts to reflect the updated NAICS Code(s) and small business size standards(s).

#### H.4.1. OASIS NAICS Codes

OASIS is a family of 7 separate OASIS Multiple Award, Indefinite Delivery, Indefinite Quantity (MA-IDIQ) task order contracts that span 28 NAICS Codes and 6 NAICS Code Exceptions under the economic subsector 541, Professional, Scientific, and Technical Services.

NAICS Codes are grouped into 6 separate Pools based on 6 separate small business size standards (14M, 19M, 35.5M, 500 employees, 1,000 employees, and 1,500 employees). Pool 5 (1,000 employees) is split into Pool 5.A. (Exception B) and Pool 5.B. (Exception C) for a total of 7 Pools. Each Pool is a separate OASIS MA-IDIQ task order contract.

#### 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 <u>if applicable</u>, and whether or not the solicitation is sole-source or competitive. The OCO must identify the NAICS Code Number, Title, Business Size Standard, and corresponding OASIS Pool in the task order solicitation and report the NAICS Code in the Federal Procurement Data System (FPDS).

The NAICS Code selected and its corresponding small business size standard will determine which corresponding Pool the task order will be solicited under.. Each OASIS Pool will have a list of eligible Contractors that qualify to receive solicitations and task order awards.

Example 1: A task order is solicited under NAICS Code 541611. NAICS Code 541611 is specific to OASIS Pool 1. Only those Contractors awarded OASIS contracts under Pool 1 would be eligible to receive a task order solicitation under NAICS Code 541611.

Example 2: A task order is solicited under NAICS Code 541330 Exception A. NAICS Code 541330 Exception A is specific to the Pool 3 OASIS MA-IDIQ task order contract. Only those Contractors awarded OASIS Contracts under Pool 3 would be eligible to receive a task order solicitation under NAICS Code 541330 Exception A.

Example 3: A task order is solicited under NAICS Code 541712 Exception C. NAICS Code 541712 Exception C is specific to the Pool 5.A. OASIS MA-IDIQ task order contract. Only those Contractors awarded OASIS Contracts under Pool 5.A. would be eligible to receive a task order solicitation under NAICS Code 541712 Exception C.

Once a NAICS Code is selected by the OCO, the OCO must provide fair opportunity to all Contractors under the corresponding OASIS Pool for solicitation purposes, unless an exception to fair opportunity has been properly executed. Ordering Procedures at FAR 16.505 apply. If the solicitation could be classified in two or more NAICS codes with different size standards, the OCO shall apply the NAICS code and corresponding size standard for the industry accounting for the greatest percentage of anticipated task order price/cost. The table below identifies all OASIS NAICS code assignments to Pools:

OASIS MA-IDIQ CONTRACT NUMBER [TBD at time of award] POOL 1				
(\$14M Business Size Standard)				
NAICS CODE	NAICS TITLE			
541330	Engineering Services			
541360	Geophysical Surveying and Mapping Services			
541370	Surveying And Mapping (Except Geophysical) Services			
541380	Testing Laboratories			
541611	Administrative Management and General Management Consulting Services			
541612	Human Resources Consulting Services (2007), Human Resources and Executive			
	Search Consulting Services (2002)			
541613	Marketing Consulting Services			
541614	Process, Physical Distribution, and Logistics Consulting Services			
541618	Other Management Consulting Services			
541620	Environmental Consulting Services			
541690	Other Scientific and Technical Consulting Services			
541810	Advertising Agencies			
541820	Public Relations Agencies			
541830	Media Buying Agencies			
541840	Media Representatives			
541850	Outdoor Advertising			
541860	Direct Mail Advertising			
541870	Advertising Material Distribution Services			
541890	Other Services Related to Advertising			
541910	Marketing Research and Public Opinion Polling			
541990	All Other Professional, Scientific, and Technical Services			

OAGIO MA IDIO CONTRACT MUMBER ITER (4)					
OASIS MA-IDIQ CONTRACT NUMBER [TBD at time of award]					
POOL 2 (\$19M Business Size Standard)					
NAICS CODE	NAICS TITLE				
541211	Offices of Certified Public Accountants				
541213	Tax Preparation Services				
541214	Payroll Services				
541219	Other Accounting Services				
541720	Research and Development in the Social Sciences and Humanities				
041720	OASIS MA-IDIQ CONTRACT NUMBER [TBD at time of award] POOL 3				
	(\$35.5M Business Size Standard)				
NAICS CODE	NAICS TITLE				
541330 Exception A	Engineering for Military and Aerospace Equipment and Military Weapons				
541330 Exception B	Engineering for Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992				
541330 Exception C	Engineering for Marine Engineering and Naval Architecture				
	OASIS MA-IDIQ CONTRACT NUMBER [TBD at time of award]				
	POOL 4				
	(500 Employees Business Size Standard)				
NAICS CODE	NAICS TITLE				
541711	Research and Development in Biotechnology				
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)				
	OASIS MA-IDIQ CONTRACT NUMBER [TBD at time of award]				
	POOL 5A				
	(1,000 Employees Business Size Standard)				
NAICS CODE	NAICS TITLE				
541712 Exception B	Research and Development in Aircraft Parts, and Auxiliary Equipment, and Aircraft Engine Parts				
	OASIS MA-IDIQ CONTRACT NUMBER [TBD at time of award]				
	POOL 5B				
(1,000 Employees Business Size Standard)					
NAICS CODE	NAICS TITLE				
541712 Exception C	Research and Development in Space Vehicles and Guided Missiles, their Propulsion Units, their Propulsion Units Parts, and their Auxiliary Equipment and Parts				
OASIS MA-IDIQ CONTRACT NUMBER [TBD at time of award]					
POOL 6 (1,500 Employees Business Size Standard)					
NAICS CODE	NAICS TITLE				
541712 Exception A	Research and Development in Aircraft				

#### 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 spans across many PSCs, however, the primary PSC selected must be based on the predominant service that is being purchased.

The OASIS Management Module (OMM) 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 OASIS Management Module for each task order award.

#### H.6. SYSTEMS, CERTIFICATIONS, AND CLEARANCES

Acceptable Accounting Systems are mandatory for all Contractors on OASIS. Cost Accounting Standards (CAS) are mandatory unless, covered by exemption under 48 CR 9903.201-1 and 48 CFR 9903.201-2. 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. 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.

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 CO, in consultation with the Defense Contract Audit Agency (DCAA) 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. The Contractor shall notify the OASIS 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 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
- 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. The Contractor shall notify the OASIS 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. Cost Accounting Standards (CAS)

Cost Accounting Standards (CAS) are a set of 19 standards and rules promulgated by the Government for use in determining costs on procurements and for Contractors to disclose in writing and follow consistently their cost accounting practices.

The Contractor and its Subcontractors may be subject to "full" CAS coverage which requires all 19 standards, "modified" CAS coverage which requires Standards 401, 402, 405, and 406, or be "exempt" from CAS coverage under 48 CFR 9903.201-1 and 48 CFR 9903.201-2. Also, a Contractor under "full" coverage is not subject to a standard where it does not apply.

When a Contractor is subject to CAS, the Contractor must comply with CAS coverage for task orders awarded under OASIS. CAS does not apply to task orders and subcontracts for the acquisition of commercial items under FAR Part 12 or when task orders and subcontracts are firm-fixed-price or fixed-price with economic price adjustment provided that the price adjustment is not based on actual costs incurred.

When a Contractor is subject to CAS, the Contractor must maintain CAS compliance by DCAA or other cognizant auditor for the entire term of OASIS. The Contractor shall notify the OASIS CO and designated OCO for affected task orders, in writing, if there are any changes to their CAS Disclosure Statements, Administration of CAS, or Cost Accounting Practice Changes, and provide the reasons for the change and copies of audit reports, as applicable.

CAS does <u>not</u> apply to task orders for the acquisition of commercial items when the task orders are firm-fixed-price or fixed-price with economic price adjustment provided that the price adjustment is not based on actual costs incurred.

#### 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, 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 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 <u>not</u> be disclosed on the OASIS 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 <u>not</u> 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.

The Contractor shall notify the OASIS 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.

OASIS UNRESTRICTED FINAL SOLICITATION NO.: GS00Q-13-DR-0001 FINAL CONFORMED SOLICITATION Page 50

An EVMS is not mandatory; however, Contractors are encouraged to have an EVMS ANSI/EIA Standard-748 during the entire term of OASIS. The Contractor shall notify the OASIS 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 9001:2008 Certification

International Organization for Standardization (ISO) 9001:2008 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 9001:2008 Certification is not mandatory; however, Contractors are encouraged to have ISO 9001:2008 Certification during the entire term of OASIS. The Contractor shall notify the OASIS CO, in writing, if there are any changes in the status of their ISO 9001:2008 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 9001:2008 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. The Contractor shall notify the OASIS 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 14001:2004 Certification

International Organization for Standardization (ISO) 14001:2004 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 14001:2004 Certification is not mandatory; however, Contractors who desire to compete for environmental related work are encouraged to have ISO 14001:2004 Certification during the entire term of OASIS. The Contractor shall notify the OASIS CO, in writing, if there are any changes in the status of their ISO 14001:2004 Certification and provide the reasons for the change and copies of audits from an ISO 14001:2004 Certification Body, as applicable. If only part of a Contractor's organization is ISO 14001:2004 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. The Contractor shall notify the OASIS 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 3 or higher in acquisition, services, and/or development during the entire term of OASIS. The Contractor shall notify the OASIS 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. The Contractor shall notify the OASIS 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 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.

#### 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.

The Contractor, at its own expense, must maintain their FCL by the Defense Security Service (DSS) for the entire term of OASIS. The Contractor shall notify the OASIS 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 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 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 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 disclosure 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 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. RESERVED

#### H.11. PARTNERING

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

Failure to attend meetings, maintain a Contractor OASIS 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 web-casting, 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 in order to assess performance against the goals and to reinforce partnering principles.

GSA may require up to four OASIS Program Management Review (PMR) meetings per year. The goal of the PMR meetings are to provide a platform for OASIS Contractors, OASIS 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 fundamentals. Any Contractor costs associated to PMR Meetings shall be at no direct cost to the Government.

#### H.11.2. GSA OASIS Webpage

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

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

- General overview of the attributes of OASIS
- 2. The OASIS conformed contract (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 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. Frequently Asked Questions

#### H.11.3. Contractor OASIS 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 and task orders awarded under OASIS. The Contractor shall make their OASIS 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.

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

- 1. Link to the GSA OASIS webpage
- 2. General Overview of OASIS
- 3. OASIS 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. OASIS Contract (Sections A through J) and all Modifications issued within 30 days in Adobe format
- 7. DUNS Number
- 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.

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

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.

All marketing, promotional materials, and news releases in connection with OASIS or task order awards under OASIS, including information on the Contractor's OASIS 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.

GSA reserves the right to review, and must approve, any marketing, promotional materials, or news releases by a Contractor that is OASIS related, including information on the Contractor's OASIS webpage.

#### H.11.5. Minimum Task Order Awards or Estimated Value

Starting from the date of the OASIS Notice-to-Proceed, the Contractor shall attain a minimum of  $\underline{5}$  task order awards  $\underline{or}$  a total task order estimated value of  $\underline{\$100M}$  (total estimated value of all task orders inclusive of all options) prior to the exercise of Option I under OASIS. This requirement applies to the OASIS program as a whole (e.g. this requirement is  $\underline{cumulative}$  across all task orders awarded under the Pool(s) the Contractor has been awarded OASIS 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 4 task order awards or total task order estimated value of \$80M prior to the exercise of Option I.

Failure to attain the expected number of task order awards <u>or</u> estimated value prior to the exercise of Option I may result in a Contractor being Off-Ramped (See Section H.16.).

#### H.12. TRAINING AND PERMITS

The Contactor shall provide fully trained and experienced personnel required for performance under task orders awarded under OASIS. 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.

#### H.13. ETHICS AND CONDUCT

Personal services are not authorized under OASIS. OASIS 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 and the Government will not exercise any supervision or control over the Contractor in the performance of contractual services under OASIS. 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, 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.

The Contactor shall ensure that all of its employees, including Subcontractor employees, working under OASIS 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 CO immediately of this communication or action.

#### 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 during periods funded by the Government; conduct business not directly related to OASIS 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 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 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. The FAR and other applicable agency specific regulatory supplements will govern task orders awarded under OASIS.

Assuming no real or potential conflict of interest, an OASIS 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.

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 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 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. The Contractor shall fully cooperate with the other Contractors and with Government employees and shall carefully adapt scheduling and performing the work under OASIS 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, 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.

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 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 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

OASIS UNRESTRICTED FINAL SOLICITATION NO.: GS00Q-13-DR-0001 FINAL CONFORMED SOLICITATION Page 60

The total number of Contractors within any of the 7 OASIS 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 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 Pool at any time.

#### H.15.1. Reserved

#### 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 <u>not</u> 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 (\$14M size standard), can no longer certify as a small business under the \$14M size standard, Contractor X may elect to be considered for OASIS Pool 1 as a large business.

In order to obtain a Vertical Contract Ramp, the Contractor must:

- Have outgrown their small business sized 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
- 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 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 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 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 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 to award
- 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/subfactors as the original solicitation
- 6. An Offeror's proposal must meet all of the Acceptability Pass/Fail Criteria of the original solicitation
- 7. An Offeror's proposal must receive a proposal score equal to or higher than the lowest scoring Contractor within the OASIS 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 solicitation at the time of the original awards.
- 8. The terms and conditions of any resulting awards are materially identical to the existing version of the OASIS Pool and,
- 9. 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 (SubPool Creation)

GSA will determine whether it would be in the Government's best interest to initiate an open season to create a SubPool within established OASIS 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 SubPool 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 to award
- 4. Any Offeror already possessing a contract in the affected Pool will automatically be included in the newly formed SubPool if the Offeror can provide Pool Qualification projects for the new SubPool.
- Any Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a proposal in response to the solicitation. This SubPool would require Pool Qualification projects associated with the NAICS Code/exception of the new SubPool.

- The award decision under the open season solicitation is based upon substantially the same evaluation factors/subfactors as the original solicitation. The newly formed SubPool will become a new MA-IDIQ contract in the family of OASIS 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 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 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 must be reserved for high performing OASIS Contractors. Accordingly, if the OASIS CO determines that any requirement of OASIS is not being met an OASIS Contractor may be placed into Dormant Status. Dormant status may be activated for a given OASIS Pool that a Contractor has been awarded or Dormant Status may be activated for all OASIS 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 <u>not</u> 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 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.

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 CO must first send a letter, in writing, to the Contractor regarding the poor performance or non-compliance issue. The Contractor shall have reasonable time, at the discretion of the OASIS CO, to provide the OASIS CO with a remediation plan to correct the deficiencies/issues. If the OASIS CO is satisfied with the Contractor's response, the Contractor will not be placed in Dormant Status. If the OASIS 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 CO final decision may be appealed to the OASIS 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 Pool at the time of the Off-Ramping. Contractors under more than one OASIS Pool will only be off-ramped from the OASIS 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 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.

OASIS UNRESTRICTED FINAL SOLICITATION NO.: GS00Q-13-DR-0001 FINAL CONFORMED SOLICITATION Page 63

- 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 terms and conditions

(END OF SECTION H)

## PART II – CONTRACT CLAUSES SECTION I – CONTRACT CLAUSES

#### I.1. TASK ORDER CLAUSES

In accordance with <u>FAR 52.301</u>, Solicitation Provisions and Contract Clauses (Matrix), the OASIS master contracts cannot predetermine all the contract provisions/clauses for future individual task orders. However, <u>all Applicable and Required</u> provisions/clauses set forth in FAR 52.301 automatically flow down to all OASIS 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.

However, the OCO must identify in the task order solicitation whether FAR Part 12 commercial clauses/provisions apply or not apply. Furthermore, the OCO must identify any <u>Optional</u>, <u>and/or Agency-Specific</u> provisions/clauses for each individual task order solicitation and subsequent award. For Optional and/or Agency-Specific 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.

#### I.2. OASIS CLAUSES

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

#### 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: <a href="http://acquisition.gov/">http://acquisition.gov/</a>

#### 1.2.2. GSAR 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6)(SEP 1999)

- (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	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds For Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
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	SEP 2013
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	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	MAY 2012
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
52.219-8	Utilization of Small Business Concerns	JUL 2013
52.219-9	Small Business Subcontracting Plan	JUL 2013
52.219-9	Alternate II	OCT 2001
52.219.14	Limitations on Subcontracting	NOV 2011
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	JUL 2005
52.222-19	Child Labor – Cooperation With Authorities and Remedies	MAR 2012
52.222-21	Prohibition of Segregated Facilities	FEB 1999

FAR	TITLE	DATE
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports Veterans	SEP 2010
52.222-38	Compliance With Veterans Employment Reporting Requirements	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
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	JUL 2013
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	DEC 2007
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
52.230-2	Cost Accounting Standards	MAY 2012
52.230-3	Disclosure and Consistency of Cost Accounting Practices	MAY 2012
52.230-4	Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns	MAY 2012
52.230-6	Administration of Cost Accounting Standards	JUN 2010
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	OCT 2010
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	JUL 2002
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	JUL 2013
52.245-1	Government Property	APR 2012
52.245-9	Use and Charges	APR 2012
52.246-4	Inspection of Services – Fixed Price	AUG 1996

FAR	TITLE	DATE
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

#### 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	FEB 1996
552.216-74	Task-Order and Delivery-Order Ombudsman	AUG 2010
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

#### 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. 0

#### 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 the contract.
  - (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 per year
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection <u>52.216-21</u> 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)

- (a) 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 this contract.
- (b) 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."
- (c) 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.

(d) 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 in accordance with Section F.4.

#### I.4.5. 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.

#### 1.4.6. 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.4.7. GSAR 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

# PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS SECTION J – LIST OF ATTACHMENTS

- J.1. LABOR CATEGORIES AND DEFINITIONS Attachment (1)
- J.2. DIRECT LABOR RATE RANGES Attachment (2)
- J.3. POOL QUALIFICATION AND CERTIFICATION Attachment (3)
- J.4. PROPOSAL CHECKLIST Attachment (4)
- J.5. SELF SCORING WORKSHEET
- J.5.1. SELF SCORING WORKSHEET FOR (PROPOSAL SUBMISSION) Attachment (5A)
- J.5.2. SELF SCORING WORKSHEET (SAMPLE ONLY) Attachment (5B)
- J.6. MODIFIED PRE-AWARD SURVEY (SF 1408) Attachment (6)
- J.7. RELEVANT EXPERIENCE (PRIMARY) TEMPLATE Attachment (7)
- J.8. PAST PERFORMANCE RATING FORM Attachment (8)
- J.9. COST/PRICE TEMPLATE Attachment (9)
- J.10. RELEVANT EXPERIENCE (SECONDARY) TEMPLATE Attachment (10)

(END OF SECTION J)

# PART IV – REPRESENTATIONS AND INSTRUCTIONS SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

**INSTRUCTIONS:** The Offeror may manually or electronically fill out Section K <u>in its entirety</u>, fill in the Offeror's name, and check the boxes, as applicable, under the following provisions and submit it in accordance with Section L.4.

Sections K.5., K.6	., K.7., K.8., K.9.,	K.13., K.14., an	nd K.15. require the	Offeror to check all the	applicable boxes.
OFFEROR NAME	i:				

#### K.1. AUTHORIZED DEVIATIONS IN PROVISIONS (DEVIATION FAR 52.252-5)(SEP 1999)

- (a) Deviations to FAR provisions.
- (1) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) provision by the addition of "(DEVIATION)" after the date of the provision, if the provision 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) provision that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR provision no.))" after the date of the provision.
- (b) *Deviations to GSAR provisions*. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation provision by the addition of "(DEVIATION)" after the date of the provision.
- (c) "Substantially the same as" provisions. Changes in wording of provisions prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of provision)

#### K.2. NAICS CODES AND SMALL BUSINESS SIZE STANDARDS

OASIS is a family of contracts that span 28 NAICS Codes and 6 NAICS Code Exceptions under the economic subsector 541, Professional, Scientific, and Technical Services.

NAICS Codes are grouped into 7 separate small business size standards and are referred to as "Pools". Each Pool will be a separate OASIS Multiple Award, Indefinite Delivery, Indefinite Quantity (MA-IDIQ) task order contract.

Because this solicitation covers 7 OASIS Pools, each OASIS Pool has a <u>predominant</u> NAICS Code specified below; however, all NAICS Codes within a given Pool can be used to represent the predominant NAICS Code for any given task order solicited and award under OASIS.

Each of the 7 separate OASIS Pools will issue multiple contract awards.

A single Offeror may compete for more than one OASIS Pool.

#### The NAICS Code and small business size standard for this acquisition is as follows:

1. Pool 1, OASIS MA-IDIQ Contract Number (TBD at time of award):

The NAICS Code for this acquisition is: 541330
The small business size standard is: \$14M

2. Pool 2, OASIS MA-IDIQ Contract Number (TBD at time of award):

The NAICS Code for this acquisition is: 541219
The small business size standard is: \$19M

3. Pool 3, OASIS MA-IDIQ Contract Number (TBD at time of award):

The NAICS Code for this acquisition is: 541330 Exception A

The small business size standard is: \$35.5M

4. Pool 4, OASIS MA-IDIQ Contract Number (TBD at time of award):

The NAICS Code for this acquisition is: 541712

The small business size standard is: 500 Employees

5. Pool 5.A., OASIS MA-IDIQ Contract Number (TBD at time of award):

The NAICS Code for this acquisition is: 541712 Exception B
The small business size standard is: 1,000 Employees

6. Pool 5.B., OASIS MA-IDIQ Contract Number (TBD at time of award):

The NAICS Code for this acquisition is: 541712 Exception C
The small business size standard is: 1,000 Employees

7. Pool 6, OASIS MA-IDIQ Contract Number (TBD at time of award):

The NAICS Code for this acquisition is: 541712 Exception A
The small business size standard is: 1,500 Employees

## K.3. FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)

- (a) **Definitions.** As used in this provision—"Lobbying contact" has the meaning provided at <u>2 U.S.C. 1602(8)</u>. The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) **Prohibition**. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) *Certification*. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

Page 73

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

- (d) **Disclosure**. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) **Penalty**. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by <u>31 U.S.C. 1352</u>. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

## K.4. FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is See Section K.2. above
  - (2) The small business size standard is See Section K.2. above
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at <u>52.204-7</u>, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at <u>52.204-7</u> is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
  - [ ] (i) Paragraph (d) applies.
- [x] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
  - (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) <u>52.203-2</u>, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
  - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
  - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
  - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) <u>52.203-11</u>, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) <u>52.204-3</u>, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
  - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
    - (A) Are not set aside for small business concerns:
    - (B) Exceed the simplified acquisition threshold: and
    - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) <u>52.209-2</u>, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) <u>52.209-5</u>, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) <u>52.214-14</u>, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) <u>52.215-6</u>, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

- (ix) <u>52.219-1</u>, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) <u>52.219-2</u>, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) <u>52.222-22</u>, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at <u>52.222-26</u>, Equal Opportunity.
- (xii) <u>52.222-25</u>, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at <u>52.222-26</u>, Equal Opportunity.
- (xiii) <u>52.222-38</u>, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) <u>52.223-1</u>, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at <u>52.223-2</u>, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) <u>52.223-4</u>, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
  - (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) <u>52.225-4</u>, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at <u>52.225-3</u>.
  - (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
  - (D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies. (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-
- 5. (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xx) <u>52.225-25</u>, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxi) <u>52.226-2</u>, Historically Black College or University and Minority Institution Representation. This provision applies to—
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at <u>52.219-23</u>, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
  - (2) The following certifications are applicable as indicated by the Contracting Officer:

#### [Contracting Officer check as appropriate.]

- (i) <u>52.219-22</u>, Small Disadvantaged Business Status.
- \_\_ (A) Basic.
- (B) Alternate I.
  - \_\_ (ii) <u>52.222-18</u>, Certification Regarding Knowledge of Child Labor for Listed End Products.
- \_\_ (iii) <u>52.222-48</u>, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- \_\_ (iv) <u>52.222-52</u>, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.
- \_\_ (v) <u>52.223-9</u>, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
  - \_\_ (vi) <u>52.227-6</u>, Royalty Information.

OASIS UNRESTRICTED FINAL SOLICITATION NO.: GS00Q-13-DR-0001 FINAL CONFORMED SOLICITATION Page 75

(d) The offeror has through <a href="https://www.arcoffer">https://www.arcoffer</a> that the represent paragraph (c) of this papplicable to this solic solicitation), as of the changes identified belonges	completed the cquisition government tations and correction have itation (includidate of this of the cow [offeror town(s) and/or complete the complet	e annual re . After revi- ertifications been ente ing the bus fer and are	epresentations ewing the SA s currently pos- ered or update siness size sta e incorporated changes, id	s Data and Restricted Computer Software. s and certifications electronically via the SAM website accessed M database information, the offeror verifies by submission of the sted electronically that apply to this solicitation as indicated in d within the last 12 months, are current, accurate, complete, and andard applicable to the NAICS code referenced for this in this offer by reference (see FAR 4.1201); except for the entifying change by clause number, title, date]. These incorporated in this offer and are current, accurate, and complete as
FAR CLAUSE#	TITLE	DATE	CHANGE	
Any changes provio				s solicitation only, and do not result in an update to the
			(End	of provision)
K.5. FAR 52.209	-5 CERTIFIC	CATION R	REGARDING	RESPONSIBILITY MATTERS (APR 2010)
(a)(1) The Offeror of	•		•	nd belief, that—
(i) The Offero (A) Are			•	pended, proposed for debarment, or declared ineligible for the
judgment rendered ag obtain, or performing a relating to the submiss records, making false checks "have", the offe	have not ainst them for a public (Fedesion of offers; statements, to be of the statements and the statements are or shall also	, within commiss ral, State, or commis ax evasion see <u>52.20</u>	or local) controlocal or local) controlocal sion of ember violating Fed 09-7, if include	•
(C) Are with commission of ar				rotherwise criminally or civilly charged by a governmental entity graph (a)(1)(i)(B) of this provision;
(D) Have	, have not	, within	n a three-year	period preceding this offer, been notified of any delinquent Federal
taxes in an amount that (1) Fed				ty remains unsatisfied. if both of the following criteria apply:
				ined. The liability is finally determined if it has been assessed. A

(2) Examples.

collection action is precluded.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to

failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has

the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals

contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has has not had not have not have
- (2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (**e.g.**, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

# K.6. FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

#### (a) **Definitions**. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (**e.g.**, general manager; plant manager; head of a division or business segment; and similar positions).

OASIS UNRESTRICTED FINAL SOLICITATION NO.: GS00Q-13-DR-0001 FINAL CONFORMED SOLICITATION Page 77

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.					
(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate,					
and complete as of the date of submission of this offer with regard to the following information:					
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the					
award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State					
level that resulted in any of the following dispositions:					
(i) In a criminal proceeding, a conviction.					
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty,					
reimbursement, restitution, or damages of \$5,000 or more.					
<ul><li>(iii) In an administrative proceeding, a finding of fault and liability that results in—</li><li>(A) The payment of a monetary fine or penalty of \$5,000 or more; or</li></ul>					
(A) The payment of a monetary line of penalty of \$5,000 of more, of (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.					
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an					
acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs					
(c)(1)(i), $(c)(1)(ii)$ , or $(c)(1)(iii)$ of this provision.					
(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision,					
whether the offeror has provided the requested information with regard to each occurrence.					
(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required					
through maintaining an active registration in the System for Award Management database via <a href="https://www.acquisition.gov">https://www.acquisition.gov</a> (see					
<u>52.204-7</u> ).					
(End of provision)					
K.7. FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)					
N.7. PAR 32.219-1 SWALL BUSINESS FROGRAW REFRESENTATIONS (AFR 2012)					
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is See Section K.2. above					
(2) The small business size standard for a concern which submits an effect in its own name, other than an a construction					
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.					
(b) (1) Representations.					
(b) (1) Noprocontations.					
• The Offeror represents as part of its offer that it is, is not a small business concern under POOL 1					
• The Offeror represents as part of its offer that it is, is not a small business concern under POOL 2					
The Offeror represents as part of its offer that it  is,  is not a small business concern under POOL 3					
• The Offeror represents as part of its offer that it is, is not a small business concern under POOL 4					
• The Offeror represents as part of its offer that it is, is not a small business concern under POOL 5.A.					
• The Offeror represents as part of its offer that it is, is not a small business concern under POOL 5.B.					
The Offeror represents as part of its offer that it is, is not a small business concern under POOL 6					
(2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this					
provision.] The Offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business					
concern as defined in 13 CFR 124.1002.					
(3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this					
provision.] The Offeror represents as part of its offer that it is, is not a women-owned small business concern.					
(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Offeror					
represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The Offeror represents as					

part of its offer that—

OASIS UNRESTRICTED FINAL SOLICITATION NO.: GS00Q-13-DR-0001 FINAL CONFORMED SOLICITATION Page 78

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]
Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.  (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.]
The Offeror represents as part of its offer that—  (i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its
eligibility; and  (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The Offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]
Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
(6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1)of this provision.] The Offeror represents as part of its offer that it is, is not a veteran-owned small business concern.  (7) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The Offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled
veteran-owned small business concern. (8) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed

copy of the HUBZone representation.
(c) *Definitions*. As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) "Service-disabled veteran" means a veteran, as defined in <u>38 U.S.C. 101(2)</u>, with a disability that is service-connected, as defined in <u>38 U.S.C. 101(16)</u>.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at <u>38 U.S.C. 101(2)</u>) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
  - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- "Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.
  - (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

# K8. FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

of this
•

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

# K.9. FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that—
(a) It has developed and has on file, has not developed and does not have on file, at each establishment,
affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and
regulations of the Secretary of Labor.
(End of provision)
regulations of the Secretary of Labor.

# K.10. FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of <u>38 U.S.C. 4212(d)</u> (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause <u>52.222-37</u>, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

(End of provision)

# K.11. FAR 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
  - (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
  - (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
  - (5) Consist of providing goods or services that are used only to promote health or education; or
  - (6) Have been voluntarily suspended.

(b) *Certification*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

# K.12. FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)

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

"Person"—

- (1) Means—
  - (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
  - (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
  - (2) Does not include a government or governmental entity that is not operating as a business enterprise. "Sensitive technology"—
    - (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
      - (i) To restrict the free flow of unbiased information in Iran; or
      - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
- (b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with <u>25.703-4</u>, by submission of its offer, the offeror—
- (1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
- (3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <a href="http://www.treasury.gov/ofac/downloads/t11sdn.pdf">http://www.treasury.gov/ofac/downloads/t11sdn.pdf</a>).
- (d) **Exception for trade agreements**. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—
- (1) This solicitation includes a trade agreements notice or certification (e.g., <u>52.225-4</u>, <u>52.225-6</u>, <u>52.225-12</u>, <u>52.225-24</u>, or comparable agency provision); and
- (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

#### FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

1	<u>`</u> ~`	) Check	tha	annron	riata	hov	hΔ	ωw.
(	U	) CHECK	แเษ	approp	าเลเษ	DUX	שט	IUW.

- (1) Certificate of Concurrent Submission of Disclosure Statement. The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

\ /	on Form No. CASB DS-1 or CASB DS-2, as ag	oplicable. Forms may be obtained from the cognizant
ACO or Federal officia	al and/or from the loose-leaf version of the Fed	deral Acquisition Regulation.)
Date of Disclosure St	Statement:	,
Name and Address o	of Cognizant ACO or Federal Official Where	e Filed:
	ertifies that the practices used in estimating co-	sts in pricing this proposal are consistent with the cost
(2) Certificate	e of Previously Submitted Disclosure	<b>Statement</b> . The Offeror hereby certifies that the
required Disclosure State	ement was filed as follows:	•
Date of Disclosure S	Statement:	
Name and Address of	of Cognizant ACO or Federal Official Where	e Filed:
	of Cognizant ACO or Federal Official Where	e Filed:

OASIS UNRESTRICTED FINAL SOLICITATION NO.: GS00Q-13-DR-0001 FINAL CONFORMED SOLICITATION Page 83

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.
(3) Certificate of Monetary Exemption. The Offeror hereby certifies that the Offeror, together with all divisions,
subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts
subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this
proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.
(4) Certificate of Interim Exemption. The Offeror hereby certifies that (i) the Offeror first exceeded the
monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding
the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to
submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made
within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in
the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a
completed Disclosure Statement.  Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contractor
subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the
exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost
accounting period in which the monetary exemption was exceeded.
II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE
If the Offerer is clinible to use the modified provinions of 49 CER 2003 201 2(b) and electe to do so, the Offerer shall
If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure
and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.
The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions
of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of
Cost Accounting Practices clause because during the cost accounting period immediately preceding the period
in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered
prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award
resulting from this proposal, the Offeror will advise the Contracting Officer immediately.  Caution: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to
result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the
Offeror has been awarded a single CAS-covered prime contractor subcontract of \$50 million or more.
III ADDITIONAL COST ACCOUNTING STANDADDO ADDITION TO EVICTING CONTRACTO
III. Additional Cost Accounting Standards Applicable to Existing Contracts
The Offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of
the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts
and subcontracts.
Yes No
(End of provision)
K.14. FAR 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)
The Offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting
practice, including unilateral changes requested to be desirable changes.

Yes No

OASIS UNRESTRICTED FINAL SOLICITATION NO.: GS00Q-13-DR-0001 FINAL CONFORMED SOLICITATION Page 84

If the Offeror checked "Yes" above, the Offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

# K.15. GSAR 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APR 2012)

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by that Act may be used to enter into a contract action with any corporation that---
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
- (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Contractor represents that
(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
(2) It is is not a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.
(End of Provision)

(END OF SECTION K)

# SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

#### L.1. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: http://acquisition.gov/

FAR	TITLE	DATE
52.204-6	Data Universal Numbering System (DUNS) Number	DEC 2012
52.204-7	System for Award Management	JUL 2013
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-1	Instructions to Offerors-Competitive Acquisition	JAN 2004

#### L.2. FAR AND GSAR PROVISIONS

The following FAR and GSAR provisions are applicable to this solicitation and are provided in full text.

# L.2.1. FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 2010) Alternate IV (OCT 2010)

Submission of certified cost or pricing data is not required.

(End of provision)

#### L.2.2. FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of 7 separate Government-Wide, Multiple Award, Indefinite Delivery, Indefinite Quantity (MA-IDIQ) task order contracts resulting from this solicitation.

(End of provision)

#### L.2.3. FAR 52.216-27 Single or Multiple Awards (OCT 1995)

OASIS spans 28 NAICS Codes and 6 NAICS Code Exceptions under the economic subsector 541, Professional, Scientific, and Technical Services. NAICS Codes are grouped into 6 separate size standards (14M, 19M, 35.5M, 500 employees, 1,000 employees, and 1,500 employees) and are referred to as "Pools". Pool 5 (1,000 employees) will be split into Pool A (Exception B) and Pool B (Exception C) for a total of 7 Pools. Each Pool will be a separate OASIS MA-IDIQ task order contract (See Section H.4.)

Multiple awards shall be made in each of the 7 Pools. 40 awards are anticipated in each Pool (e.g., 40 multiple awards for Pools 1,2,3,4, and 6) and (20 multiple awards for Pools 5.A. and 20 multiple awards for 5.B.). In the event of a tie at the number 40/20 position (as applicable), all Offerors tied will receive an award in the respective Pool.

Because this solicitation covers 7 OASIS MA-IDIQ task order contracts, each Pool has a <u>predominant</u> NAICS Code specified below.

A single Offeror may compete for more than one OASIS Pool. (See Section L.5.1.2.)

1. Pool 1, OASIS MA-IDIQ Contract Number TBD at time of award:

The NAICS Code for this acquisition is: 541330
The small business size standard is: \$14M
Maximum number of multiple awards: 40

2. Pool 2, OASIS MA-IDIQ Contract Number TBD at time of award:

The NAICS Code for this acquisition is: 541219
The small business size standard is: \$19M
Maximum number of multiple awards: 40

3. Pool 3, OASIS MA-IDIQ Contract Number TBD at time of award:

The NAICS Code for this acquisition is: 541330 Exception A

The small business size standard is: \$35.5M Maximum number of multiple awards: 40

4. Pool 4, OASIS MA-IDIQ Contract Number TBD at time of award:

The NAICS Code for this acquisition is: 541712

The small business size standard is: 500 Employees

Maximum number of multiple awards: 40

5. Pool 5.A., OASIS MA-IDIQ Contract Number TBD at time of award:

The NAICS Code for this acquisition is: 541712 Exception B
The small business size standard is: 1,000 Employees

Maximum number of multiple awards: 20

6. Pool 5.B., OASIS MA-IDIQ Contract Number TBD at time of award:

The NAICS Code for this acquisition is: 541712 Exception C
The small business size standard is: 1,000 Employees

Maximum number of multiple awards: 20

7. Pool 6, OASIS MA-IDIQ Contract Number TBD at time of award:

The NAICS Code for this acquisition is: 541712 Exception A
The small business size standard is: 1,500 Employees

Maximum number of multiple awards: 40

#### (End of provision)

#### L.2.4. FAR 52.216-28 – Multiple Awards for Advisory and Assistance Services (OCT 1995)

The Government intends to award multiple contracts for the same or similar advisory and assistance services in accordance with Section L.2.3.

(End of provision)

### L.2.5. FAR 52.233-2 - Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Fritz G. Lanham Federal Building General Services Administration Federal Acquisition Service OASIS Program Office Attn: Tommy Thomas (Contracting Officer) 819 Taylor Street Suite 7A37 Ft. Worth, TX 76102

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### L.3. PROPOSAL SUBMISSION INSTRUCTIONS

The following instructions are for the preparation and submission of proposals. The purpose of this section is to establish requirements for the format and content of proposals so that proposals contain all essential information and can be evaluated equitably.

Offerors are instructed to read the <u>entire</u> solicitation document, including <u>all</u> attachments in Section J, prior to submitting questions and/or preparing your offer. Omission of any information from the proposal submission requirements may result in rejection of the offer.

A total of 7 MA-IDIQ task order contracts (Pools) will result from this solicitation. Offerors may compete for more than one Pool; however, the Offeror <u>shall</u> only submit <u>one</u> proposal. When an Offeror is sharing resources from other entities by way of a Meaningful Relationship within a Corporate Structure, only <u>one</u> Offer (e.g., proposal) from that Corporate Structure <u>shall</u> be submitted (See Section L.5.1.9)

All information within the page limitations of the proposal is subject to evaluation. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this solicitation.

OASIS UNRESTRICTED FINAL SOLICITATION NO.: GS00Q-13-DR-0001 FINAL CONFORMED SOLICITATION Page 88

Offerors may make minor formatting changes to Section K and Section J templates used in proposal submission. For example, minor formatting changes include such things as adjusting page breaks, adding corporate identification logos, identifying proposal volume identifiers in the headers and footers, including disclaimers of proprietary information, and adjusting the Cost/Price template based on an Offeror's actual indirect rate structure, etc.

The electronic solicitation documents, as posted on <a href="http://www.fbo.gov">http://www.fbo.gov</a>, shall be the "official" documents for this solicitation.

The Government will not reimburse Offerors for any cost incurred for the preparation and submission of a proposal in response to this solicitation.

All proposal information is subject to verification by the Government. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

NOTE: This solicitation instructs Offerors to provide support documentation for practically all pass/fail and scored evaluation criteria. While some sub-sections of Section L may indicate an Offeror shall provide a particular form of documentation for validation purposes, Offerors may provide whatever official, verifiable documentation is necessary to validate any pass/fail or scored evaluation criteria being claimed.

## L.3.1. Official Legal Bidding Entity

All the evaluation elements an Offeror is submitting a proposal for and taking credit for in accordance with Section L.5., Volumes 1 through 6, <u>must</u> be in the Offeror's name as submitted in <u>Block 15A</u> on the Standard Form (SF) 33, Solicitation, Offer and Award, with a corresponding <u>CAGE Code</u> and <u>DUNS Number</u> in SAM.GOV that <u>matches</u> the Offeror name on the SF 33, Block 15A. (See Section L.5.1.1.)

The only exception to the above paragraph is if the Offeror is claiming an evaluation element from a qualifying meaningful relationship in accordance with the instructions in Section L.5.1.9.

#### L.3.2. Mergers, Acquisitions, Novations, and Change-of-Name Agreements

By the closing date of this solicitation, if a company has acquired another company, the transferor and transferee company may claim credit for the same Pool Qualification Projects under Section L.5.1.2., the Pass/Fail Requirements for Relevant Experience (Primary) Projects under Section L.5.3.1., the Additional Points for Relevant Experience (Primary) Projects under Section L.5.3.2., the Relevant Experience (Secondary) Projects under Section L.5.3.3., and the Past Performance Projects under Section L.5.4., under the following condition.

In the event of a Government approved novation of a U.S. Federal contract from one Contractor to another, the transferor Contractor may claim credit for the above mentioned projects from that contract up to the date that the Government approves the novation (the "Approval Date"), while the transferee Contractor may claim credit for the above mentioned projects from that contract from and after the approval date of the novation.

For example, Company XYZ performed a relevant experience project under their Subsidiary, ABC Inc. under Contract Number 12345. Company XYZ sells ABC Inc. to BLANCO Company and Contract Number 12345 is officially novated to BLANCO Company by a Contracting Officer on May 1, 2009. Company XYZ (and only Company XYZ) may claim credit for the relevant experience project under Contract Number 12345 from the date of award through April 30, 2009, and BLANCO Company (and only BLANCO company) can claim credit for the relevant experience project under Contract Number 12345 from and after May 1, 2009.

#### L.3.3. Inverted Domestic Corporations

Inverted Domestic Corporations are not eligible for award under this solicitation.

"Inverted Domestic Corporation", as defined in FAR 52.209-10, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

#### L.3.4. Proposal Due Date and Address Location

# PROPOSALS ARE DUE NO LATER THAN WEDNESDAY, OCTOBER 30th, 2013; 4:00 P.M., CENTRAL DAYLIGHT TIME (CDT).

Proposals may be mailed or hand delivered to:

Fritz G. Lanham Federal Building
General Services Administration
Federal Acquisition Service
OASIS Program Office
Attn: Tommy Thomas, Valerie Bindel, or Todd Richards
819 Taylor Street
Suite 7A37
Ft. Worth, TX 76102

#### L.3.5. Solicitation Questions

The OASIS CO is the sole point of contact for all questions under this solicitation. Offerors shall address all questions via e-mail to the OASIS CO at <a href="mailto:oasis@gsa.gov">oasis@gsa.gov</a>. The Offeror must include the company name and solicitation number in the subject line of the email. The question(s) must include the page number, section number, and paragraph number that pertains to the Offeror's question(s).

Questions <u>not</u> submitted via <u>oasis@gsa.gov</u> will <u>not</u> be answered. Questions can be e-mailed any time after the solicitation is posted at <a href="http://www.fbo.gov">http://www.fbo.gov</a>; however, all questions must be received via e-mail at <u>oasis@gsa.gov</u> no later than **TUESDAY**, **AUGUST 20th**, **2013**; **4:00 P.M.**, **CENTRAL DAYLIGHT TIME (CDT)**.

Questions will be answered under an amendment to the solicitation posted at <a href="http://www.fbo.gov">http://www.fbo.gov</a> prior to the solicitation closing date. Questions received after 4:00 P.M. CDT on August 20th, 2013 will only be answered at the discretion of the OASIS CO by amendment to the solicitation posted at <a href="http://www.fbo.gov">http://www.fbo.gov</a> prior to the solicitation closing date.

Acknowledgement of receipt of questions will not be made. Please thoroughly review the entire solicitation, including all the attachments in Section J, prior to submitting questions.

#### L.4. PROPOSAL FORMAT

The Offeror's proposal shall be formatted into Six (6) separate electronic folders by Volume Number and Title as follows:

- Volume 1 General
- Volume 2 Responsibility
- Volume 3 Relevant Experience
- Volume 4 Past Performance
- Volume 5 Systems, Certifications, and Clearances
- Volume 6 Cost/Price

Offerors shall include <u>all Six (6)</u> electronic folders and proposal documents on to a <u>single DVD+R disk</u>. See Proposal Table Format below. Nothing may be included on the disk except the proposal files in accordance with the instructions in Section L.5.

The DVD+R shall be labeled with the Solicitation Number and Company Name.

No paper version of your proposal shall be submitted.

It is the sole responsibility of the Offeror to ensure that the electronic files submitted are virus free and can be opened and read by the government. Proposal submissions shall not be locked, encrypted, or otherwise contain barriers to opening.

<u>All</u> proposal documents shall be in Adobe (.pdf) format <u>except</u> for the Self Scoring Worksheet in Section J.5.1, Attachment (5A) and Cost/Price Template in Section J.9., Attachment (9). The Self Scoring Worksheet and Cost/Price Template shall be in Microsoft Office Excel - format.

#### PROPOSAL FORMAT TABLE

The following Proposal Format Table is to assist Offerors in organizing their proposal submission documents to ensure the government can easily identify which documents apply to which criteria for evaluation purposes. Offerors must adhere to the Volume Numbers, Format and/or Templates, and Page Limitations (if any) provided in the Proposal Format Table. Offerors must include their company name or company name abbreviation and Volume Number in the filename. For example, ABC Incorporated filename for Volume 1, SF-33 is ABC.VOL.SF33.pdf. Offerors may make minor adjustments to the file naming methodology so long as the resulting file names and organization are clearly understood. Additionally, the Offeror may provide a Table of Contents that serves as an overall guide to what files are included, where they are located and brief descriptions of what the documents are. Inclusion of a Table of Contents is optional.

Volume #	Section #	Title	Format or Template	Page Limit	Example File Name
1	L.4.	Table of Contents	Free Format	No Page Limit	ABC.VOL1.TOC.pdf
	L.5.1.1.	SF 33	SF 33	Limited to the SF 33 Form	ABC.VOL1.SF33.pdf
	L.5.1.2.	Pool Qualification and Certification	Section J.3., Att. (3)	Limited to template questions. No page limitations	ABC.VOL1.J3.pdf
	L.5.1.2.	Pool Qualification Projects, <u>as</u> <u>applicable</u> .	Award Form or other award validation for <u>Each</u> Pool Qualification Project per Pool	No Page Limitations. Information shall be highlighted. Only submit pages necessary for validation purposes. If not applying for a particular Pool, no file need be submitted for that Pool.	ABC.VOL1.PQ.CD.P1.P1.pdf (Company, Volume, Pool Qualification, Contract Documentation, Pool 1, Project 1) Repeat as many times necessary: ABC.VOL1.PQ.CD.P1.P2.pdf ABC.VOL1.PQ.CD.P2.P1.pdf ABC.VOL1.PQ.CD.P2.P2.pdf
					ABC.VOL1.PQ.CD.P3.P1.pdf ABC.VOL1.PQ.CD.P3.P2.pdf

	T			
				ABC.VOL1.PQ.CD.P4.P1.pdf ABC.VOL1.PQ.CD.P4.P2.pdf ABC.VOL1.PQ.CD.P5A.P1.pdf ABC.VOL1.PQ.CD.P5A.P2.pdf ABC.VOL1.PQ.CD.P5B.P1.pdf ABC.VOL1.PQ.CD.P5B.P2.pdf ABC.VOL1.PQ.CD.P5B.P2.pdf
				ABC.VOL1.PQ.CD.P6.P2.pdf
L.5.1.	2. NAICS Code or PSC Code, as applicable.	NAICS Code or PSC Code Validation for Each Pool Qualification Project submitted under a corresponding Pool  FPDS-NG report or other documentation or CO letter	No Page Limitations. Only submit pages necessary for validation purposes. If not applying for a particular Pool, no file need be submitted for that Pool.	ABC.VOL1.PQ.CODE.P1.P1.pdf (Company, Volume, Pool Qualification, NAICS or PSC Code, Pool 1, Project 1) Repeat as many times necessary: ABC.VOL1.PQ.CODE.P1.P2.pdf ABC.VOL1.PQ.CODE.P2.P1.pdf ABC.VOL1.PQ.CODE.P2.P2.pdf  ABC.VOL1.PQ.CODE.P3.P1.pdf ABC.VOL1.PQ.CODE.P3.P2.pdf  ABC.VOL1.PQ.CODE.P3.P2.pdf  ABC.VOL1.PQ.CODE.P4.P1.pdf ABC.VOL1.PQ.CODE.P4.P2.pdf  ABC.VOL1.PQ.CODE.P5A.P1.pdf ABC.VOL1.PQ.CODE.P5A.P2.pdf  ABC.VOL1.PQ.CODE.P5A.P2.pdf  ABC.VOL1.PQ.CODE.P5B.P1.pdf ABC.VOL1.PQ.CODE.P5B.P2.pdf  ABC.VOL1.PQ.CODE.P5B.P2.pdf  ABC.VOL1.PQ.CODE.P5B.P2.pdf  ABC.VOL1.PQ.CODE.P6.P1.pdf ABC.VOL1.PQ.CODE.P6.P1.pdf ABC.VOL1.PQ.CODE.P6.P2.pdf
L.5.1.: and L		"Agreement" (e.g., Standard Form (SF) 30 Novation Agreement document or other verifiable documentation), if necessary, for the purposes of crediting performance for Each Pool Qualification Project (See Section L.3.2.)	No page Limitations. If not applying for a particular Pool or, if "Agreement" not applicable to a particular Project, no file need be submitted for that Pool.	ABC.VOL1.PQ.A.P1.P1.pdf (Company, Volume, Pool Qualification, Agreement, Pool 1, Project 1) Repeat as many times necessary: ABC.VOL1.PQ.A.P1.P2.pdf  ABC.VOL1.PQ.A.P2.P1.pdf ABC.VOL1.PQ.A.P2.P2.pdf  ABC.VOL1.PQ.A.P3.P1.pdf ABC.VOL1.PQ.A.P3.P1.pdf ABC.VOL1.PQ.A.P3.P2.pdf  ABC.VOL1.PQ.A.P4.P1.pdf ABC.VOL1.PQ.A.P4.P1.pdf ABC.VOL1.PQ.A.P4.P2.pdf  ABC.VOL1.PQ.A.P5A.P1.pdf ABC.VOL1.PQ.A.P5A.P2.pdf  ABC.VOL1.PQ.A.P5B.P1.pdf ABC.VOL1.PQ.A.P5B.P1.pdf ABC.VOL1.PQ.A.P5B.P1.pdf ABC.VOL1.PQ.A.P5B.P1.pdf ABC.VOL1.PQ.A.P5B.P2.pdf  ABC.VOL1.PQ.A.P5B.P2.pdf  ABC.VOL1.PQ.A.P6.P1.pdf ABC.VOL1.PQ.A.P6.P1.pdf ABC.VOL1.PQ.A.P6.P1.pdf ABC.VOL1.PQ.A.P6.P2.pdf

	L.5.1.3.	Proposal Checklist	Section J.4., Att. (4)	Limited to the template. No page limitations	ABC.VOL1.J4.pdf
	L.5.1.4.	Self Scoring Worksheet	Section J.5.1., Att. (5A)	Limited to the template. No page limitations	ABC.VOL1.J5.xls
	L.5.1.5.	Professional Employee Compensation Plan	Pages should be 8.5 x 11 inches; font type and size (10 to 12) point Arial; Margins of 1 inch	No page limitations	ABC.VOL1.CP.pdf
	L.5.1.6.	Uncompensated Overtime Policy	Pages should be 8.5 x 11 inches; font type and size (10 to 12) point Arial; Margins of 1 inch	Not-to-Exceed 5 pages	ABC.VOL1.UOP.pdf
	L.5.1.7.	Modified Pre- Award Survey (SF 1408)	Section J.6., Att. (6)	Limited to the template and audit reports, if applicable. No page limitations.	ABC.VOL1.SF1408.pdf ABC.VOL1.SF1408.AD1.pdf (Company Name, Volume, SF 1408, Audit Document 1) Repeat as many times necessary: ABC.VOL1.SF1408.AD2.pdf ETC.
	L.5.1.8.	Subcontracting Plan, <u>as</u> <u>applicable</u>	Refer to GSAM Appendix 519A as a "model" template  Offerors with DCMA approved DoD Comprehensive Subcontracting Plans can submit as is	No page limitations. If not submitting a Subcontracting Plan, no file need be submitted.	ABC.VOL1.SP.pdf
	L.5.1.9.	Meaningful Relationship Commitment Letters (MRCL),as applicable	Pages should be 8.5 x 11 inches; font type and size (10 to 12) point Arial; Margins of 1 inch	Each MRCL must be separate and distinct. No page limitations. If not submitting an MRCL, no file need be submitted.	ABC.VOL1.MRCL1.pdf (Company, Volume, Meaningful Relationship Commitment Letter 1) Repeat as many times necessary: ABC.VOL1.MRCL2.pdf ABC.VOL1.MRCL3.pdf ETC.
	L.5.1.10.	Existing Joint Venture or Partnership, <u>as</u> <u>applicable</u>	Pages should be 8.5 x 11 inches; font type and size (10 to 12) point Arial; Margins of 1 inch	No page limitations. If not submitting as an existing JV, no file need be submitted.	ABC.VOL1.CTA.pdf
2	L.5.2.1.	Financial Resources	GSA Form 527 and financial statements as is	Limited to the GSA Form 527 <u>and</u> financial statements.	ABC.VOL2.527.pdf ABC.VOL2.527.FS.pdf (Company Name, Volume, GSA Form 527, Financial Statements)
	L.5.2.2.	Reps & Certs	Submit Section K in its entirety	Limited to Section K. No page limitations	ABC.VOL2.RC.pdf
3	L.5.3.1. through L.5.3.2.8.	Relevant Experience (Primary) Projects	Section J.7. Att. (7)	Limited to the template. No page limitations.	ABC.VOL3.J7.pdf
	L.5.3.1. through L.5.3.2.8.	Relevant Experience (Primary) Projects	5 Relevant Experience (Primary) Project documents validating the information submitted in Section J.7. Att. (7)	No Page Limitations. Information shall be highlighted. Only submit pages necessary for validation purposes.	ABC.VOL3.REPP.CD.P1.pdf (Company Name, Volume, Relevant Experience (Primary) Project, Contract Documents, Project 1) Repeat as follows: ABC.VOL3.REPP.CD.P2.pdf ABC.VOL3.REPP.CD.P3.pdf

		minimum requirements and each scoring element taking credit for		ABC.VOL3.REPP.CD.P4.pdf * ABC.VOL3.REPP.CD.P5.pdf
				*If using a Collection of Task Orders for Project 5 under Project 5 – Alternate, use the following format:
				ABC.VOL3.REPP.CD.P5A.SAC.pdf (Company Name, Volume, Relevant Experience (Primary) Project, Contract Documents, <b>Project 5</b> <b>Alternate, Single-Award Contract</b> (IDIQ or BPA)
				ABC.VOL3.REPP.TO1.P5A.SAC.pdf (Company Name, Volume, Relevant Experience (Primary) Project, Task Order 1 Documentation, Project 5 Alternate, Single-Award Contract (IDIQ or BPA) Repeat as many times necessary:
				ABC.VOL3.REPP.TO2.P5A.SAC.pdf ABC.VOL3.REPP.TO3.P5A.SAC.pdf ETC.
L.5.3.1. through L.5.3.2.0		NAICS Code or PSC Code Validation for Each Relevant Experience (Primary) Project submitted under a corresponding Pool FPDS-NG reports or other documentation or CO	No Page Limitations. Only submit pages necessary for validation purposes. If not applying for these additional points under a particular Project, no file need be submitted.	ABC.VOL3.REPP.CODE.P1.pdf (Company, Volume, Relevant Experience (Primary) Project, NAICS or PSC Code, Project 1) Repeat as many times necessary:  ABC.VOL3.REPP.CODE.P2.pdf ABC.VOL3.REPP.CODE.P3.pdf
		letters for each Relevant Experience Primary Project.		ABC.VOL3.REPP.CODE.P4.pdf ABC.VOL3.REPP.CODE.P5.pdf or ABC.VOL3.REPP.CODE.P5A.pdf
L.5.3.1. through L.5.3.2.a and L.3.	3. Novations,	"Agreement" (e.g., Standard Form (SF) 30 Novation Agreement document or other verifiable documentation), if necessary, for the purposes of crediting performance for Each Relevant Experience Primary Project (See Section L.3.2.)	No page Limitations. If not applicable to a particular Project, no file need be submitted.	ABC.VOL3.REPP.A.P1.pdf (Company Name, Volume, Relevant Experience (Primary) Project, Agreement, Project 1) Repeat as many times necessary: ABC.VOL3.REPP.A.P2.pdf ABC.VOL3.REPP.A.P3pdf ABC.VOL3.REPP.A.P4.pdf ABC.VOL3.REPP.A.P5 pdf or ABC.VOL3.REPP.A.P5A.pdf
L.5.3.3. #2.	Relevant Experience (Secondary) Projects	Section J.10. Att. (10)	Limited to the template No page limitations	ABC.VOL3.J10.pdf
L.5.3.3.		Award Form or other validation for Each (Secondary) Project for Mission Spaces	No Page Limitations. Information shall be highlighted. Only submit pages necessary for validation purposes. If not applying for additional	ABC.VOL3.RESP.CD.MS1.pdf (Company, Volume, Relevant Experience (Secondary) Project. Contract Documentation, Mission Space 1) Repeat as many times necessary:

			points under a particular	ABC.VOL3.RESP.CD.MS2.pdf
			Mission Space, no file need be submitted.	ABC.VOL3.RESP.CD.MS3.pdf ABC.VOL3.RESP.CD.MS4.pdf ABC.VOL3.RESP.CD.MS5.pdf
L.5.3.3.1. and L.3.2.	Mergers, Acquisitions, Novations, Change of Name, as applicable.	"Agreement" (e.g., Standard Form (SF) 30 Novation Agreement document or other verifiable documentation), if necessary, for the purposes of crediting performance for Each Relevant Experience (Secondary) Project for Mission Spaces (See Section L.3.2.)	No page Limitations. If not applicable to a particular Project, no file need be submitted.	ABC.VOL3.RESP.A.MS1.pdf (Company, Volume, Relevant Experience (Secondary) Project. Agreement, Mission Space 1) Repeat as many times necessary: ABC.VOL3.RESP.A.MS2.pdf ABC.VOL3.RESP.A.MS3.pdf ABC.VOL3.RESP.A.MS4.pdf ABC.VOL3.RESP.A.MS5.pdf
L.5.3.3.2.	Relevant Experience (Secondary) Multiple Award Contracts/BPAs and Task Orders, as applicable	Award Form or other validation for Each (Secondary) Project for Multiple Award Contracts/BPAs	No Page Limitations. Information shall be highlighted. Only submit pages necessary for validation purposes. If not applying for these additional points, no file need be submitted.	Multiple Award Contract 1 AND associated Task Orders:  ABC.VOL3.RESP.CD.MAC1.pdf (Company, Volume, Relevant Experience (Secondary) Project, Contract Documentation, Multiple Award IDIQ or BPA Contract 1)  ABC.VOL3.RESP.TO1.MAC1.pdf (Company, Volume, Relevant Experience (Secondary) Project, Task Order 1 Documentation, Multiple Award IDIQ or BPA Contract 1) Repeat as many times necessary: ABC.VOL3.RESP.TO2.MAC1.pdf ABC.VOL3.RESP.TO3.MAC1.pdf ETC.  Multiple Award Contract 2 AND associated Task Orders:  ABC.VOL3.RESP.CD.MAC2.pdf (Company, Volume, Relevant Experience (Secondary) Project, Contract Documentation, Multiple Award IDIQ or BPA Contract 2)  ABC.VOL3.RESP.TO1.MAC2.pdf (Company, Volume, Relevant Experience (Secondary) Project, Contract Documentation, Multiple Award IDIQ or BPA Contract 1)  Repeat as many times necessary: ABC.VOL3.RESP.TO1.MAC2.pdf (Company, Volume, Relevant Experience (Secondary) Project, Task Order 1 Documentation, Multiple Award IDIQ or BPA Contract 1)  Repeat as many times necessary: ABC.VOL3.RESP.TO2.MAC2.pdf ABC.VOL3.RESP.TO3.MAC2.pdf ETC.  Multiple Award Contract 3 AND associated Task Orders:
				Repeat as many times necessary:

					ETC.
					ETC.
	L.5.3.3.2. and L.3.2.	Mergers, Acquisitions, Novations, Change of Name, asapplicable.	"Agreement" (e.g., Standard Form (SF) 30 Novation Agreement document or other verifiable documentation), if necessary, for the purposes of crediting performance for Each Relevant Experience (Secondary) Project for Multiple Award Contracts/BPAs (See Section L.3.2.)	No page Limitations. If not applicable to a particular Project, no file need be submitted	ABC.VOL3.RESP.A.MAC1.pdf (Company, Volume, Relevant Experience (Secondary) Project, Agreement, Multiple Award IDIQ or BPA Contract 1) Repeat as many times necessary: ABC.VOL3.RESP.A.MAC2.pdf ABC.VOL3.RESP.A.MAC3.pdf ETC.
4	L.5.4	Past Performance (Pool Qualification Projects), <u>as</u> <u>applicable</u> .	Past Performance validation for Each Pool Qualification Project submitted under a corresponding Pool  PPIRS/CPARs report, Award Fee Determination report, or Past Performance Survey	No Page Limitations. If not applying for a particular Pool, no file need be submitted for that Pool	ABC.VOL4.PQ.PP.P1.P1.pdf (Company, Volume, Pool Qualification, Past Performance, Pool 1, Project 1) Repeat as many times necessary. ABC.VOL4.PQ.PP.P1.P2.pdf  ABC.VOL4.PQ.PP.P2.P1.pdf ABC.VOL4.PQ.PP.P2.P2.pdf  ABC.VOL4.PQ.PP.P3.P1.pdf ABC.VOL4.PQ.PP.P3.P2.pdf  ABC.VOL4.PQ.PP.P3.P2.pdf  ABC.VOL4.PQ.PP.P4.P1.pdf ABC.VOL4.PQ.PP.P4.P2.pdf  ABC.VOL4.PQ.PP.P5A.P1.pdf ABC.VOL4.PQ.PP.P5A.P2.pdf  ABC.VOL4.PQ.PP.P5B.P2.pdf  ABC.VOL4.PQ.PP.P5B.P2.pdf  ABC.VOL4.PQ.PP.P5B.P2.pdf  ABC.VOL4.PQ.PP.P5B.P2.pdf  ABC.VOL4.PQ.PP.P6.P1.pdf ABC.VOL4.PQ.PP.P6.P1.pdf ABC.VOL4.PQ.PP.P6.P1.pdf ABC.VOL4.PQ.PP.P6.P1.pdf ABC.VOL4.PQ.PP.P6.P1.pdf ABC.VOL4.PQ.PP.P6.P1.pdf
	L.5.4	Past Performance (Relevant Experience (Primary) Projects)	Past Performance validation for Each Relevant Experience (Primary) Project  PPIRS/CPARs report, Award Fee Determination report, or Past Performance Survey	No Page Limitations	ABC.VOL4.REPP.PP.P1.pdf (Company Name, Volume, Relevant Experience (Primary), Past Performance, Project 1) Repeat as follows: ABC.VOL4.REPP.PP.P2.pdf ABC.VOL4.REPP.PP.P3.pdf ABC.VOL4.REPP.PP.P4.pdf ABC.VOL4.REPP.PP.P5.pdf or ABC.VOL4.REPP.PP.P5.pdf
	L.5.4.4.	Meeting or Exceeding Total Small Business Goals for Each Relevant Experience (Primary) Project, as applicable.	Most current ISR or SF 294 Report OR Most current SSR or SF 295 Report OR other verifiable documentation that validates the information	No Page Limitations. If not meeting or exceeding Total Small Business Goals, no file need be submitted for that Project.	ABC.VOL4.REPP.SBG.P1.pdf (Company Name, Volume, Relevant Experience (Primary) Project, Small Business Goal, Project 1) Repeat as many times necessary: ABC.VOL4.REPP.SBG.P2.pdf ABC.VOL4.REPP.SBG.P3.pdf ABC.VOL4.REPP.SBG.P4.pdf

					ABC.VOL4.REPP.SBG.P5.pdf or
					ABC.VOL4.REPP.SBG.P5A.pdf
5	L.5.5.1.	Approved Purchasing System, <u>as</u> <u>applicable</u>	Copy of Audit Report Documents/Letters	Limited to the Audit Report Documents/Letter verification requirements and NTE 1 page for POC information, page numbers and paragraph references If not applying for these additional points, no file need be submitted.	ABC.VOL5.APS.pdf and ABC.VOL5.APSref.pdf
	L.5.5.2.	FPRA/FPRR/ABR, as applicable	Copy of Audit Report Documents/Letters	Limited to the Audit Report Documents/Letter verification requirements and NTE 1 page for POC information, page numbers and paragraph references If not applying for these additional points, no file need be submitted.	ABC.VOL5.FPRA.pdf ABC.VOL5.FPRR.pdf ABC.VOL5.ABR.pdf and ABC.VOL5.FPRAref.pdf ABC.VOL5.FPRRref.pdf ABC.VOL5.ABRref.pdf
	L.5.5.3.	EVMS, <u>as</u> applicable	Copy of verification/approval	Limited to the verification requirements and NTE 1 page for POC information, page numbers and paragraph references If not applying for these additional points, no file need be submitted.	ABC.VOL5.EVMS.pdf and ABC.VOL5.EVMSref.pdf
	L.5.5.4.	Acceptable Estimating System, as applicable	Copy of Audit Report Documents/Letters	Limited to the Audit Report Documents/Letter verification requirements and NTE 1 page for POC information, page numbers and paragraph references If not applying for these additional points, no file need be submitted.	ABC.VOL5.AES.pdf and ABC.VOL5.AESref.pdf
	L.5.5.5.	CMMI Maturity Level 3 or higher, as applicable	Copy of Certification Body verification/approval	Limited to the verification requirements and NTE 1 page for POC information, page numbers and paragraph references If not applying for these additional points, no file need be submitted.	ABC.VOL5.CMMIcert.pdf and ABC.VOL5.CMMIref.pdf
	L.5.5.6.	ISO 9001:2008, as applicable	Copy of Certification Body verification/approval	Limited to the verification requirements and NTE 1 page for POC information, page numbers and paragraph references If not applying for these additional points, no file need be submitted.	ABC.VOL5.9001cert.pdf and ABC.VOL5.9001ref.pdf

	L.5.5.7.	ISO 17025, as applicable	Copy of Certification Body verification/approval	Limited to the verification requirements and NTE 1 page for POC information, page numbers and paragraph references If not applying for these additional points, no file need be submitted.	ABC.VOL5.17025cert.pdf and ABC.VOL5.17025ref.pdf
	L.5.5.8.	IS0 14001:2004,as applicable	Copy of Certification Body verification/approval	Limited to the verification requirements and NTE 1 page for POC information, page numbers and paragraph references If not applying for these additional points, no file need be submitted.	ABC.VOL5.14001cert.pdf and ABC.VOL5.14001ref.pdf
	L.5.5.9.	AS9100, as applicable	Copy of Certification Body verification/approval	Limited to the verification requirements and NTE 1 page for POC information, page numbers and paragraph references If not applying for these additional points, no file need be submitted.	ABC.VOL5.AS9100cert.pdf and ABC.VOL5.AS9100ref.pdf
6	L.6.1. and L.6.2.	Cost/Price Template Cost/Price Rationale, only if necessary See Cautions in Section L.6.1. and L.6.2.	Rationale for any Direct Labor Rate that is not in- line with the ranges in Section J.2.  Rationale for any Indirect Rate that is not in-line with the Offerors Accounting System.	NTE 1 page per labor category disputed  If each labor rate is inline, no file need be submitted.	ABC.VOL6.COSTPRICE.xls  ABC.VOL6.RAT1.pdf (Company Name, Volume, Rationale 1) Repeat as follows, if necessary.  ABC.VOL6.RAT2.pdf ABC.VOL6.RAT3.pdf ETC.
			Rational for any Profit Rate that exceeds 7%		

#### L.5. PROPOSAL CONTENT

Except for allowances provided in Section L.5.1.9., all projects and past performance submitted in response to this solicitation shall have been performed as a <a href="Prime">Prime</a> Contractor means the Contractor has <a href="print">privity-of-contract</a> with the Government for all contractual obligations under a mutually binding legal relationship with the Government. In other words, when the Government awards a Contract to a Contractor, the Contractor is considered the "Prime" Contractor. For example, "Prime" Contractors are identified as such on the cover page of contracts or task orders such as:

- Standard Form (SF) 1449 Solicitation/Contract/Order for Commercial Items (Block 17a identifies the Prime Contractor)
- SF 26 Award/Contract (Block 7 identifies the Prime Contractor)
- SF 33 Solicitation, Offer, and Award (Block 15A identifies the Prime Contractor)
- Department of Defense (DD) 1155 Order for Supplies or Services (Block 9 identifies the Prime Contractor)

- Optional Form 307 Contract Award (Block 7 identifies the Prime Contractor)
- GSA Form 300 Order for Supplies and Services (Block 6 identifies the Prime Contractor)

When a Prime Contractor awards a contract to a Contractor, the Contractor is considered a "Subcontractor". Any evaluation element under Section L.5., Volume 1 through 6, for which an Offeror was identified as a "Subcontractor" will be rejected.

#### L.5.1. VOLUME 1 – GENERAL

To be eligible for award, the Offeror must adhere to the directions and submit the following information under Volume 1 – General.

### L.5.1.1. Standard Form (SF) 33

"Offeror" means the official legal bidding entity identified in Block 15A on the Standard Form (SF) 33, Solicitation, Offer and Award.

Using the SF 33 form, Solicitation, Offer and Award, posted as page 1 of the solicitation in <a href="http://www.fbo.gov">http://www.fbo.gov</a>, the Offeror shall fill out blocks 12 through blocks 18 accordingly;

- 1. The Government requires a minimum acceptance period of not less than 365 calendar days. The Offeror shall complete Block 12 of each SF 33 submitted with full cognizance of the minimum acceptance period of 365 calendar days. "Acceptance Period" means the number of calendar days available to the Government for awarding a Contract from the date specified in this solicitation for receipt of your offer. Your offer may only specify a longer acceptance period than the Government's minimum requirement
- 2. If any amendments to the solicitation are issued, the Offeror must acknowledge each amendment number and date in Block 14 of the SF 33
- 3. The Offeror's Legal Name and Address in Block 15A on the SF33 must match the information for the Offeror in SAM.GOV at <a href="http://www.sam.gov">http://www.sam.gov</a>, including the corresponding Commercial and Government Agency (CAGE) Code Number and Data Universal Numbering Systems (DUNS) Number (Note: the address listed in Block 15A will be the official mailing address used by the Government for letter correspondence, if necessary)
- 4. The Name, Title, Signature and Date identified in Block 16, 17, 18, must be an authorized representative with authority to commit the Offeror to contractual obligations

#### L.5.1.2. Pool Qualification and Certification

The Offeror is instructed to complete Section I, Background, Section II, Pool Qualification, Section III, Certification, and Section IV, Authorized Signature, using Section J.3., Attachment (3), titled, "POOL QUALIFICATION AND CERTIFICATION". No other format will be considered.

- 1. A total of 7 MA-IDIQ task order contracts (Pools) will result from this solicitation Offerors may compete for more than one Pool; however, Offerors shall only submit One (1) proposal.
- 2. For an Offeror to be eligible for consideration under a given Pool, the Offeror <u>shall</u> have performed <u>Three (3) Pool Qualification projects</u> under a NAICS Code or NAICS Code Exception <u>or</u> Product Service Code (PSC) that corresponds directly to a NAICS Code or NAICS Code Exception in the Pool being applied for (See NAICS Code

Pool Table and corresponding Product Service Codes below). **Note: In addition, for Pools 4, 5A, 5B, and/or 6** specifically, if any of the Three (3) projects were assigned the 2002 predecessor NAICS Code of 541710, this is also an acceptable NAICS Code.

#### 3. Each Pool Qualification project:

- May or may not be the same projects submitted in accordance with Section L.5.3. (Relevant Experience
  (Primary) Projects or (Secondary) Projects with Mission Spaces or Multiple Award Contracts/BPAs and Task
  Orders). The Offeror has the sole discretion to choose any project. Note: If an Offeror chooses the same
  "Primary or Secondary" projects for Pool Qualification Projects, the Offeror shall re-submit the
  project(s) again in accordance with the terms of this Section.
- Must have been completed within the past Five (5) years prior to the solicitation closing date; or, be ongoing.
- Must have a Past Performance rating of <u>3.0</u> or higher. (Past Performance rating for Pool Qualification projects is identical to the rating methodology used for Relevant Experience (Primary) Projects).
- The Offeror <u>must</u> provide a copy of the Contract or Task Order Award form (e.g., SF 1449, SF 26, SF 33, DD 1155, GSA Form 300 or any other official Government Award Form from a Cognizant Federal Office not identified above). The Award Form must explicitly identify the Contract Number or Task Order Number, Contractor, U.S. Federal Government Agency, the effective award date, and the date the Contracting Officer signed.
- To validate the NAICS Code or PSC Code for that project, the Offeror must provide evidence from the Federal Procurement Data System Next Generation (FPDS-NG) report, if available. If the FPDS-NG is not available, the Offeror must provide other verifiable evidence from an official government (For example, NAICS or PSC Codes explicitly identified in the solicitation, contract award, or other official government document) Caution: If an FPDS-NG report exists, the Offeror must submit the FPDS-NG report. In the event there is a contradiction between the FPDS-NG report and the Offeror's submitted documentation, the FPDS-NG report takes precedence unless evidence from a warranted contracting officer responsible for the project indicates that the FPDS code is erroneous.
- If an Offeror is applying **for** Pools 3, 5.A., 5.B., and 6 and the Offeror cannot provide an FPDS NG report with an identifying PSC Code(since the FPDS-NG report does not capture the NAICS Code Exception(s)) the Offeror <u>must</u> submit further evidence to support the Exception(s). For example, the Offeror must submit evidence from the project itself, such as the statement of work, which includes evidence of the Exception. For example, NAICS Code 541712, (Exception A) is Research and Development (R&D) in "Aircraft". The statement of work must support evidence of R&D in "Aircraft" specifically
- If an Offeror has a legitimate reason that the NAICS Code or PSC Code for any project was reported in FPDS-NG incorrectly, the Government will allow the Offeror the opportunity to request and submit correspondence (letter or email) from a Warranted Contracting Officer from the awarding agency to identify the correct NAICS Code or PSC Code. Only a Warranted Contracting Officer authorizing a NAICS Code or PSC Code change is acceptable. The correspondence, at a minimum, must identify the project award number, the revised NAICS Code or PSC Code, a brief statement that supports the change, and the Name, Telephone Number, and E-mail address of the Contracting Officer. If a letter is provided, it must be signed by the Contracting Officer. If an email is provided, it must come from the Contracting Officer's official Government email address. The letter or email documentation must be provided

# 4. Pool Qualification Requirements:

To be eligible to compete for a Pool 1, the Offeror must identify <u>any Three (3)</u> projects that have One (1) of the following NAICS Codes <u>OR</u> PSC Codes assigned to them. **NOTE:** If the Offeror is applying for Pool 3 in addition to Pool 1 and has provided Pool Qualification projects for Pool 3, projects for Pool 1 qualification are not required to be submitted in order to be eligible to compete under Pool 1.

	POOL 1		
NAICS CODE	NAICS TITLE		
541330	Engineering Services		
541360	Geophysical Surveying and Mapping Services		
541370	Surveying And Mapping (Except Geophysical) Services		
541380	Testing Laboratories		
541611	Administrative Management and General Management Consulting Services		
541612	Human Resources Consulting Services (2007), Human Resources and Executive		
	Search Consulting Services (2002)		
541613	Marketing Consulting Services		
541614	Process, Physical Distribution, and Logistics Consulting Services		
541618	Other Management Consulting Services		
541620	Environmental Consulting Services		
541690	Other Scientific and Technical Consulting Services		
541810	Advertising Agencies		
541820	Public Relations Agencies		
541830	Media Buying Agencies		
541840	Media Representatives		
541850	Outdoor Advertising		
541860	Direct Mail Advertising		
541870	Advertising Material Distribution Services		
541890	Other Services Related to Advertising		
541910	Marketing Research and Public Opinion Polling		
541990	All Other Professional, Scientific, and Technical Services		

POOL 1			
PSC CODE	DESCRIPTION		
Multiple	All Category R Support (Professional/Administrative/Management) Codes not		
	assigned to a different Pool		

To be eligible to compete for Pool 2, the Offeror must identify <u>any Three (3)</u> projects that have One (1) of the following NAICS Codes **or** PSC Codes assigned to them.

POOL 2			
NAICS CODE	NAICS TITLE		
541211	Offices of Certified Public Accountants		
541213	Tax Preparation Services		
541214	Payroll Services		
541219	Other Accounting Services		
541720	Research and Development in the Social Sciences and Humanities		

	POOL 2		
PSC CODE	DESCRIPTION		
R703	Support- Management: Accounting		
R704	Support- Management: Auditing		
R705	Support- Management: Debt Collection		
R710	Support- Management: Financial		
	Includes: Credit Card Services		
R711	Support- Management: Banking		
	Includes: Accepting and Cashing Government Checks and Other Payment		
	Instruments, Accepting Direct Deposits, Accepting Payments to The Governme		
	From The Public		
R712	Support- Management: Coin Minting		
R713	Support- Management: Banknote Printing		
Multiple	All Research and Development Codes under the following Categories:		
	Category AB R&D- Community Service/Development		
	Category AE R&D- Economic Growth		
	Category AF R&D- Education		
	Category AL R&D- Income Security		
	Category AM R&D- International Affairs and Cooperation		
	Category AQ R&D- Social Services		

To be eligible to compete for Pool 3, the Offeror must identify <u>any Three (3)</u> projects that have NAICS Code 541330 or PSC Code R425 assigned to them and provide verification documentation for Exceptions on each project.

	POOL 3			
NAICS CODE	NAICS TITLE			
541330 Exception A	Engineering for Military and Aerospace Equipment and Military Weapons			
541330 Exception B	Engineering for Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992			
541330 Exception C	Engineering for Marine Engineering and Naval Architecture			

POOL 3			
PSC CODE	DESCRIPTION		
R425	Support- Professional: Engineering/Technical Includes: Systems Engineering, Technical Assistance, and Other Services Used to Support The Program Office During The Acquisition Cycle		

To be eligible to compete for Pool 4, the Offeror must identify <u>any Three (3)</u> projects that have One (1) of the following NAICS Codes **or** PSC Codes assigned to them.

NOTE: <u>If</u> the Offeror is applying for Pools 5A, 5B, and/or 6 <u>in addition to</u> Pool 4 <u>and</u> has provided Pool Qualification projects for Pools 5A, 5B, and/or 6, Pool 4 qualification projects are not required to be submitted in order to be eligible to compete under Pool 4.

POOL 4		
NAICS CODE	NAICS TITLE	
541710	Research and Development in Biotechnology the Physical, Engineering, and Life Sciences (Biotechnology may be included or excluded)	
541711	Research and Development in Biotechnology	
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	

POOL 4		
PSC CODE	DESCRIPTION	
Multiple	All Category A Research and Development Codes not assigned to a different Pool	

To be eligible to compete for Pool 5.A., the Offeror must identify <u>any Three (3)</u> projects that have One (1) of the following NAICS Codes **or** PSC Codes assigned to them and provide verification documentation for Exceptions on each project.

POOL 5A		
NAICS CODE	NAICS TITLE	
541710	Research and Development in Biotechnology the Physical, Engineering, and Life Sciences (Biotechnology may be included or excluded). Note: Aircraft Parts, and Auxiliary Equipment, and Aircraft Engine Parts must be verified	
541712 Exception B	Research and Development in Aircraft Parts, and Auxiliary Equipment, and Aircraft Engine Parts	

POOL 5A		
PSC CODE	DESCRIPTION	
Multiple	All Research and Development Codes under the following Categories:	
	Category AC1 R&D- Defense System: Aircraft	
	Category AS1 R&D- Modal Transportation: Air	

To be eligible to compete for Pool 5.B., the Offeror must identify <u>any Three (3)</u> projects that have One (1) of the following NAICS Codes **or** PSC Codes assigned to them and provide verification documentation for Exceptions on each project.

POOL 5B		
NAICS CODE	NAICS TITLE	
541710	Research and Development in Biotechnology the Physical, Engineering, and Life Sciences (Biotechnology may be included or excluded). Note: Space Vehicles and Guided Missiles, their Propulsion Units, their Propulsion Units Parts, and their Auxiliary Equipment and Parts must be verified	
541712	Research and Development in Space Vehicles and Guided Missiles, their Propulsion	
Exception C	Units, their Propulsion Units Parts, and their Auxiliary Equipment and Parts	

POOL 5B		
PSC CODE	DESCRIPTION	
Multiple	All Research and Development Codes under the following Categories:	
	Category AC2 R&D- Defense System: Missile/Space Systems	
	Category AR R&D- Space	

To be eligible to compete for Pool 6, the Offeror must identify <u>any Three (3)</u> projects that have One (1) of the following NAICS Codes **or** PSC Codes assigned to them and provide verification documentation for Exceptions on each project.

POOL 6		
NAICS CODE	NAICS TITLE	
541710	Research and Development in Biotechnology the Physical, Engineering, and Life Sciences (Biotechnology may be included or excluded). Note: Aircraft must be verified	
541712 Exception A	Research and Development in Aircraft	

POOL 6		
PSC CODE	DESCRIPTION	
Multiple	All Research and Development Codes under the following Categories:	
	Category AC1 R&D- Defense System: Aircraft	
	Category AS1 R&D- Modal Transportation: Air	

### L.5.1.3. Proposal Checklist

The Offeror shall provide answers to all the questions in accordance with Section J.4., Attachment (4), titled, "PROPOSAL CHECKLIST". No other format or additional proposal documentation will be considered.

#### L.5.1.4. Self Scoring Worksheet

The Offeror shall submit Section J.5.1., Attachment (5A), titled, "SELF SCORING WORKSHEET". No other format or additional proposal documentation will be considered.

- 1. Do **not** alter rows or columns of the Self Scoring Worksheet
- 2. The Project Numbers 1 through 5 in the Self Scoring Worksheet <u>must mirror</u> the same Project Numbers 1 through 5 in the Relevant Experience (Primary) Project Template found in Section J.7., Attachment (7). Note: If an Offeror is submitting a "collection of task orders" under a Single-Award IDIQ or BPA, the "collection of task orders" as a whole is considered a **single** project.
- 3. The Offeror must <u>only</u> fill in Column D by entering a "Yes" or "No" for <u>each</u> element as Applicable. Just type the word, not the quotation marks. Do **not** leave any Rows under Column D blank.
- 4. Under Section L.5.3.2.7., for Cost Reimbursement Projects and under Section L.5.3.2.8., OCONUS Projects, the Offeror must fill in the <u>One Project Number or Two Project Numbers in Column B</u> if there is a "Yes" in Column D. Note: If the Offeror has more than 2 Projects that meet this element, the Offeror can only take credit for up to a Maximum of Two Projects. The Offeror only need to identify up to a Maximum of Two Projects, if applicable.
- 5. Each Project or evaluation element is scored a <u>maximum</u> of one time. See Section J.5.2. Attachment (5B), Self Scoring Worksheet (Sample Only), as an example of how to fill out the Offeror's Self Scoring Worksheet in Section J.5.1. Attachment (5A) properly. Note: The scoring elements are <u>not</u> minimum requirements.

OASIS UNRESTRICTED FINAL SOLICITATION NO.: GS00Q-13-DR-0001 FINAL CONFORMED SOLICITATION Page 104

The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may impair the Contractor's ability to attract and retain competent professional service employees or may be viewed as evidence of failure to comprehend the complexity of future task order requirements.

Task orders under this contract may be subject to FAR 52.222-46, Evaluation of Compensation for Professional Employees.

For the OASIS MA-IDIQ, the Offeror shall submit a Professional Employee Compensation Plan that addresses the Offeror's methodology for determining salaries and fringe benefits for their professional employees in preparation of future task order requirements under the OASIS MA-IDIQ.

The professional employee compensation plan will be incorporated by reference into any resulting OASIS MA-IDIQ.

#### L.5.1.6. Uncompensated Overtime Policy

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Task Orders may be subject to FAR 52.237-10, Identification of Uncompensated Overtime when services to be required are on the basis of the number of hours to be provided.

For the OASIS MA-IDIQ, the Offeror shall submit their policy for addressing uncompensated overtime consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours in preparation of future task order requirements under this contract.

The uncompensated overtime policy will be incorporated by reference into any resulting OASIS MA-IDIQ.

#### L.5.1.7. Modified Pre-Award Survey (SF 1408)

The Offeror shall answer questions, using the template provided in Section J.6, Attachment (6) titled, "MODIFIED PRE-AWARD SURVEY (SF 1408)". No other format or additional proposal documentation will be considered. There are no page limitations to the template or support documentation.

The template must be signed by the individual responsible for the design of the Offeror's Accounting System.

If an Offeror's Accounting System has been audited by the Defense Contract Audit Agency (DCAA), CPA/Consultant, or other Cognizant Federal Agency other than DCAA, the Offeror must provide their most current audit of their Accounting System or whatever documentation the Offeror has regarding DCAA review of their accounting system.

If an Offeror's Accounting System has been audited by <u>DCAA</u> within the past <u>1 year</u> prior to this solicitation closing date and DCAA determined the Accounting System <u>acceptable</u> for award of prospective contracts and there have been <u>no</u> changes to the Accounting System since the last DCAA audit, the Offeror is <u>not</u> required to answer Questions 3 through 21; <u>otherwise</u>, the Offeror must answer <u>all</u> 21 questions.

In addition to the Offeror's Representations and Certifications in Section K regarding the provisions of FAR 52.230-1 and 52.230-7, the Offeror must answer Questions 2 through 2.C. regardless if the Offeror is <u>not</u> subject to CAS. If the answer to

Question 2 is "YES", the Offeror must attach their most recent audit reports regarding all CAS compliance or non-compliance issues to the Modified Pre-Award Survey (SF 1408) template.

CAUTION: If the answer to Question 6 is "NO", (Is your organization's Accounting System ready for a DCAA audit?), the Offeror may be ineligible for award.

The Offeror must not contact DCAA in regards to this solicitation. The Offeror does not need a DCAA audit prior to the solicitation closing date, but must have an acceptable accounting system ready for DCAA audit. For apparent successful Offerors, GSA will provide DCAA the Modified Pre-Award Survey (SF 1408) document and the Offeror's support documentation. DCAA will schedule audits of the Offeror's Accounting System, <u>if necessary</u>, <u>prior</u> to award.

For further information, please review Defense Contract Audit Agency (DCAA) Manual No. 7641.90, Information for Contractors, dated June 26, 2012, located at <a href="http://www.dcaa.mil/DCAAM">http://www.dcaa.mil/DCAAM</a> 7641.90, Information for Contractors, dated June 26, 2012, located at <a href="http://www.dcaa.mil/DCAAM">http://www.dcaa.mil/DCAAM</a> 7641.90, Information for Contractors, dated June 26, 2012, located at <a href="http://www.dcaa.mil/DCAAM">http://www.dcaa.mil/DCAAM</a> 7641.90, pdf.

### L.5.1.8. Subcontracting Plan

A small business concern as defined in FAR 52.219-28 is <u>not</u> required to submit a Subcontracting Plan. For <u>other than</u> small business concerns, the Offeror shall provide a Subcontracting Plan.

Although an Individual Subcontracting Plan is preferred, an Offeror may choose to submit any type of Subcontracting Plan, including a DoD Comprehensive Subcontracting Plan if already approved by the Defense Contract Management Agency (DCMA).

The Offeror shall only submit a <u>single Subcontracting Plan</u> that applies to the OASIS program as a whole (e.g. the Subcontracting Plan is <u>cumulative</u> across all Pool(s) the Contractor has applied for. Note: If an Offeror does not obtain an award in any given Pool applied for, the Subcontracting Plan can be modified after award.

The General Services Administration Manual (GSAM), Appendix 519A-Small Business Subcontracting Plan Outline (Model) provides a model Subcontracting Plan as a template for Offeror's that need assistance in developing a Subcontracting Plan at the following location: http://www.acquisition.gov/qsam/current/html/Part519AppA.html#wp1868782

If an Offeror chooses to use the model at GSAM Appendix 519A, the Offeror must adapt the model to fit their situation. The model is <u>not</u> a fill-in-the-blank form and the Offeror must remove all instructional language. The model does <u>not</u> establish minimum requirements for an acceptable plan.

GSA expects Offerors to thoroughly review the requirements set forth in FAR 19.704, Subcontracting Plan Requirements, and GSAR 552.219-72, Preparation, Submission, and Negotiation of Subcontracting Plans.

GSA's commitment to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate as Subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the Offeror's Subcontracting Plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small Business Subcontracting Plan.

In addressing the eleven elements described at FAR 52.219-9(d), the Offeror shall demonstrate that its Subcontracting Plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing this contract. An Offeror submitting a commercial plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns

The Subcontracting Plan shall include a description of the Offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the Offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.

GSA believes that OASIS provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as Subcontractors. As a result, Offerors that choose to submit Individual Subcontracting Plans must contain robust small business subcontracting goals. The following percentages reflect GSA's subcontracting goals for OASIS; <a href="https://however.ncb/howev

Small Business	50%
HUBZone Small Business	3%
Small Disadvantaged Business	5%
Women-Owned Small Business	5%
Veteran-Owned Small Business	3%
Service-Disabled Veteran-Owned Small Business	3%

Under an Individual Subcontracting Plan, the total estimated subcontracting dollars planned to all types of business concerns must be provided, then *separately* state the dollars that will be subcontracted to each category. All percents for each category will be expressed as a percentage of the total subcontracting dollars to all concerns (both large and small).

The small business dollar amount must include all sub-group category amounts; *i.e.*, HUBZone, SDB, WOSB, VOSB, SDVOSB (plus any "other small" businesses that do not fall within one of these specified subgroups). Note that Alaskan Native Corporations (ANCs) and Indian tribes are included in the Small Disadvantaged Business and total small amounts.

Only the large plus all small should equal the total in both dollars and percents. Do <u>not</u> add together subgroups to reach the total small figure, as the same dollars can be double and triple counted for each group as applicable. Dollars and percentages to large and total small businesses (all inclusive) must equal the <u>total</u> subcontracted to all categories in both dollars and percentages.

For example, the total dollars to be subcontracted in the table below is provided for example purposes only to show proper math calculations only.

Categories	Sample	Percentage
	Dollars	
Total dollars to be subcontracted Base Period and Option I:	\$1,000,000	100%
To: Large Business	\$500,000	50%
To all: Small Businesses (includes all the sub-categories listed below)	\$500,000	50%
HUBZone Small Businesses	\$30,000	3%
Small Disadvantaged Businesses	\$50,000	5%
Women-Owned Small Businesses	\$50,000	5%
Veteran-Owned Small Businesses	\$30,000	3%
Service-Disabled Veteran-Owned Small Businesses	\$30,000	3%

The subcontracting plan will be incorporated by reference into any resulting OASIS MA-IDIQ.

#### (End of provision)

### L.5.1.8.1. GSAR 552.219-72 Preparation, Submission, and Negotiation of Subcontracting Plans (MAR 2012)

- (a) An Offeror, other than a small business concern, submitting an offer that exceeds \$650,000 (\$1,500,000 for construction) shall submit a subcontracting plan with its initial offer. The subcontracting plan will be negotiated concurrently with price and any required technical and management proposals, unless the Offeror submits a previously-approved commercial plan.
- (b) Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as Subcontractors is a matter of national interest with both social and economic benefits. The General Services Administration (GSA) expects that an Offeror's subcontracting plan will reflect a commitment to assuring that small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns are provided the maximum practicable opportunity, consistent with efficient contract performance, to participate as Subcontractors in the performance of the resulting contract. An Offeror submitting a commercial plan can reflect this commitment through subcontracting opportunities it provides that relate to the Offeror's production generally; i.e., for both its commercial and Government business.
- (c) GSA believes that this potential contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as Subcontractors. Consequently, in addressing the eleven elements described at FAR 52.219-9(d) of the clause in this contract entitled Small Business Subcontracting Plan, the Offeror shall:
- (1) Demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing the contract.
- (2) Include a description of the Offeror's subcontracting strategies used in any previous contracts, significant achievements, and how this plan will build upon those earlier achievements.
- (3) Demonstrate through its plan that it understands the small business subcontracting program's objectives and GSA's expectations, and it is committed to taking those actions necessary to meet these goals or objectives.
- (d) In determining the acceptability of any subcontracting plan, the Contracting Officer will take each of the following actions:
- (1) Review the plan to verify that the Offeror demonstrates an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the program and has included all the information, goals, and assurances required by FAR 52.219-9.
  - (2) Consider previous goals and achievements of Contractors in the same industry.
- (3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns.
- (4) Review the Offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns. The Offeror's description can apply to commercial as well as previous Government contracts.
- (e) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the Offeror ineligible for award.

(End of provision)

Within a corporate structure, an Offeror may utilize resources from a Parent Company, Affiliate, Division, and/or Subsidiary. GSA will allow an Offeror to take credit for any evaluation element, including relevant experience project(s), system(s), or certification(s) from a Parent Company, Affiliate, Division, and/or Subsidiary so long as there is a meaningful relationship to the Offeror and commitment letters are provided to the Government.

Outside a corporate structure, such as a "Subcontractor" performance under a "Prime" Contractor, GSA will <u>not</u> allow an Offeror to take credit for any evaluation element, including relevant experience project(s), system(s), or certification(s) as a "Subcontractor" in accordance with the following definition. "Prime" Contractor means the Contractor has <u>privity-of-contract</u> with the Government for all contractual obligations under a mutually binding legal relationship with the Government. In other words, when the Government awards a Contract to a Contractor, the Contractor is considered the "Prime" Contractor. For example, "Prime" Contractors are identified as such on the cover page of contracts or task orders such as:

- Standard Form (SF) 1449 Solicitation/Contract/Order for Commercial Items (Block 17a identifies the Prime Contractor)
- SF 26 Award/Contract (Block 7 identifies the Prime Contractor)
- SF 33 Solicitation, Offer, and Award (Block 15A identifies the Prime Contractor)
- Department of Defense (DD) 1155 Order for Supplies or Services (Block 9 identifies the Prime Contractor)
- Optional Form 307 Contract Award (Block 7 identifies the Prime Contractor)
- GSA Form 300 Order for Supplies and Services (Block 6 identifies the Prime Contractor)

When a Prime Contractor awards a contract to a Contractor, the Contractor is considered a "Subcontractor". Any evaluation element under Section L.5., Volume 1 through 6, for which an Offeror was identified as a "Subcontractor" <u>will</u> be rejected.

"Affiliates" are business concerns that are affiliates of each other if, directly or indirectly, either one controls or has the power to control the other, or another concern controls or has the power to control both.

"Division" is a separate business unit of a company representing a specific business function.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned directly by a parent corporation; or through another subsidiary of a parent corporation.

For the purposes of OASIS, a "meaningful relationship" exists within a corporate structure when at least one of the following conditions exists:

- An entity is a wholly owned subsidiary of a parent organization
- An entity is a parent of a wholly owned subsidiary
- An entity operates under a single internal operational unit
- An entity operates under a consolidated accounting system
- An entity operates under a consolidated purchasing system
- An entity operates under a consolidated human resources or personnel system
- An entity operates under common policy and corporate guidelines
- Operating structure between the entities includes internal organizational reporting lines and management chains for "lines of business" that operate across the formal corporate subsidiaries

When an Offeror is sharing resources from other entities by way of a Meaningful Relationship within a Corporate Structure, only <u>one</u> Offer (e.g., proposal) from that Corporate Structure <u>shall</u> be submitted.

For each meaningful relationship identified for OASIS proposal elements, the Offeror must provide a Meaningful Relationship Commitment Letter that includes the following:

- 1. Clear and legal identification of the meaningful relationship between the Offeror and entity identified.
- 2. A statement of commitment as to the performance and utilization of the identified entity's resources on OASIS task orders.
- 3. Each applicable proposal element must be clearly and specifically identified
- 4. Signatures of both the Offeror and Meaningful Relationship Entity.

In the event that a parent organization has complete and full control over all meaningful relationship entities, the parent entity may prepare a single Meaningful Relationship Commitment Letter that identifies all elements required above. For example, if ABC Inc. is the official legal bidding entity and ABC Inc. is taking credit for their subsidiary, Best R&D L.L.C.'s DCMA approved "Purchasing System"; ABC Inc. must show how OASIS task orders will be processed through Best R&D L.L.C.'s Purchasing System. Furthermore, ABC Inc. must submit a "commitment letter", between ABC Inc. and Best R&D L.L.C. that they will, in fact, process ABC Inc.'s OASIS task orders through Best R&D L.L.C's Purchasing System. This example applies to all the proposal submission documents that involve resources/experience from other than the official legal bidding entity.

Meaningful relationship commitment letters will be incorporated by reference into any resulting contract award.

# L.5.1.10. Existing Joint Venture or Partnership, if applicable

"Contractor Team Arrangement" means an arrangement in which two or more companies form a Partnership or Joint Venture to act as a potential Prime Contractor (See FAR 9.601(1)); or, a potential Prime Contractor agrees with one or more other companies to have them act as its Subcontractors under a specified Government contract or acquisition program (See FAR 9.601(2). For the purposes of submitting an Offer under this solicitation, an existing CTA as defined in FAR 9.601(1) is allowable in accordance with the following paragraphs. Any Prime/Subcontractor CTA as defined in FAR 9.601(2) is not allowable and will be rejected.

An Offeror must have proven experience and performance as an existing CTA in the form of a Partnership or Joint Venture in accordance with the proposal submission requirements in Section L.5., Volumes 1 through 6. An Offeror may submit a proposal under an existing CTA in the form of a Partnership or Joint Venture only if the existing Partnership or Joint Venture has a corresponding DUNS Number in SAM.GOV and all the proposal submission documents are in the name of the existing Partnership or Joint Venture, <u>not</u> the individual members of the Partnership or Joint Venture. Section L.5., Volume 1 through 6 proposal documents must have been performed by the existing Partnership or Joint Venture.

For example purposes, A Company, B Company, and C Company formed a Joint Venture called, ABC Incorporated. A relevant experience project in the name of Company A only, is not an eligible project under this solicitation. All relevant experience projects and other proposal submission documents must be in the name of ABC Incorporated.

Offerors who are an existing Joint Venture or Partnership may submit a proposal under this solicitation subject to the following conditions:

- 1. The Joint Venture or Partnership is registered in SAM.GOV and has a corresponding DUNS Number
- 2. The Joint Venture or Partnership meets the definition of a Joint Venture for size determination purposes (FAR 19.101(7)(i))
- 3. The Joint Venture or Partnership fills out and submits the Representations and Certifications in Section K

- 4. The Joint Venture or Partnership, <u>not the individual team members</u>, must represent all proposal submission documents required under Section L.5., including all Relevant Experience, Past Performance, Systems, Certifications, and Clearances, as applicable, under this solicitation
- 5. The Offeror must submit a complete copy of the Joint Venture or Partnership agreement that established the CTA relationship, disclosing the legal identity of each team member of the Joint Venture or Partnership, the relationship between the team members, the form of ownership of each team member, any limitations on liability or authority for each team member, and a specific statement of what resources each team member provides the teaming agreement. In addition, the existing Joint Venture or Partnership must:
  - a. Clearly identify the entities which make up the Joint Venture or Partnership relationship, including disclosure of the primary point of contact for each of the members of the team
  - b. Disclose whether or not the Joint Venture or Partnership designates a particular entity as the "team lead," and if so, the Joint Venture or Partnership must clearly explain the specific duties/responsibilities of the "team lead" to the other members of the team and to the Government
  - c. Describe the specific duties/responsibilities of each member of the team as they relate to each other and explain the specific duties/responsibilities that each team member will have for purposes of contract performance under OASIS and meeting the performance standards in Section F.4.
  - d. Address the circumstances and procedures for replacement of team members, including the team lead, and whether or not the approval of the Government is required prior to replacing any team members
  - e. Address the duration of the Joint Venture or Partnership, including when it became effective, when it expires, and the basis for termination.

Failure to provide the Government with the requested documentation establishing the CTA relationship shall result in the Offer being rejected as being non-conforming.

#### L.5.2. VOLUME 2 – RESPONSIBILITY

To be eligible for award, the Offeror must follow the directions and submit the following information under Volume 2 – Responsibility.

In accordance with FAR Part 9, Offerors that are not deemed responsible will not be considered for award. A satisfactory record of integrity and business ethics is required.

In making the determination of responsibility, information in the Federal Awardee Performance and Integrity Information System (FAPIIS), the Excluded Parties List System (EPLS), the Offeror's Representations and Certifications (Section K), the Offeror's qualification and financial information (GSA Form 527), and any other pertinent data will be considered.

#### L.5.2.1. Financial Resources

To be determined responsible, a prospective Contractor must have adequate financial resources to perform the contract, or the ability to obtain them.

The Offeror shall complete and submit a GSA Form 527, Contractor's Qualification and Financial Information, located at <a href="https://www.gsa.gov/forms">www.gsa.gov/forms</a>. If the fill in portion of the form does not accommodate your information, please manually write in the required information. All forms must be signed by an authorized official at the bottom of page 6.

The following instructions are provided for the GSA Form 527 and attachments.

NOTE: The OASIS PMO will provide the information to GSA financial analysts who may contact an Offeror <u>after</u> their initial financial review for clarification or additional information, <u>if necessary</u>.

### Section I – General Information

- Complete all applicable sections
- **Block 1A**: This is the full name of the legal bidding entity that will be signing the contract with GSA as submitted on the SF Form 33
- **Block 6:** This is asking whether the legal bidding entity uses a DBA, trade name, fictitious name trademark, etc, for business purposes.
- Block 13: Non-disclosure of this information is a more significant negative factor than not reporting the items listed.

#### Section II - Government Financial Aid and Indebtedness

- Please complete all applicable sections.
- You must answer 14A, 14B, 15A and 16.

#### Section III - Financial Statements and Section IV Income Statements

- Block 18: Check "No".
- Block 20: Check the applicable boxes to show whether the figures are in "Actual", "Thousands" or "Millions."
- Blocks 24-28: Submit the last full fiscal year statement and subsequent interim statements. You <u>must</u> attach
  the financial and interim statements <u>rather than</u> write the figures on the GSA Form 527 Page 2. Make sure
  that the full name of the legal bidding entity or parent is in the heading of the financial statements. In addition, the
  completed Balance Sheet dates and the complete dates of the period covered by the Income Statement must
  correspond to the Offeror's fiscal year cycle.
- \*NOTE: To those who use Quickbooks software\*
  The Income Statement defaults to a month/year format for all versions of this software that precedes 2009. The complete dates of the period covered by the Income Statement must be submitted (i.e. January 1, 2012 to December 31, 2013). In addition, the older versions show an account called "Opening Bal Equity" in the Balance Sheet's Equity section. Please determine what accounts those funds belong in and transfer them to the correct account.

### **Section V – Banking and Finance Company Information**

• Please complete all applicable sections; however, if your company has a prepared list of bank and trade references, you may attach it to the GSA Form 527 instead of completing this section.

### Section VI – Principal Merchandise or Raw Material Supplier Information

Leave this Section Blank

#### Section VII – Construction/Service Contracts Information

• Leave this Section Blank

#### Section VIII - Remarks

Provide remarks as applicable.

#### Certification

- The Name of Business must correspond to the official legal bidding entity on the SF 33
- Provide Name, Title, Signature, and Date of Authorized Official.

### L.5.2.2. Representations and Certifications

The Offeror shall complete and submit all Representations and Certifications in accordance with the instructions in Section K.

#### L.5.3. VOLUME 3 – RELEVANT EXPERIENCE

To be eligible for award, the Offeror must pass the minimum requirements in Section L.5.3.1.

Relevant Experience is divided into two separate categories, Primary Projects and Secondary Projects:

- 1. The Primary category of relevant experience is tied solely to the Five (5) projects submitted under Section L.5.3.1. The criteria in Sections L.5.3.1. through L.5.3.2.8. apply to the <u>same</u> Five (5) projects submitted under Section L.5.3.1. The Offeror <u>shall</u> document and attach verification documents in accordance with Section J.7., Attachment (7), and "RELEVANT EXPERIENCE (PRIMARY) PROJECT TEMPLATE". Additional instructions for filling out the Relevant Experience (Primary) Project Template are found in Section J.7., Attachment (7). No other format will be considered. NOTE: As instructed in the template, the Offeror <u>must</u> substantiate all the information by providing enough evidence within a contract or task order document or other verifiable contractual documents to support each answer.
- 2. The Secondary category of relevant experience applies to scoring criteria associated with Mission Spaces and Multiple Award Contracting. These projects can be based on <u>any</u> set of projects the Offeror chooses to submit in accordance with Section L.5.3.3. The criteria in Sections L.5.3.3. through L.5.3.3.2. apply to the second category. Additional instructions for filling out the Relevant Experience (Secondary) Project Template are found in Section J.10., Attachment (10). No other format will be considered. Note: The Offeror <u>must</u> substantiate all the information by providing enough evidence within a contract or task order document or other verifiable contractual documents to support each answer.

# L.5.3.1. Pass/Fail Requirements for Relevant Experience (Primary) Projects

A Relevant Experience Primary "project" is defined as a single contract; or, a single task order placed under a master Single Award or Multiple Award Indefinite Delivery, Indefinite Quantity (IDIQ) task order contract (FAR 16.501-1); or a single task order placed under a Federal Supply Schedule (FAR 8.405-2), or, a single task order placed under a master Single Award or Multiple Award Blanket Purchase Agreement (BPA)(FAR 8.405-3) or FAR 13.303).

One (1) out of the five (5) required relevant experience primary projects may, at the discretion of the Offeror, be a <u>collection of task orders</u> placed under a <u>Single-Award</u> IDIQ task order contract or <u>Single-Award</u> BPA. **Note:** For the purposes of determining Pass/Fail requirements for a collection of task orders, the Single-Award IDIQ or BPA at the master level will be used for the period of performance in #2 below. For the purposes of determining the Pass/Fail requirements for Total Project Value and Total Number of Core Disciplines, the combination of task orders submitted under the Single-Award IDIQ or BPA will be used. (See Section L.5.3.2. for how additional points will be determined).

Any combination of U.S. Federal Government, U.S. State Government, International Public Sector, and Non-Government/Commercial projects can be submitted. **Note: A Subcontract under a U.S. Federal or State Government Prime Contract is not considered a "Commercial" project and will be rejected if submitted as a Commercial project.** 

Using the relevant experience primary project template in accordance with the instructions herein and Section J.7, Attachment (7) the Offeror must submit Five (5) distinct Relevant Experience (Primary) Projects (each as a Prime Contractor or existing CTA in accordance with the definitions in Sections L.5.1.9. and L.5.1.10) that meet the following minimum conditions:

- 1. Involve the performance and/or integration of at least <u>Four (4)</u> out of the Six (6) OASIS Core Disciplines. The OASIS Core Disciplines are described in Section C and include Program Management Services, Management Consulting Services, Scientific Services, Engineering Services, Logistics Services, and Financial Management Services.
- 2. Each Relevant (Experience) Primary Project must be ongoing or have been completed within the past 5 years. Each project must have at least one year of performance unless one of the following situations exist:
  - a. The project has a completed CPARS.
  - b. The project has a completed Award Fee Determination.
  - c. The project had a base period of performance less than one year and that period of performance is complete.
- 3. The <u>combined</u> annual value of the Five (5) projects must be equal to or greater than \$25 Million per year. No Individual Annual Project Value shall be less than \$3 Million per year. Note: Annual project value for <u>completed projects</u> is determined as follows: total obligated dollars divided by the total number of months of performance multiplied by 12. Annual project value for <u>ongoing projects</u> is determined as follows: total estimated value (inclusive of all option periods) divided by the total number of months of performance (inclusive of all option periods) multiplied by 12. If One (1) of the projects is a "collection of task orders" placed under a Single-Award IDIQ task order contract or Single-Award BPA, each task order will be calculated based on the formulas above.

### For example:

Projects 1 through 4 are <u>stand-alone</u> projects (task orders or contracts) that are <u>not</u> tied to a collection of task orders under a Single Award IDIQ or BPA as follows:

Project 1 is completed with an annual obligated value of: \$4,000,000
 Project 2 is ongoing with an annual estimated value of: \$5,000,000

Project 3 is ongoing with an annual estimated value of: \$6,000,000

Project 4 is completed with an annual obligated value of: \$7,000,000

**<u>Each</u>** of the 4 stand-alone Projects exceeds the \$3 Million per year minimum requirement.

Project 5 **Alternate** is a **single** project that is tied to a "collection of task orders" under a Single Award IDIQ or BPA. Add up the obligated or estimated value of **every** task order award under the IDIQ or BPA and divide the total by the total of months awarded. For example, the IDIQ or BPA has 10 total task orders placed against it as follows:

•	Task Order 1:	January 2011 - December 2011	\$1	,000,000
•	Task Order 2:	March 2011 - December 2011	\$	250,000
•	Task Order 3:	April 2011 – December 2011	\$	750,000
•	Task Order 4:	June 2011 – December 2011	\$1	,500,000
•	Task Order 5:	August 2011 – December 2011	\$	500,000
•	Task Order 6:	September 2011 - December 2011	\$	800,000
•	Task Order 7:	January 2012 - September 2012	\$	200,000
•	Task Order 8:	January 2012 - December 2012	\$3	,000,000
•	Task Order 9:	August 2012 - July 2013	\$1	,500,000
•	Task Order 10:	: January 2013 - December 2013	\$	500,000

The total cumulative value of the 10 task orders is: \$10,000,000

The total cumulative period of performance began at Task Order 1 in January 2010 and goes through Task Order 10 in December 2013. This equals 36 months.

\$10,000,000 divided by 36 months multiplied by 12 yields an average annual value of \$3,333,333.33.

Project 5 Alternate exceeds the \$3 Million per year minimum requirement.

The Total Combined Annual Value of Projects 1 through 5 exceeds the minimum requirement of \$25 Million per year.

### L.5.3.2. Additional Points for Relevant Experience (Primary) Projects

For each of the Five (5) projects submitted for relevant experience (primary) projects in accordance with Section L.5.3.1., the Offeror will be rated more favorably for the following Sections L.5.3.2.1. through L.5.3.2.8. See Section M.6. Scoring Table.

If One (1) of the required relevant experience primary projects is a <u>collection of task orders</u> placed under a <u>Single-Award</u> IDIQ task order contract or <u>Single-Award</u> BPA, the NAICS Code or PSC Code will be determined at the master IDIQ/BPA level. Total Project Value, Additional Core Disciplines, Multiple Locations, Subcontracting/Teaming, Ancillary Support Services and/or Products, Cost Reimbursement, and OCONUS will be determined based on the "collection of task orders" as a whole submitted under the Single-Award IDIQ or BPA. **Note:** There is no predetermined limit to the number of task orders that an Offeror can submit when the single project includes a "collection of task orders" as a whole under a Single-Award IDIQ/BPA; however, the Offeror may limit the number of task orders submitted as a single project to only the number of task orders necessary to achieve the total maximum amount of points for that project. For example, for Core Disciplines, if an Offeror theoretically has 1 task order under a Single-Award IDIQ that covers all 6 Core Disciplines, the Offeror only needs to submit that 1 task order validating the 6 separate Core Disciplines in order to claim the maximum points for all 6 Core Disciplines. On the other hand, if an Offeror theoretically has a different Core Discipline under 6 different task orders, the Offeror would need to submit all 6 task orders for validation purposes, but no more than 6. In addition, the same task order can be used to validate other scoring elements in Sections L.5.3.2.1. through L.5.3.2.8. as well (e.g., "theoretically" 1 task order submission

OASIS UNRESTRICTED FINAL SOLICITATION NO.: GS00Q-13-DR-0001 FINAL CONFORMED SOLICITATION Page 115

meeting the definition of a "collection of task orders" under a Single-Award IDIQ could potentially achieve the maximum total number of points for that single Relevant Experience (Primary) project).

# L.5.3.2.1. Relevant Experience (Primary) Project under an OASIS NAICS Code or PSC Code

The Offeror will be rated more favorably if the Relevant Experience (Primary) Project has <u>any reported</u> NAICS Code or PSC Code that correlates to the NAICS / PSC Code Table in Section L.5.1.2.

In order to receive additional points under a NAICS Code or PSC Code for each Relevant Experience (Primary) Project, the Offeror must provide evidence of the NAICS Code or Product Service Code from the Federal Procurement Data System – Next Generation (FPDS-NG) report, if available. If the FPDS-NG is not available, the Offeror must provide other verifiable evidence from an official government document (For example, other verifiable evidence explicitly identifies the NAICS Code or PSC Code in the solicitation, contract award, or other official government document). **Caution:** If an FPDS-NG report exists, the Offeror must submit the FPDS-NG report. In the event there is a contradiction between the FPDS-NG report and the Offeror's submitted documentation, the FPDS-NG report takes precedence unless evidence from a warranted contracting officer responsible for the project indicates that the FPDS code is erroneous.

The Offeror will receive additional points regardless if the same NAICS Code or PSC Code is duplicated across different projects. For example, if all 5 projects have the same NAICS Code 541330, the Offeror receives the maximum number of points. In addition, NAICS Code Exceptions are not reported in FPDS-NG; therefore, the Exception is waived for the purposes of this Section. In other words, a project under NAICS Code 541330 Exception A would receive the additional points if the project was reported in FPDS-NG under NAICS Code 541330 only. **Note:** If One (1) out of the Five (5) required relevant experience primary projects is a collection of task orders placed under a Single-Award IDIQ task order contract or Single-Award BPA, the NAICS Code or PSC Code will be determined at the master IDIQ/BPA level.

If an Offeror has a legitimate reason that the NAICS Code or PSC Code for any relevant experience (primary) project was reported in FPDS-NG incorrectly, the Government will allow the Offeror the opportunity to request and submit correspondence (letter or email) from a Warranted Contracting Officer from the awarding agency to identify the correct NAICS Code or PSC Code. Only a Warranted Contracting Officer authorizing a NAICS Code or PSC Code change is acceptable. The correspondence, at a minimum, must identify the project award number, the revised NAICS Code or PSC Code, a brief statement that supports the change, and the Name, Telephone Number, and E-mail address of the Contracting Officer. If a letter is provided, it must be signed by the Contracting Officer. If an email is provided, it must come from the Contracting Officer's official Government email address. The letter or email documentation must be provided.

### L.5.3.2.2. Relevant Experience (Primary) Project Value

For <u>each</u> relevant experience (primary) project submitted, using the same average annual value calculation methods in Section L.5.3.1., the Offeror will receive additional points if the annual value meets or exceeds the following:

- 1. Project averages equal to or greater than \$5 Million on an annual basis but, less than \$10 Million on an annual basis, including options.
- 2. Project averages equal to or greater than \$10 Million on an annual basis but, less than \$20 Million on an annual basis, including options.
- 3. Project averages equal to or greater than \$20 Million on an annual basis but, less than \$50 Million on an annual basis, including options.
- 4. Project averages equal to or greater than \$50 Million or more on an annual basis, including options.

**Note:** If an Offeror submits a single project as "collection of task orders" under a Single-Award IDIQ/BPA, Project Value is based on the cumulative value of the entire task order collection submitted as a whole under the Single-Award IDIQ/BPA. (If the maximum project value is achieved without submitting all the task orders that have been awarded, then only submit those task orders that achieve the maximum results for Project Value)

# L.5.3.2.3. Relevant Experience (Primary) Project with Performance/Integration of Additional Core Disciplines

For <u>each</u> relevant experience (primary) project submitted, the Offeror will receive additional points if the project involves the performance and/or integration of Five (5) out of the Six (6) OASIS Core Disciplines; or, if the project involve the performance and/or integration of all Six (6) OASIS Core Disciplines.

**Note:** If an Offeror submits a single project as "collection of task orders" under a Single-Award IDIQ/BPA, Core Disciplines is based on the entire task order collection submitted as a whole under the Single-Award IDIQ/BPA. (If the maximum Core Disciplines is achieved without submitting all the task orders that have been awarded, then only submit those task orders that achieve the maximum results, up to a maximum of 6 task orders.) The task orders submitted for the purposes of validating Core Disciplines are the only task orders that will be used for Past Performance in accordance with Section L.5.4.

### L.5.3.2.4. Relevant Experience (Primary) Project with Multiple Locations

For <u>each</u> relevant experience (primary) project submitted, the Offeror will receive additional points if the project involves performance in multiple locations as follows:

- 1. Project performed in at least 2 and up to 4 different locations:
- 2. Project performed in 5 or more different locations

**Note:** If an Offeror submits a single project as "collection of task orders" under a Single-Award IDIQ/BPA, Multiple Locations is based on the entire task order collection submitted as a whole under the Single-Award IDIQ/BPA. (If the maximum Multiple Locations is achieved without submitting all the task orders that have been awarded, then only submit those task orders that achieve the maximum results, up to a maximum of 5 task orders.)

### L.5.3.2.5. Relevant Experience (Primary) Project with Subcontracting/Teaming

For <u>each</u> relevant experience (primary) project submitted, the Offeror will receive additional points if the project involves Subcontracting/Teaming for services with at least 4 separate and distinct entities.

**Note:** If an Offeror submits a single project as "collection of task orders" under a Single-Award IDIQ/BPA, Subcontracting/Teaming is based on the entire task order collection submitted as a whole under the Single-Award IDIQ/BPA. (If the maximum Subcontracting/Teaming is achieved without submitting all the task orders that have been awarded, then only submit those task orders that achieve the maximum results, up to a maximum of 4 task orders.)

# L.5.3.2.6. Relevant Experience (Primary) Project with Ancillary Support Services and/or Products

For <u>each</u> relevant experience (primary) project submitted, the Offeror will receive additional points if the project involves Ancillary Support Services and/or Products.

**Note:** If an Offeror submits a single project as "collection of task orders" under a Single-Award IDIQ/BPA, Ancillary Support Services and/or Products is based on the entire task order collection submitted as a whole under the Single-Award IDIQ/BPA. (If the maximum Ancillary Support Services and/or Products are achieved without submitting all the task orders that have been awarded, then only submit those task orders that achieve the maximum results, up to a maximum of 2 task orders.)

# L.5.3.2.7. Relevant Experience (Primary) Project with Cost-Reimbursement (any type)

For <u>a maximum of Two (2)</u> relevant experience (primary) projects submitted, the Offeror will receive additional points if the projects are Cost-Reimbursement, including any of the Cost type definitions under FAR Subpart 16.3.

**Note:** If an Offeror submits a single project as "collection of task orders" under a Single-Award IDIQ/BPA, Cost Reimbursement is based on the entire task order collection submitted as a whole under the Single-Award IDIQ/BPA. (Only 1 task order submission is necessary to fulfill the maximum Cost-Reimbursement points for a single project under a Single-Award IDIQ/BPA)

### L.5.3.2.8. Relevant Experience (Primary) Project with OCONUS Locations

For <u>a maximum of Two (2)</u> relevant experience (primary) projects submitted, the Offeror will receive additional points if the projects involve work at a location Outside the Continental United States (OCONUS).

**Note:** If an Offeror submits a single project as "collection of task orders" under a Single-Award IDIQ/BPA, OCONUS Locations is based on the entire task order collection submitted as a whole under the Single-Award IDIQ/BPA. (Only 1 task order submission is necessary to fulfill the maximum OCONUS points for a single project under a Single-Award IDIQ/BPA)

## L.5.3.3. Relevant Experience (Secondary) Projects

Relevant Experience (Secondary) demonstrates an Offeror's experience in managing multiple customers in a multiple award contracting environment similar to the OASIS Program. Mission Spaces and Multiple Award Contracts/Task Orders, as defined below, are <u>not</u> minimum or mandatory requirements. However, Offeror's who have performed in multiple Mission Spaces and have executed Multiple Award Contracts/Task Orders are considered more favorably. (See Section M.6., Scoring Table)

### L.5.3.3.1. Relevant Experience (Secondary) Projects with Mission Spaces

The Offeror may submit up to Five (5) distinct relevant experience (secondary) projects that meet the following minimum conditions:

- 1. For the purposes of Section L.5.3.3.1., a Relevant Experience Secondary "project" is defined as a single contract; or, a single task order placed under a master Single Award or Multiple Award Indefinite Delivery, Indefinite Quantity (IDIQ) task order contract (FAR 16.501-1); or a single task order placed under a Federal Supply Schedule (FAR 8.405-2), or, a single task order placed under a master Single Award or Multiple Award Blanket Purchase Agreement (BPA)(FAR 8.405-3)(FAR 13.303). Any Relevant Experience (Secondary) project(s) must be a contract or task order awarded by the <u>U.S. Federal Government</u>.
- 2. Must be Ongoing or Completed between September 17, 2008 and September 30, 2013.
- 3. Relevant Experience (Secondary) Projects with Mission Spaces may or may not be the same projects submitted under Section L.5.3. Section L.5.3. (Relevant Experience (Primary) Projects, or (Secondary) Projects with Multiple Award Contracts or BPAs and Task orders, or Section L.5.1.2. (Pool Qualification) Projects). The Offeror has the sole discretion to choose any project under this Section. Note: If an Offeror chooses any of the same "Primary or Pool Qualification" projects for "Secondary Projects with Mission Spaces", the Offeror shall re-submit the project again in accordance with terms of this Section.

The Offeror will receive additional points only if the secondary projects submitted were awarded to at least 2 different Mission Spaces up to a maximum of 5 different Mission Spaces. (See Section M.6., Scoring Table)

"Mission Spaces" include any <u>U.S. Federal Government Agency</u> that awarded the contract/task order/single award IDIQ or BPA for any U.S. Federal Government project. There are Five (5) distinct Mission Spaces defined below. If a particular agency is <u>not</u> listed within a particular Mission Space, the umbrella agency takes precedence (e.g., Department of Air Force and all its Commands would fall under Department of Defense or Mission Space #1). If a particular agency is <u>not</u> listed and does <u>not</u> fall under an umbrella agency, then the project would be given credit under Mission Space #5 only (e.g., Federal Deposit Insurance Corporation would fall under Mission Space #5). (**See Section M.5.1.10 for the 5 Mission Spaces**)

Each U.S. Federal Government secondary project will only be given credit for a single Mission Space, based upon the awarding agency unless the awarding agency conducted the procurement on behalf of a customer agency. If procurement has been conducted and awarded on behalf of a customer agency, credit for a single Mission Space will be based upon the customer agency. For example, GSA awarded a task order on behalf of the Department of State; therefore, the Department of State gets the credit under Mission Space #1, not GSA under Mission Space #3.

To receive credit for a Mission Space when the awarding agency is the same as the customer agency, the project must have exceeded the Simplified Acquisition Threshold in total award value and the Offeror must submit a copy of the Official Government Award Form in the format of any of the following forms:

- Standard Form (SF) 1449 Solicitation/Contract/Order for Commercial Items (Block 17a identifies the Prime Contractor, Block 9 identifies the U.S. Federal Government Agency, Block 3 identifies the Award/Effective Date, and Block 31c. identifies the date the Contracting Officer signed)
- SF 26 Award/Contract (Block 7 identifies the Prime Contractor, Block 5 identifies the U.S. Federal Government Agency, Block 3 identifies the Effective date, and Block 20C identifies the date the Contracting Officer signed)
- SF 33 Solicitation, Offer, and Award (Block 15A identifies the Prime Contractor, Block 7 identifies the U.S. Federal Government Agency, and Block 28 identifies the date the Contracting Officer awarded/signed)
- Department of Defense (DD) 1155 Order for Supplies or Services (Block 9 identifies the Prime Contractor, Block 6 identifies the U.S. Federal Government Agency, Block 3 identifies the date of Order, and Block 24 identifies the Contracting Officer signature)

- Optional Form 307 Contract Award (Block 7 identifies the Prime Contractor, Block 5 identifies the U.S. Federal Government Agency, Block 2 identifies the Effective date, and Block 15C identifies the date the Contracting Officer signed)
- GSA Form 300 Order for Supplies and Services (Block 6 identifies the Prime Contractor, Block 10 identifies the U.S. Federal Government Agency, Block 1 identifies the Date of Order, and Block 26C identifies the date the Contracting Officer awarded/signed)
- Other Official Government Award Form from a Cognizant Federal Office not identified above (Must explicitly identify the Contractor, U.S. Federal Government Agency, and the date the Contracting Officer awarded/signed)

To receive credit for a Mission Space when the awarding agency is NOT the same as the customer agency, the project must have exceeded the Simplified Acquisition Threshold in total award value and the Offeror must submit a copy of both the Government Award Form (identified above) and page identifying the name of the customer-agency (e.g., Statement of Work, etc.)

Once a Mission Space is covered, additional credit for the same Mission Space will <u>not</u> be given. The combination of all U.S. Federal Government Projects will determine how many Mission Spaces are given credit for. For example, Three (3) U.S. Federal Government Projects are submitted. Of those Three (3) projects, One (1) project was awarded by the Air Force Materiel Command (AFMC), One (1) project was awarded by the Naval Air Systems Command (NAVAIR), and One (1) project was awarded by the Federal Deposit Insurance Corporation (FDIC). The total credit for these Three (3) projects is Two (2) Mission Spaces (i.e., Mission Space #1 for AFMC and NAVAIR and Mission Space #5 for FDIC).

# L.5.3.3.2. Relevant Experience (Secondary) Projects with Multiple Award Contracts/BPAs and Task Orders

The Offeror <u>may</u> submit Relevant Experience (Secondary) Projects for Multiple Award Contracts/BPAs and Task Orders that meet the following minimum conditions:

- 1. For the purposes of defining Multiple Award Contracts/BPAs in Section L.5.3.3.2., a Relevant Experience Secondary "project" at the Master Contract Level is defined ONLY as Multiple Award Indefinite Delivery, Indefinite Quantity (IDIQ) task order contract (FAR 16.501-1); or a Multiple Award Blanket Purchase Agreement (BPA)(FAR 8.405-3 or FAR 13.303). Any Relevant Experience (Secondary) project(s) must be a Multiple Award Contract awarded by the U.S. Federal Government. Note: BPAs and subsequent task orders placed against GSA Schedules are eligible under the section; however, GSA Schedules themselves are not considered Multiple Award Contracts and are not eligible under this Section. For example, Company A holds a GSA MOBIS Schedule contract and has been awarded 12 task orders against this schedule contract. This example is not eligible under this Section for additional points. Another example: Company A is awarded a BPA under their GSA MOBIS Schedule contract and has been awarded 12 task orders under that BPA agreement. This example is eligible under this Section for additional points.
- 2. For the purposes of defining Task Orders in Section L.5.3.3.2. A Relevant Experience Secondary "project" is defined ONLY as a single task order placed under a master Multiple Award IDIQ task order contract (FAR 16.501-1); or, a single task order placed under a master Multiple Award BPA (FAR 8.405-3 or FAR 13.303). Any Relevant Experience (Secondary) project(s) must be a task order awarded by the U.S. Federal Government Note: A single award task order placed under a GSA Schedule is not eligible under this Section.
- 3. Each Multiple Award Contact or BPA or Task Order must be Ongoing or Completed between September 17, 2008 and September 30, 2013.

4. Relevant Experience (Secondary) Projects with Multiple Award Contracts/BPAs and Task Orders may or may not be the same projects submitted under Section L.5.3. (Relevant Experience (Primary) Projects) or, Section L.5.1.2. (Pool Qualification) Projects) or, Section L.5.3.3.1. (Relevant Experience (Secondary) Projects with Mission Spaces). The Offeror has the sole discretion to choose any project under this Section. Note: If an Offeror chooses any of the same "Primary, Pool Qualification, or Secondary with Mission Spaces" projects for "Secondary Projects with Multiple Award Contracts/BPAs and Task Orders", the Offeror shall re-submit the project again in accordance with terms of this Section.

The Offeror will receive additional points for Multiple Award Contracts/BPAs and corresponding task orders. (See Section M.6., Scoring Table)

A "Multiple Award" Contract is defined as a Multiple Award, Indefinite Delivery, Indefinite Quantity (IDIQ) Task Order Contract (FAR Subpart 16.501-1); or, a Multiple Award, Blanket Purchase Agreement (BPA) (FAR 8.405-3 or FAR 13.303).

A "Task Order" is defined as a Task Order placed under a Multiple Award Contract defined above.

The Offeror will receive additional points for any of the following:

- Two (2) Multiple Award Contracts with at least Ten (10) total Task Order awards. Additionally, at least Three (3)
  Task Orders must have been awarded under each of the Multiple Award Contracts. For example, Multiple Award
  Contract #1 has the minimum Three (3) Task Order awards and Multiple Award Contract #2 has the Seven (7)
  additional Task Order awards to qualify for at least Ten (10) total Task Order awards.
- Five (5) Multiple Award Contracts with at least Twenty Five (25) total Task Order awards. Additionally, at least Three (3) Task Orders must have been awarded under each of the Multiple Award Contracts
- Ten (10) Multiple Award Contracts with at least Fifty (50) total Task Order awards. Additionally, at least Three (3) Task Orders must have been awarded under each of the Multiple Award Contracts

To receive credit for Multiple Award/Task Order, the Offeror must submit a copy of the <u>Official Government Award Form</u> in the format of any of the following forms:

For the Multiple Award Contract itself the Offeror must submit a copy of each task order/BPA order in the following form:

- Standard Form (SF) 1449 Solicitation/Contract/Order for Commercial Items (Block 2 identifies the Multiple Award Contract No., Block 17a identifies the Contractor, Block 9 identifies the U.S. Federal Government Agency, Block 3 identifies the Award/Effective Date, and Block 31c. identifies the date the Contracting Officer awarded/signed)
- SF 26 Award/Contract (Block 2 identifies the Multiple Award Contract No., Block 7 identifies the Contractor, Block 5 identifies the U.S. Federal Government Agency, Block 3 identifies the Effective date, and Block 20C identifies the date the Contracting Officer awarded/signed)
- SF 33 Solicitation, Offer, and Award (Block 2 identifies the Multiple Award Contract No., Block 15A identifies the Contractor, Block 7 identifies the U.S. Federal Government Agency, and Block 28 identifies the date the Contracting Officer awarded/signed)
- Optional Form 307 Contract Award (Block 1 identifies the Multiple Award Contract No., Block 7 identifies the Contractor, Block 5 identifies the U.S. Federal Government Agency, Block 2 identifies the Effective date, and Block 15C identifies the date the Contracting Officer signed)

 Other Official Government Award Form from a Cognizant Federal Office not identified above (Must explicitly identify the Multiple Award Contract No., Contractor, U.S. Federal Government Agency, and the date the Contracting Officer awarded/signed)

For each Task Order submitted against a Multiple Award Contract the Offeror must submit a copy of the following form: (Note: the Task Order Award Form(s) must also identify the Multiple Award Contract No. from the form(s) submitted above)

- Standard Form (SF) 1449 Solicitation/Contract/Order for Commercial Items (Block 2 identifies the Multiple Award Contract No., Block 4 identifies the Task Order No., Block 17a identifies the Contractor, Block 9 identifies the U.S. Federal Government Agency, Block 3 identifies the Award/Effective Date, and Block 31c. identifies the date the Contracting Officer awarded/signed)
- Department of Defense (DD) 1155 Order for Supplies or Services (Block 1 identifies the Multiple Award Contract
  No., Block 2 identifies the Task Order No., Block 9 identifies the Contractor, Block 6 identifies the U.S. Federal
  Government Agency, Block 3 identifies the date of Order, and Block 24 identifies the Contracting Officer signature)
- GSA Form 300 Order for Supplies and Services (Block 3 identifies the Multiple Award Contract No., Block 2 identifies the Task Order No., Block 6 identifies the Contractor, Block 10 identifies the U.S. Federal Government Agency Block 1 identifies the date of Order, and Block 26C identifies the date the Contracting Officer awarded/signed)
- Other Official Government Award Form from a Cognizant Federal Office not identified above (Must explicitly identify
  the Multiple Award Contract No., Task Order No., Contractor, U.S. Federal Government Agency, and the date the
  Contracting Officer awarded/signed)

### L.5.4. VOLUME 4 – PAST PERFORMANCE

Offeror's <u>shall</u> provide Past Performance for <u>each</u> of the **Pool Qualification** Projects submitted in accordance with Section L.5.1.2 <u>and</u> for <u>each</u> of the <u>Five</u> (5) **Relevant Experience (Primary) Projects** submitted in accordance with Section L.5.3.

For each Pool Qualification Project and each Relevant Experience (Primary) Project the following sources must be used for Past Performance in order of precedence:

- If an interim or final PPIRS/CPARS report is available, the Offeror <u>must</u> use PPIRS/CPARS as the basis for their past performance, regardless if an Award Fee determination (in accordance with FAR 16.401) was done on the project
- If an interim or final PPIRS/CPARS report is <u>not</u> available and an Award Fee determination <u>is</u> available, the Offeror must use the Award Fee determination as the basis for their past performance.
- If an interim or final PPIRS/CPARS report is <u>not</u> available and an Award Fee Determination is <u>not</u> available or <u>not</u> applicable, the Offeror <u>must</u> use a Past Performance Survey in accordance with Section L.5.4.3.

**Note:** If any of the Pool Qualification Projects or Relevant Experience (Primary) Projects are either (1) an <u>individual</u> task order; or (2) part of a <u>collection of task orders</u> placed under a <u>Single-Award</u> IDIQ task order contract or <u>Single-Award</u> BPA, the following sources must be used for Past Performance in order of precedence:

- If the <u>Single</u> Award IDIQ/BPA <u>has</u> an interim or final PPIRS/CPARS report at the <u>master contract level</u> that covers either the individual task order or the collection of task orders <u>as a whole</u>, then PPRIS/CPARS at the master IDIQ/BPA level must be used for the basis of past performance.
- If the <u>Single</u> Award IDIQ/BPA does <u>not</u> have an interim or final PPIRS/CPARS at the master contract level that covers either the individual task order or the collection of task orders as a <u>whole</u>, but <u>does</u> have a PPRIS/CPARS report for each <u>individual</u> task orders, then the PPIRS/CPARS report at the individual task order level must be used for the basis of past performance for each task order. Note: For a collection task orders as whole, the past performance must be limited to only those task orders that are used for validating Core Disciplines.
- If <u>neither</u> the Single Award IDIQ/BPA nor the individual task orders have an interim or final PPIRS/CPARS report, then the Offeror must submit a Past Performance Survey in accordance with Section L.5.4.3. that covers each individual task order at the task order level only. Note: For a collection task orders, the past performance survey must be limited to only those task orders that are used for validating core disciplines. Additionally, if for a relevant experience project, a past performance survey may only be used for a project with a base period of performance less than a year where that base period of performance is complete.

Offerors are strongly cautioned that inability of the Government to contact past performance references directly associated to any survey; or, in the case past performance information is not entered into the Past Performance Information Retrieval System (PPIRS) database; or, in the case of project(s) without a record of past performance, the Offeror will not be evaluated favorably or unfavorably on past performance.

# L.5.4.1. Past Performance ((PPIRS) information <u>exists</u>)

If the Government has entered **interim or final** ratings in PPIRS, the Offeror shall provide a copy of this rating with their proposal. The Government will retrieve past performance information from the PPIRS database that links to the Contractor Performance Assessment Reporting System (CPARS) in order to validate the Offeror's submission. If a final rating is not available, the most **current** interim past performance information will be used. Offerors are responsible for verifying whether past performance ratings exist in the PPIRS database prior to using Past Performance Surveys.

### L.5.4.2. Past Performance (Award Fee Determination exists)

If the Government has **not** entered interim or final ratings in PPIRS but, the Government **has** performed an Award Fee determination in accordance with TABLE 16-1 under FAR 16.401 in lieu of interim or final past performance ratings in PPIRS, the Award Fee determination from the Government agency must be submitted. For the purposes of this solicitation, the most current Award Fee Determination will be used. Offerors are responsible for verifying whether past performance ratings exist in the PPIRS database or an Award Fee Determination exists prior to using Past Performance Surveys.

# L.5.4.3. Past Performance (PPIRS information or Award Fee Determination does <u>not</u> exist)

If the Government has **not** entered interim or final ratings in PPIRS and the Government has **not** performed an Award Fee determination in accordance with TABLE 16-1 under FAR 16.401 **or**, if the project(s) are considered Non-U.S. Federal projects; the Offeror **must** submit a Past Performance Survey using the template in Section J.8., Attachment (8), "PAST PERFORMANCE RATING FORM". No other format or additional proposal documentation will be considered.

• Using the Past Performance Rating Form in Attachment (8), the Offeror shall provide the survey directly to each of the references, as applicable, and instruct each rater to send a completed form directly back to the Offeror;

- The Offeror must follow up with each rater to ensure the Past Performance Rating Forms were received and completed prior to the proposal closing date;
- The Offeror must submit all Past Performance Rating Forms, as applicable, with their proposal submission

In the event the evaluation team discovers misleading, falsified, and/or fraudulent past performance ratings, the Offeror shall be eliminated from further consideration for award. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

# L.5.4.4. Meeting or Exceeding Total Small Business Goals (Relevant Experience Primary Projects only)

For each of the Five (5) relevant experience (primary) projects submitted under Section L.5.3.1. <u>only</u>, Offerors will be rated more favorably if the project meets or exceeds "Total" small business percentage goals. "Total" small business includes all small business socio-economic groups combined.

Depending on the task order or contract's terms and conditions, a project may have no Individual Subcontract Report (ISR) or Summary Subcontract Report (SSR) associated to it, or, have both an ISR and an SSR associated to it; or, only an SSR associated to it. If a customer-agency uses the Standard Form (SF) 294 in lieu of the ISR and the SF 295 in lieu of the SSR, that is acceptable.

For any of the relevant experience (primary) projects that do not have an ISR or SSR report associated to it (either specific to the project itself or a project under an umbrella contract); or, for any of the ISR or SSR reports that are not current; or, for any of the projects that are Non-U.S. Federal Government projects; meeting or exceeding small business goals will **not** be considered.

For those projects that have <u>both</u> an ISR/SF 294 and SSR/SF 295 associated to it, the Offeror must <u>only</u> submit the ISR or SF 294. Only the ISR or SF 294 will be evaluated.

For those projects that only have the SSR/SF 295 associated to it, the Offeror must submit the SSR or SF 295. Only the SSR or SF 295 will be evaluated.

The ISR or SF 294 report is required for projects containing an "Individual" subcontracting plan. An ISR or SF 294 report can be specific to an individual project with a subcontracting plan or can be specific to <u>all</u> projects awarded under the master contract's subcontracting plan.

For each of the Five (5) relevant experience (primary) projects submitted under Section L.5.3.1., the Offeror shall first choose to submit a copy of the ISR or SF 294 report specific to an individual project that has its own subcontracting plan. If a subcontracting plan does not exist for an individual project, the ISR or SF 294 report associated to the project under a subcontracting plan at the master contract level must be submitted.

If more than one relevant experience project was submitted under the same ISR or SF 294 report under a subcontracting plan at the master contract level, each project will be given consideration individually. For example, Three (3) relevant experience projects are task orders awarded under the same IDIQ contract. The IDIQ contract has a single ISR or SF 294 report indicating that the Offeror has met or exceeded their small business goals under the IDIQ contract. All Three (3) projects will get credit individually for additional points in accordance with the Scoring Table in Section M.6.

For each project involving an ISR Report, the ISR report must be <u>current</u> and must have been <u>approved</u> in the electronic Subcontracting Reporting System (eSRS) by the cognizant Contracting Officer in order to be considered. The Offeror <u>must</u> submit a copy of the ISR report with their proposal.

For each project involving an SF 294 in lieu of the ISR report, the SF 294 report must be <u>current</u> and must have been <u>approved</u> by the cognizant Contracting Officer in order to be considered. The Offeror <u>must</u> submit a copy of the SF 294 report with their proposal.

For the purposes of this solicitation, the most current ISR or SF 294 report is for the reporting period <u>ending March 31, 2013</u> or <u>within 30 days</u> after task order/contract completion.

For those projects where an SSR or SF 295 report exists but, no ISR or SF 294 report is required, such as Commercial Subcontracting Plans or DoD Comprehensive Subcontracting Plans, the Offeror must submit the SSR or SF 295 report.

For each project involving an SSR Report, the SSR report must be <u>current</u> and must have been <u>approved</u> in the electronic Subcontracting Reporting System (eSRS) by the cognizant Contracting Officer in order to be considered. The Offeror <u>must</u> submit a copy of the SSR report with their proposal.

For each project involving an SF 295 in lieu of the SSR report, the SF 295 report must be <u>current</u> and must have been <u>approved</u> by the cognizant Contracting Officer in order to be considered. The Offeror <u>must</u> submit a copy of the SF 2945 report with their proposal.

For the purposes of this solicitation, for projects awarded by the Department of Defense or NASA, the most current SSR or SF 295 report is for the reporting period ending March 31, 2013.

For the purposes of this solicitation, for projects awarded by Civilian Agencies, the most current SSR or SF 295 report is for the period <u>ending September 30th, 2012.</u>

## L.5.5. VOLUME 5 – SYSTEMS, CERTIFICATIONS, AND CLEARANCES

The following Systems, Certifications, and Clearances are <u>not</u> minimum or mandatory requirements; however, Offeror's who have these Systems, Certifications, and Clearances in place are considered more favorably. See Section M.6., Scoring Table.

## L.5.5.1. Approved Purchasing System

If claiming credit for this scoring element, the Offeror must provide verification from the Defense Contract Management Agency (DCMA), or any Cognizant Federal Agency (CFA) of an approved purchasing system for compliance in the efficiency and effectiveness with which the Contractor spends Government funds and compliance with Government policy when subcontracting.

Verification requirements include a copy of the Offeror's official Contractor Purchasing System Review (CPSR) report, if available and/or official letterhead from DCMA or CFA verifying the approval of the purchasing system.

The Offeror shall provide POC information that includes the name, address, phone number, and email of the representative at their Cognizant DCMA or CFA that determined approval.

The offer shall make reference to the page number and paragraph of the CPSR audit or letter that determined the approval of the purchasing system.

L.5.5.2. Forward Pricing Rate Agreements, Forward Pricing Rate Recommendations, and/or Approved Billing Rates

If claiming credit for this scoring element, the Offeror must provide <u>current</u> verification from the Defense Contract Audit Agency (DCAA), or Defense Contract Management Agency (DCMA), or any Cognizant Federal Agency (CFA) of Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations, and/or Approved Billing that have been audited and determined acceptable for generating estimates of costs and other data included in proposals submitted to customers.

Verification requirements include a copy of the Offeror's official FPRA, FPRR, Approved Billing Rates, audit report and audit report number from DCAA, DCMA, or CFA identifying the rates in the FPRA, FPRR, and/or Approved Billing Rates.

The Offeror shall provide POC information that includes the name, address, phone number, and email of the representative at their Cognizant DCAA, DCMA, or CFA that determined approval.

The offer shall make reference to the page number and paragraph of the audit report or letter that sets forth the FPRA, FPRR, and/or Billing Rates.

# L.5.5.3. Earned Value Management Systems (EVMS)

If claiming credit for this scoring element, the Offeror must provide verification of their EVMS ANSI/EIA Standard-748.

Verification requirements include a copy of the Offeror's official audit report from Defense Contract Management Agency (DCMA) or other Cognizant Federal Agency (CFA), as applicable. If only part of a Contractor's organization is EVMS ANSI/EIA Standard-748 certified, the Offeror shall make the distinction between which business units or sites and geographic locations have been certified.

The Offeror shall provide POC information that includes the name, address, phone number, and email of the representative at DCMA or CFA that determined approval.

The offer shall make reference to the page number and paragraph of the audit report or letter that determined the approval of the EVMS ANSI/EIA Standard-748.

## L.5.5.4. Acceptable Estimating System

If claiming credit for this scoring element, the Offeror must provide verification from the Defense Contract Audit Agency (DCAA), or Defense Contract Management Agency (DCMA), or Cognizant Federal Agency (CFA) of an estimating system that has been audited and determined acceptable 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.

Verification requirements include a copy of the Offeror's official audit report, if available and/or official letterhead from DCAA, DCMA, or CFA verifying the acceptability of the estimating system.

The Offeror shall provide POC information that includes the name, address, phone number, and email of the representative at DCAA, DCMA, or CFA that determined approval.

The offer shall make reference to the page number and paragraph of the audit report or letter that verifies the adequacy of the estimating system.

## L.5.5.5. CMMI Maturity Level 3 Certification (or higher)

If claiming credit for this scoring element, the Offeror must provide verification of a CMMI Maturity Level 3 or higher.

CMMI Representations may be "Staged" or "Continuous". Maturity Levels are based on "Staged" representations. Offerors who are following a continuous representation may present an equivalent capability level to maturity level 3 for point consideration. In accordance with the CMMI model, any Offeror following a continuous representation must present a CMMI evaluation revealing all process area ratings of Level 3. Additionally, Offerors who are following a continuous representation may receive fewer, but additional points for presenting milestones towards full Maturity Level 3 Equivalency by presenting a CMMI evaluation revealing 50% or more of their process area ratings to be Level 3.

The certification can be for any model (Development, Acquisition, or Services). If an Offeror has multiple CMMI certifications, the Offeror shall only receive points for One (1) certification at Level 3 or higher, and must provide the certification that the Offeror wants to be credited for and wishes to maintain in accordance with Section H.6.11.

Verification requirements include a copy of the Offeror's official certification from a CMMI Instituted Certified Lead Appraiser. If only part of a Contractor's organization is CMMI certified, the Offeror shall make the distinction between which business units or sites and geographic locations have been certified.

The Offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the CMMI Maturity Level.

The offer shall make reference to the page number and paragraph of the certification or letter that determined the approval of the CMMI Maturity Level.

#### L.5.5.6. ISO 9001:2008 Certification

If claiming credit for this scoring element, the Offeror must provide verification of ISO-9001:2008 Certification.

Verification requirements include a copy of the Offeror's official certification from an approved ISO 9001:2008 certification body. If only part of a Contractor's organization is ISO 9001:2008 certified, the Offeror shall make the distinction between which business units or sites and geographic locations have been certified.

The Offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO-9001:2008 Certification.

The offer shall make reference to the page number and paragraph of the certification or letter that determined the approval of the ISO 9001:2008 Certification.

#### L.5.5.7. ISO 17025 Certification

If claiming credit for this scoring element, the Offeror must provide verification of ISO 17025 Certification.

Verification requirements include a copy of the Offeror's official certification from an approved ISO 17025 certification body. If only part of a Contractor's organization is ISO 17025 certified the Offeror shall make the distinction between which business units or sites and geographic locations have been certified.

The Offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO 17025 Certification.

The offer shall make reference to the page number and paragraph of the certification or letter that determined the approval of the ISO 17025 Certification.

### L.5.5.8. ISO 14001:2004 Certification

If claiming credit for this scoring element, the Offeror must provide verification of ISO 14001:2004 Certification.

Verification requirements include a copy of the Offeror's official certification from an approved ISO 14001:2004 certification body. If only part of a Contractor's organization is ISO 14001:2004 certified, the Offeror shall make the distinction between which business units or sites and geographic locations have been certified.

The Offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO 14001:2004 Certification.

The offer shall make reference to the page number and paragraph of the certification or letter that determined the approval of the ISO 14001:2004 Certification.

#### L.5.5.9. AS9100 Certification

If claiming credit for this scoring element, the Offeror must provide verification of AS9100 Certification.

Verification requirements include a copy of the Offeror's official certification from an approved AS9100 certification body. If only part of a Contractor's organization is AS9100 certified, the Offeror shall make the distinction between which business units or sites and geographic locations have been certified.

The Offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the AS9100 Certification.

The offer shall make reference to the page number and paragraph of the certification or letter that determined the approval of the AS9100 Certification.

## L.5.5.10. Facility Clearance Level (FCL)

If claiming credit for this scoring element, the Offeror must identify their Government Facility Clearance Level (FCL) on the Proposal Checklist in Section J.4. Attachment (4).

For each Offeror claiming credit for an FCL, verification will be done by the OASIS PMO contacting the Defense Security Service (DSS)

#### L.6. VOLUME 6 – COST/PRICE

For Cost/Price proposals, Offerors shall use the Microsoft Excel Spreadsheet in Section J.9., Attachment (9), entitled, "COST/PRICE TEMPLATE", which consists of 15 years of Government-Site (Tab 1) and 15 years of Contractor-Site pricing (Tab 2).

The Offeror shall propose ceiling rates for T&M/L-H task orders by completing Columns H through V of the Cost/Price Template. These ceiling rates are to be based upon the highest qualified employee within a given labor category or group, working in the highest paid area within CONUS, on a highly complex requirement, excluding Secret/Top Secret/SCI.

Offerors shall only provide the ceiling rates for Year 1 of the contract with a Start Date of January 1, 2014. Ceiling rates for Years 2 through 15 (which includes the years 2 through 5 of the initial base period, the 5-year option period, and an additional 5 years of task order performance under OASIS, when applicable) will automatically be calculated for each labor category by an escalation factor embedded in the spreadsheet. Offerors shall not change the escalation factor in the spreadsheet. This escalation factor is determined by the Bureau of Labor Statistics (BLS) Economic Cost Index (ECI) and is based on the average annual BLS ECI for the previous three years from the date the OASIS solicitation is issued. The current BLS ECI 3 year average is 2.13%

Keep in mind, in accordance with Section B.2.5.1, OASIS will only establish ceiling rates for T&M/L-H task orders/CLINs placed on a sole source basis or when adequate price competition is not anticipated, therefore, the proposed ceiling rates do not apply to fixed-price, cost-reimbursement, or T&M/LH task orders when adequate price competition is anticipated.

Competition at the task order level will establish fair and reasonable pricing for task orders placed under OASIS for all contact types. For those relatively rare instances when competition does not exist for T&M/L-H task orders, these ceiling rates will be available for the OCO to consider and use. The OCO has the flexibility to exceed these rates, but are cautioned only to do so when justified, such as for requirements requiring special security clearance or OCONUS related work.

#### L.6.1. Direct Labor Rates

Direct Labor Rates are labor rates that are <u>not</u> burdened with indirect rates such as Fringe Benefits, Overhead, General and Administrative expenses, and/or Profit.

As provided in Section J.2, Attachment (2), "DIRECT LABOR RATE RANGES", for each OASIS labor category that was mapped to an SOC, the BLS provides a National 50th Percentile estimate, a National 75th Percentile estimate, and a National 90th Percentile estimate for direct labor rates. Also identified are the States where each occupation is paid the highest. The BLS also provides a State 50th Percentile estimate, a State 75th Percentile estimate, and a State 90th Percentile estimate for each SOC in each state in the United States.

The BLS caps direct labor rates at \$90/hour, however, where the \$90/hour cap was found, mathematical extrapolation was performed to calculate direct labor guidelines. For most of the OASIS labor categories in Section J.2., the "low" end of the direct labor rate range is the National estimate and the "high" end of the direct labor rate range is the estimate data for the State identified as the highest paid.

While Offerors are free to submit whatever direct labor rates they see fit, Offerors are encouraged to propose a <u>direct</u> labor rate for each OASIS labor category within the ranges provided in Section J.2. If the Offeror's proposed <u>direct</u> labor rate is either lower or higher than the provided range, the Offeror's pricing may be deemed to be <u>not</u> fair and reasonable.

**Caution:** Offerors are strongly advised to provide clear and convincing rationale to support a lower or higher <u>direct</u> labor rate within the ranges in Section J.2., otherwise the <u>proposed direct</u> labor rate will <u>not</u> be considered fair and reasonable and the Offeror would not be eligible for award regardless of technical score.

#### L.6.2. Indirect Rates/Profit

For each <u>Indirect</u> rate, Offeror's shall propose <u>indirect</u> rates according to their most current DCAA/DCMA approved billing rates and/or forward pricing rate recommendations and/or agreements, if available. If an Offeror does not have DCAA/DCMA approved billing rates and/or forward pricing rate recommendations and/or agreements, Offerors should provide indirect rates generated from their acceptable accounting system.

**Caution:** Offerors are strongly advised to provide clear and convincing rationale to support <u>indirect</u> rates not generated from their acceptable accounting system, otherwise the <u>proposed indirect</u> rate may <u>not</u> be considered fair and reasonable and the Offeror may not be eligible for award regardless of technical score.

For Profit, Offeror's shall consider the risk under a sole-source T&M/L-H type task order.

**Caution:** Offerors are strongly advised to provide clear and convincing rationale to support a profit rate that <u>exceeds 7%</u> otherwise the <u>proposed profit</u> rate may <u>not</u> be considered fair and reasonable and the Offeror would not be eligible for award regardless of technical score.

# L.6.3. Cost/Price Template Instructions

Enter the Offeror Name in Row 4. For each labor category, the Offeror shall provide a cost element breakdown of Direct Labor, Fringe Benefits, Overhead, General and Administrative (G&A), and Profit that provides a single loaded hourly labor ceiling rate.

All percentages and rates shall be rounded to two decimal places.

Column A	This column is restricted. Offerors shall not make entries in this column. This column contains the Labor ID# for Government-Site work and for Contractor-Site work.
Column B	This column is restricted. Offerors shall not make entries in this column.
	This column contains the Labor Category Description. Definitions to these labor categories are provided in Section J.1., Attachment (1).
* Column C	Enter direct labor rates that best fit the definitions of each labor category listed in Column B.
	Direct labor rate ranges are provided in Section J.2., Attachment (2).
* Column D	Enter the Fringe Benefits percentage under Column D, Row 7.
* Column E	Enter the Overhead percentage under Column E, Row 7.
* Column F	Enter the G&A percentage under Column F, Row 7.
* Column G	Enter the Profit percentage under Column G, Row 7.
* Column's H	These columns are restricted. Offeror's shall not make entries in this column. The escalation
through V	factor is based on the average annual Bureau of Labor Statistics Economic Cost Index for the previous three years at the time the final solicitation is posted in fbo.gov. The Offeror shall not make any changes to the cost index (See Section B.2.5.1.)

<sup>\*</sup> Note: Offeror's with a different indirect rate structure than that identified in Columns D through F may adjust their columns accordingly. Furthermore, Offeror's with a different indirect structure for certain labor categories may adjust the rows and columns accordingly. For example, if an Offeror adds Facilities Capital Cost of Money to their indirect structure and columns H through V becomes columns I through W that is acceptable.

(END OF SECTION L)

## SECTION M - EVALUATION FACTORS FOR AWARD

# M.1. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <a href="http://www.acquisition.gov">http://www.acquisition.gov</a>

CLAUSE#	CLAUSE TITLE	DATE
52.217-5	Evaluation of Options	JUL 1990

## M.2. BASIS FOR AWARDS

The source selection process on OASIS will neither be based on the Lowest Price Technically Acceptable (LPTA) nor Tradeoffs. Within the best value continuum, FAR 15.101 defines best value as using any one or a combination of source selection approaches. For OASIS, the best value basis for awards will be determined by the Highest Technically Rated Offerors with a Fair and Reasonable Price.

The Highest Technically Rated, Fair and Reasonable Price approach will best achieve the objective of awarding contracts to Offerors of varying core expertise in a variety of professional services disciplines with qualities that are most important to GSA and our customers, such as Past Performance, Relevant Experience, and Systems, Certifications, and Clearances.

OASIS will consist of 7 MA-IDIQ task order contracts, referred to as Pools. Multiple awards shall be made in each of the 7 Pools. 40 awards are anticipated in each Pool (e.g., 40 multiple awards for Pools 1,2,3,4, and 6) and (20 multiple awards for Pools 5.A. and 20 multiple awards for 5.B.). In the event of a tie at the number 40/20 position (as applicable), all Offerors tied will receive an award in the respective Pool.

The Government intends to strictly enforce all of the proposal submission requirements outlined in Section L. Failure to comply with these requirements will result in an Offeror's proposal being rejected as being non-conforming to solicitation requirements.

The Government intends to award contracts without discussions. Initial proposals must contain the best offer. The Government may conduct clarifications, as described in FAR 15.306(a). The Government reserves the right to conduct discussions if determined necessary.

#### M.3. SCREENING AND EVALUATION PROCESS

The OASIS evaluation team will perform a two-step screening process for all offers received. First, the team will verify that a support document exists for all the evaluation elements in accordance with the Offeror's proposal checklist submitted in accordance with Section J.4., Attachment (4) and compare it to the Offeror's self scoring worksheet submitted in accordance with Section J.5.1. Any discrepancies will be treated as clarifications.

Once the screening process is complete, the OASIS evaluation team will assign preliminary score in accordance with the Scoring Table in Section M.6. for all offers.

Once the preliminary scoring is complete for all offers, the OASIS evaluation team will sort the offers by highest score to lowest score for each Pool.

The OASIS evaluation team will then <u>verify</u> that Top 40 awards for Pools 1,2,3,4, and 6 and the Top 20 awards for Pools 5.A. and 5.B. have successfully passed all of the Acceptability Review requirements in Section M.4. of the solicitation.

Note: Hereafter, the Top 40 awards for Pools 1,2,3,4, and 6 and the Top 20 awards for Pools 5.A. and 5.B. will be referred to as Top 40 and/or Top 20.

Any Offeror in the Top 40 and/or Top 20 based upon score, who fails any of the criteria listed in the Acceptability Review in Section M.4., will be removed from consideration for award and notified, in writing, as soon as practicable. The next highest rated Offeror(s) (based upon score) who passes the Acceptability Review shall be added in the eliminated Offerors place. Only Offerors who initially pass all the criteria in the Acceptability Review in a given Pool in accordance with Section M.4. shall be considered eligible for award.

Following the Acceptability Review screening, the evaluation team will then <u>evaluate and verify</u> the support documentation for each and every evaluation element that the Top 40 and/or Top 20 have stated in the Offeror's proposal checklist (Section J.4.) and self scoring worksheet (See Section J.5A.)

In the event that an evaluation element claimed is unsubstantiated or otherwise not given credit for, the Offeror's preliminary score shall have the point value of the refuted evaluation element deducted and the Offeror will be re-sorted based upon the revised preliminary score. If the Offeror remains in the Top 40 and/or Top 20 the evaluation of the offer shall continue. If the Offeror does not remain in the Top 40 and/or Top 20, the next highest rated Offeror (based upon score) who passes the Acceptability Review shall be added to the Top 40 and/or Top 20 and evaluation shall begin on that offer.

Once the Top 40 and/or Top 20 highest scored offers have been evaluated and validated, the evaluation team will then check to verify that these Offerors have proposed fair and reasonable pricing. In the event that an Offeror has not provided fair and reasonable pricing, the Offeror shall be eliminated from further consideration for award unless discussions are conducted. However, the OASIS CO plans on basing award on initial proposals and does not intend on conducting discussions as stated in Section M.2.

The evaluation process shall continue this cycle until the Top 40 and/or Top 20 apparent successful Offerors are identified in each OASIS Pool that represent the highest technically rated offers (based on scores) with a fair and reasonable price. In the event of a tie at the position of number 40 and/or 20, all Offerors tied for this position shall receive a contract award.

Once the Top 40 and/or Top 20 Offerors have been accomplished, evaluations will cease and contract awards will be issued.

In the event the evaluation team discovers misleading, falsified, and/or fraudulent proposal information or support, the Offeror shall be eliminated from further consideration for award. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

### M.4. ACCEPTABILITY REVIEW

Offerors that initially pass all the criteria in the Acceptability Review will be further evaluated in accordance with Section M.5., including the evaluation for fair and reasonable pricing in accordance with Section M.6.

Offerors who fail any of the criteria listed in the Acceptability Review will be removed from consideration for award and notified, in writing, as soon as practicable.

### M.4.1. VOLUME 1 – General

The Offeror's SF 33, Pool Qualification and Certification, Self Scoring Worksheet, Professional Employee Compensation Plan, Uncompensated Overtime Policy, Meaningful Relationship Commitment Letters (if applicable), and Existing Joint Venture/Partnership (if applicable), will be evaluated on a pass/fail basis regarding whether the requested proposal submission information meets the criteria for the information requested in Section L.5.1. and is current, accurate, and complete.

The Offeror's Accounting System must be determined either acceptable/adequate or acceptable with a recommendation that a follow on audit be performed after the OASIS SB MA-IDIQ contract awards. If the Offeror's Accounting System is determined unacceptable/inadequate, the Offeror is ineligible for an OASIS SB MA-IDIQ contract award. In making this determination, GSA will decide whether an audit is necessary or not. Even if an Offeror's Accounting System has been previously audited by DCAA, GSA has the discretion to request a follow-on audit of a previously audited Accounting System from DCAA. GSA reserves the right to not request a DCAA audit of an Offeror's Accounting System, if the Offeror is not otherwise eligible for award in accordance with Section M.

The Offeror's subcontracting plan must be determined <u>acceptable</u>. The Offeror will be evaluated in accordance with GSAR 552.219-72, Preparation, Submission, and Negotiation of Subcontracting Plans (MAR 2012). Offeror's with DCMA approved DoD Comprehensive Subcontracting Plans are considered acceptable.

## M.4.2. VOLUME 2 - Responsibility

The overall responsibility determination will be evaluated on a pass/fail basis. In accordance with FAR Part 9, Offerors that are not deemed responsible will not be considered for award. A satisfactory record of integrity and business ethics will be required.

In making the overall determination of responsibility, information in the Federal Awardee Performance and Integrity Information System (FAPIIS), the Excluded Parties List System (EPLS), the certification at FAR 52.209-5 (Section K), Section K in its entirety (See Section L.5.2.2.), the Offeror's Financial Resources (See Section L.5.2.1), and other pertinent data will be considered.

### M.4.3. VOLUME 3 – Relevant Experience

# M.4.3.1. Relevant Experience (Primary) Projects

The Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Sections L.5.3 through L.3.2.8.

The Offeror's Relevant Experience (Primary) Projects will be initially evaluated on a pass/fail basis in regards to meeting the minimum proposal submission requirements in Section L.5.3.1.

Offerors who pass the Relevant Experience (Primary) Project minimum proposal submission requirements will be scored in accordance with Section M.6., Scoring Table.

# M.4.3.2. Relevant Experience (Secondary) Projects

If the Offeror chooses to submit Secondary Projects for Mission Spaces or Multiple Award Contracts/Task Orders, the Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Sections L.5.3.3. through L.5.3.3.2.

Offerors who have Relevant Experience (Secondary) Projects for Mission Spaces or Multiple Award Contracts/Task Orders will receive additional points in accordance with Section M.6., Scoring Table.

#### M.4.4. VOLUME 4 – Past Performance

The Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section L.5.4. The Offeror's Past Performance for both Pool Qualification Projects and Relevant Experience (Primary) Projects will be initially evaluated on a pass/fail basis in regards to meeting the minimum Past Performance Rating of 3.00

Offerors who exceed the minimum Past Performance rating for Relevant Experience (Primary) Projects will be scored in accordance with Section M.6., Scoring Table.

# M.4.5. VOLUME 5 – Systems, Certifications, and Clearances

If the Offeror chooses to submit Systems, Certifications, and Clearances, the Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section L.5.5.

Offerors who have Systems, Certifications, and Clearances will receive additional points in accordance with Section M.6., Scoring Table.

#### M.5. ADDITIONAL POINTS FOR PRIMARY AND SECONDARY PROJECTS

Offerors who meet the acceptability review in accordance with Section M.4. will be evaluated for additional points in accordance with the following Sections and Section M.6., Scoring Table.

### M.5.1. VOLUME 3 – Relevant Experience (Primary) Projects

### M.5.1.1. Relevant Experience (Primary) Projects under an OASIS NAICS Code or PSC Code

For <u>each</u> relevant experience (primary) project submitted, the Offeror will receive additional points if the project has a reported NAICS Code or PSC Code associated to the project that correlates directly to any of the NAICS Codes or PSC Codes identified in Section L.5.1.2. regardless if the same NAICS Code or PSC Code is duplicated across different projects.

NAICS Code Exceptions are not reported in FPDS-NG; therefore, the Exception is waived for the purposes of this Section. In other words, a project under NAICS Code 541330 Exception A would receive the additional points if the project was reported in FPDS-NG under NAICS Code 541330 only.

Example 1: Projects 1 through 4 are under the same NAICS Code 541330 and Project 5 is under NAICS Code 541611. The Offeror receives the maximum 750 points.

Example 2: Projects 1 through 3 are under NAICS Code 541330, Project 4 is under NAICS Code 541519, and Project 5 is under NAICS Code 541611. The Offeror receives 600 points since Project 4 is not a NAICS Code identified in Section L.5.1.2.

Example 3: Projects 1 and 2 are under NAICS Code 541712, Project 3 is under NAICS Code 541519, and Projects 4 and 5 do not have a NAICS Code or PSC Code assigned to them since the project was not awarded by the U.S. Federal Government. The Offeror receives 300 points since Project 3 is not a NAICS Code identified in Section L.5.1.2. and Projects 4 and 5 do not have NAICS Codes associated to them.

# M.5.1.2. Relevant Experience (Primary) Project Value

For <u>each</u> relevant experience (primary) project submitted, using the same average annual value calculation methods in Section L.5.3.1., the Offeror will receive additional points in accordance with Section M.6., Scoring Table. if the annual value meets or exceeds the following:

- 1. Project averages greater than or equal to \$5 Million on an annual basis but, less than \$10 Million on an annual basis, including options.
- 2. Project averages greater than or equal to \$10 Million on an annual basis but, less than \$20 Million on an annual basis, including options.
- 3. Project averages greater than or equal to \$20 Million on an annual basis but, less than \$50 Million on an annual basis, including options.
- 4. Project averages greater than or equal to \$50 Million or more on an annual basis, including options.

# M.5.1.3. Relevant Experience (Primary) Project Value with Performance/Integration of Additional Core Disciplines

For <u>each</u> relevant experience (primary) project submitted, the Offeror will receive additional points if the project involves the performance and/or integration of Five (5) out of the Six (6) OASIS Core Disciplines; or, if the project involve the performance and/or integration of all Six (6) OASIS Core Disciplines. See Section M.6., Scoring Table.

## M.5.1.4. Relevant Experience (Primary) Project with Multiple Locations

For <u>each</u> relevant experience (primary) project submitted, the Offeror will receive additional points in accordance with Section M.6., Scoring Table, if the project involves performance in multiple locations as follows:

- 1. Project performed in at least 2 and up to 4 different locations:
- 2. Project performed in 5 or more different locations

For the purposes of determining "different" locations, the Department of Labor (DoL), Bureau of Labor Statistics (BLS) for Occupational Employment Statistics will be used. The DOL BLS currently maintains 375 metropolitan statistical areas (MSAs), 34 metropolitan divisions, and over 170 nonmetropolitan areas. MSAs consist of one or more counties (or towns and cities in New England) and contain a core area with a substantial population which has a high degree of economic and social integration with the surrounding areas; also, a MSA must have at least one urbanized area of 50,000 or more inhabitants. Certain MSAs have subdivisions called metropolitan divisions.

Within CONUS, the May 2012 Metropolitan and Nonmetropolitan Area Definitions spreadsheet located at (<a href="http://www.bls.gov/oes/current/msa\_def.htm">http://www.bls.gov/oes/current/msa\_def.htm</a>) will determine the number of locations a project covers, specifically the MSA Code under Column C only. For example, Column C indicates Birmingham-Hoover Alabama area with an MSA Code of 13820. The project involves work in two counties (Bibb and Blount). Since Bibb and Blount counties are within the same MSA code of 13820, this project is considered One (1) location. Another example, the project involves work in Birmingham-Hoover

Alabama and Decatur Alabama. Since Birmingham-Hoover and Decatur are not within the same MSA code (13820 and 19460), this project is considered Two (2) locations. Anything OCONUS will be considered a single location at the Metropolitan city level.

Travel Duty (TDY) assignments for contract employees do <u>not</u> count for any location. All performance locations must be supported and verifiable through contract documentation.

# M.5.1.5. Relevant Experience (Primary) Project with Subcontracting/Teaming

For <u>each</u> relevant experience (primary) project submitted, the Offeror will receive additional points if the project involves Subcontracting/Teaming for services with at least 4 separate entities. For the purposes of this evaluation, a "separate entity" is defined as a business entity that does not have a meaningful relationship with the Offeror. See Section M.6., Scoring Table.

# M.5.1.6. Relevant Experience (Primary) Project with Ancillary Support Services and/or Products

For <u>each</u> relevant experience (primary) project submitted, the Offeror will receive additional points if the project involves Ancillary Support Services and/or Products. See Section M.6., Scoring Table.

For the purposes of this evaluation, Ancillary Support Services are defined as services that are not included in the primary scope of work of the project, but rather, are outside the primary scope of work, but are integral and necessary to the overall requirement.

Ancillary Support Products are project deliverables that are considered Government Property in the form of Equipment, Materials, Special Test Equipment, Special Tooling, and/or Property as defined in FAR 52.245-1, Government Property.

### M.5.1.7. Relevant Experience (Primary) Project with Cost-Reimbursement (any type)

For <u>a maximum of Two (2)</u> relevant experience (primary) projects submitted, the Offeror will receive additional points if the projects are Cost-Reimbursement, including any of the Cost type definitions under FAR Subpart 16.3. See Section M.6., Scoring Table.

## M.5.1.8. Relevant Experience (Primary) Project with OCONUS Locations

For <u>a maximum of Two (2)</u> relevant experience (primary) projects submitted, the Offeror will receive additional points if the projects involve work at a location Outside the Continental United States (OCONUS). TDY assignments do NOT count toward points for OCONUS locations. See Section M.6., Scoring Table.

### M.5.1.9. Relevant Experience (Secondary) Projects

Offeror's who have performed in multiple Mission Spaces and have executed Multiple Award Contracts/Task Orders are considered more favorably. See Section M.6., Scoring Table.

### M.5.1.10. Relevant Experience (Secondary) Projects with Mission Spaces

The Offeror will receive additional points only if the projects submitted were awarded to at least Two (2) different Mission Spaces up to a maximum of Five (5) different Mission Spaces.

"Mission Spaces" include any <u>U.S. Federal Government Agency</u> that awarded the contract/task order for any U.S. Federal Government project. There are Five (5) distinct Mission Spaces defined below. If a particular agency is <u>not</u> listed within a particular Mission Space, the umbrella agency takes precedence (e.g., Department of Air Force and all its Commands would fall under Department of Defense or Mission Space #1). If a particular agency is <u>not</u> listed and does <u>not</u> fall under an umbrella agency, then the project would be given credit under Mission Space #5 only (e.g., Federal Deposit Insurance Corporation would fall under Mission Space #5).

Each U.S. Federal Government project will only be given credit for a single Mission Space, based upon the awarding agency unless the awarding agency conducted the procurement on behalf of a customer agency. If procurement has been conducted and awarded on behalf of a customer agency, credit for a single Mission Space will be based upon the customer agency. For example, GSA awarded a task order on behalf of the Department of State; therefore, the Department of State gets the credit under Mission Space #1, not GSA under Mission Space #3.

Once a Mission Space is covered, additional credit for the same Mission Space is <u>not</u> given. The combination of all U.S. Federal Government Projects will determine how many Mission Spaces are given credit for. For example, Three (3) U.S. Federal Government Projects are submitted. Of those Three (3) projects, One (1) project was awarded by the Air Force Materiel Command (AFMC), One (1) project was awarded by the Naval Air Systems Command (NAVAIR), and One (1) project was awarded by the Federal Deposit Insurance Corporation (FDIC). The total credit for these Three (3) projects is Two (2) Mission Spaces (i.e., Mission Space #1 for AFMC and NAVAIR and Mission Space #5 for FDIC).

Here are the following Mission Space Categories for evaluation:

**Mission Space #1 (Protection and Defense)**: Protecting American interests at home and abroad through security and diplomacy.

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

Mission Space #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

**Mission Space #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

Mission Space #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
- 6. Tennessee Valley Authority

### Mission Space #5 (Other):

 All other U.S. Federal Government Agencies, Independent U.S. Federal Government Agencies, U.S. Federal Government Corporations not listed above. . For validation purposes, the Government will use the directory of Agencies listed under www.usa.gov

### M.5.1.11. Relevant Experience (Secondary) Projects with Multiple Award Contracts/BPAs and Task Orders

The Offeror will receive additional points for Multiple Award Contracts/BPAs and corresponding task orders as follows:

- Two (2) Multiple Award Contracts with at least Ten (10) total Task Order awards. Additionally, at least Three (3)
  Task Orders must have been awarded under each of the Multiple Award Contracts. For example, Multiple Award
  Contract #1 has the minimum Three (3) Task Order awards and Multiple Award Contract #2 has the Seven (7)
  additional Task Order awards to qualify for at least Ten (10) total Task Order awards.
- Five (5) Multiple Award Contracts with at least Twenty Five (25) total Task Order awards. Additionally, at least Three (3) Task Orders must have been awarded under each of the Multiple Award Contracts
- Ten (10) Multiple Award Contracts with at least Fifty (50) total Task Order awards. Additionally, at least Three (3) Task Orders must have been awarded under each of the Multiple Award Contracts

See Section M.6., Scoring Table.

#### M.5.2. VOLUME 4 – Past Performance

Past Performance for Pool Qualification Projects in accordance with Section L.5.1.2. and the Five (5) Relevant Experience (Primary) Projects submitted in accordance with Section L.5.3. will be evaluated as follows:

See Section L.5.4. for Past Performance submission requirements for both Pool Qualification Projects and Relevant Experience (Primary) Projects.

Offerors are strongly cautioned that inability of the Government to contact past performance references directly associated to any survey from the Pool Qualification Projects or any of the Five (5) Relevant Experience (Primary) Projects may result in the survey not being evaluated favorably or unfavorably on past performance. Furthermore, In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available; the Offeror will not be evaluated favorably or unfavorably on past performance.

# M.5.2.1. Past Performance ((PPIRS) information exists)

For each Pool Qualification Project and Relevant Experience (Primary) Project with an interim or final past performance evaluation in PPIRS that links to CPARS will already have an Adjectival Rating from the table below. In accordance with the table, a point value will be assigned an adjectival rating that was given a score. If any of the past performance criteria were <u>not</u> assigned an adjectival rating, that criteria will <u>not</u> be averaged into the final score.

Point	Adjectival	Definition	
Value	Rating		
5	Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective	
4	Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taker by the Contractor were effective	
3	Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory	
1	Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions.	
0	Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner.  The element being assessed contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.	

## M.5.2.2. Past Performance (Award Fee Determination exists)

For each Pool Qualification Project and Relevant Experience (Primary) Project where <u>no</u> interim or final past performance evaluation in PPIRS that links to CPARS exists but, there is an Award Fee evaluation, the Award Fee evaluation will have an adjectival rating from the table below. In accordance with the table, a point value will be assigned the adjectival rating.

Point	Adjectival	Award-Fee	Description
Value	Rating	Pool Available to Be Earned	
5	Exceptional	91% - 100%	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
4	Very Good	76% - 90%	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
3	Satisfactory	51% - 75%	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
		No Greater	Contractor has met overall cost, schedule, and technical performance requirements of

	1	Marginal	than 50%	the contract in the aggregate as defined and measured against the criteria in the		
				award-fee plan for the award-fee evaluation period.		
0% Contractor has failed to meet overa		0%	Contractor has failed to meet overall cost, schedule, and technical performance			
	0	Unsatisfactory		requirements of the contract in the aggregate as defined and measured against the		
				criteria in the award-fee plan for the award-fee evaluation period.		

# M.5.2.3. Past Performance ((PPIRS) information or Award Fee Determination does <u>not</u> exist)

For each Pool Qualification Project and Relevant Experience (Primary) Project where <u>no</u> interim or final past performance evaluation in PPIRS that links to CPARS exists and <u>no</u> Award Fee evaluation exists, the Past Performance Rating Form Survey will have an adjectival rating and point value from the table below. If any of the past performance criteria were <u>not</u> assigned an adjectival rating, that criteria will <u>not</u> be averaged into the final score.

Point	Adjectival	Definition	
Value	Rating		
5	5 Exceptional Exception Ex		
4	Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective	
3	Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory	
1	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions.		
		Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.	

If the combined average is at least 3.00 – Satisfactory, the Offeror will pass Acceptability. If the combined average is 2.99 or below, the Offeror will fail Acceptability and will not be considered for award. Offerors who exceed the minimum past performance requirements will receive additional points in accordance with Section M.6, Scoring Table.

## M.5.2.4. Past Performance Scoring Example

For example purposes only. This scenario is only an example to help Offerors understand how to calculate their past performance score in their Self Scoring Worksheet.

**PROJECT 1**: Past performance under Project 1 an Offeror receives the following Scores under the most current interim or final PPIRS:

Very Good for Quality of Service: 4
Satisfactory for Schedule: 3

No Rating for Cost Control: N/A (Neutral)

Satisfactory for Business Relations: 3
Exceptional for Management of Key Personnel: 5

No Rating for Utilization of Small Business: N/A (Neutral)

Total Number of Points: 15

15 Points divided by the Number of Scored Elements (4) = 3.75 for Project 1

3.75 for Project 1 = 400 Points

**PROJECT 2:** Past performance under Project 2 an Offeror receives the following Scores under a Survey:

Satisfactory for Quality of Service:

Very Good for Schedule:

Satisfactory for Cost Control:

Very Good for Business Relations:

Very Good for Management of Key Personnel:

Marginal for Utilization of Small Business:

1

Total Number of Points:

19

19 Points divided by the Number of Scored Elements (6) = 3.16 for Project 2

3.16 for Project 2 Passes Acceptability but = 0 Additional Points.

**PROJECT 3**: Past performance under Project 3 an Offeror receives the following Scores under an Award Fee Determination (PPIRS does not exist):

Satisfactory Award Fee Determination 3 **Total Number of Points:** 3

3 Points divided by the Number of Scored Elements (1) = 3.00 for Project 3

3.00 for Project 3 Passes Acceptability but = 0 Additional Points.

**PROJECT 4**: Past performance under Project 4 an Offeror receives the following Scores under the most current interim or final PPIRS:

Exceptional for Quality of Service:

Very Good for Schedule:

Very Good for Cost Control:

Exceptional for Business Relations:

Exceptional for Management of Key Personnel:

Very Good for Utilization of Small Business:

Total Number of Points:

5

27 Points divided by the Number of Scored Elements (6) = 4.50 for Project 4

4.50 for Project 4 = 550 Points

**PROJECT 5**: Past performance under Project 5 is a "**Collection of Task Orders**" under a **Single-Award IDIQ**. The Offeror submits **3 Task Orders** under the Single-Award IDIQ. 1 Task Order is in PPIRS and 2 Task Orders are from a Survey (No PPIRS exists). For calculating Past Performance, a Collection of Task Orders" is averaged into a single project as follows:

### Task Order 1:

Very Good for Quality of Service: 4
Very Good for Schedule: 4
Very Good for Cost Control: 4
Very Good for Business Relations: 4
Very Good for Management of Key Personnel: 4

No Rating for Utilization of Small Business: N/A (Neutral)

Total Number of Points: 20

20 Points divided by the Number of Scored Elements (5) = 4.00 for "Task Order 1"

#### Task Order 2:

Satisfactory for Quality of Service:

Very Good for Schedule:4Satisfactory for Cost Control:3Very Good for Business Relations:4Satisfactory for Management of Key Personnel:3

No Rating for Utilization of Small Business: N/A (Neutral)

Total Number of Points:

17 Points divided by the Number of Scored Elements (5) = 3.40 for "Task Order 2"

#### Task Order 3:

Exceptional for Quality of Service: 5
Exceptional for Schedule: 5
Very Good for Cost Control: 4
Very Good for Business Relations: 4
Satisfactory for Management of Key Personnel: 3

No Rating for Utilization of Small Business: N/A (Neutral)

Total Number of Points: 21

21 Points divided by the Number of Scored Elements (5) = 4.20 for "Task Order 3"

The average of Task Order 1 through 3 is (4.00+3.40+4.20 = 11.60 / 3 Task Orders = 3.87) 3.87 for Project 5 = 400 Points

## **Grand Total Score for Projects 1 through 5 is:**

Project 1: 400
Project 2: 0
Project 3: 0
Project 4: 550
Project 5: 400

Grand Total: 1,350 Points for Past Performance on Relevant Experience (Primary) Projects

Offerors are strongly cautioned that inability of the Government to contact past performance references directly associated to any survey from the Five (5) relevant experience projects above may result in the survey not being evaluated favorably or unfavorably on past performance. Furthermore, In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available; the Offeror will not be evaluated favorably or unfavorably on past performance.

### M.5.2.5. Total Small Business Past Performance

"Total" small business includes all small business socio-economic groups combined. The Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section L.5.4.4.

The Offeror's Total Small Business Past Performance projects will be initially evaluated on a pass/fail basis in regards to meeting the minimum submission requirements in Section L.5.4.4.

For each relevant experience (primary) project, Offerors who exceed the Total Small Business Past Performance Percentage Goal will be receiving additional points in accordance with Section M.6, Scoring Table.

If a relevant experience (primary) project has an ISR or SF 294 associated to it, there will be a current "Goal" and an "Actual" column for Total Small Business Concerns. If the Actual Percentage of Total Subcontract Awards meets or exceeds the Current Goal Percentage of Total Subcontract Awards, the Offeror will receive additional points for the project in accordance with the Scoring Table in Section M.6.

For any of the relevant experience (primary) projects that do not have an ISR or SSR report associated to it (either specific to the project itself or a project under an umbrella contract); or, for any of the ISR or SSR reports that are not current; or, for any of the projects that are Non-U.S. Federal Government projects; meeting or exceeding small business goals will <u>not</u> be considered.

# M.5.3. VOLUME 5 – Systems, Certifications, and Clearances

Other than Accounting Systems, all Systems, Certifications, and Clearances are <u>not</u> minimum or mandatory requirements; however, Offeror's who have these Systems, Certifications, and Clearances in place are considered more favorably in accordance with Section M.6., Scoring Table.

### M.6. SCORING TABLE

After the Acceptability Review is conducted on a pass/fail basis, <u>only</u> those proposals that <u>pass</u> will receive additional points based on the following scoring table.

Section	Element	Point Value	Number of Potential Occurrences	Total Max Points Per Element	Max Point Value
L.5.3.	VOLUME 3 – RELEVANT EXPERIENCE				
L.5.3.2.1.	Relevant Experience under an OASIS NAICS Code or PSC Code:				
	Project reported under a NAICS Code that correlates directly to an OASIS NAICS Code or PSC Code in Section L.5.1.2.	150	5	750	750
L.5.3.2.2.	Individual Project Value:				
	Project averages \$5 Million or more on an annual basis but, less than \$10 Million on an annual basis, including options	25	5	125	
	Project averages \$10 Million or more on an annual basis but, less than \$20 Million on an annual basis, including options	50	5	250	
	Project averages \$20 Million or more on an annual basis but, less than \$50 Million on an annual basis, including options	75	5	375	
	Project averages \$50 Million or more on annual basis, including options	100	5	500	500
L.5.3.2.3.	Performance/Integration of Additional Core Disciplines:				
	Project involves the performance and/or integration of 5 out of 6 Core Disciplines	75	5	375	
	Project involves the performance and/or integration of all 6 Core Disciplines	100	5	500	500
L.5.3.2.4.	Multiple Locations (Places of Performance):				
	Project performed in 2 to 4 different locations	50	5	250	
	Project performed in 5 or more different locations	100	5	500	500
L.5.3.2.5.	Subcontracting/Teaming:				
	Project involves subcontracting/teaming for services with at least 4 separate entities	100	5	500	500
L.5.3.2.6.	Ancillary Support Products and Services:				
	Project includes Ancillary Support Products	50	5	250	
	Project includes Ancillary Support Services	50	5	250	500
L.5.3.2.7.	Cost Reimbursement Projects:				
	Contract Type is predominately Cost-Reimbursement (includes all Cost type under FAR 16.3) (Limited to 2 out of 5 projects for scoring purposes only)	100	2	200	200
L.5.3.2.8.	OCONUS Projects:				
	Project includes OCONUS work (Limited to 2 out of 5 projects for scoring purposes only)	100	2	200	200

L.5.3.3.1.	Mission Spaces:				
	Offeror has been awarded projects in at least 2 different Mission Spaces but, no more than 2	50	1	50	
	Offeror has been awarded projects in at least 3 different Mission Spaces but, no more than 3	100	1	100	
	Offeror has been awarded projects in at least 4 different Mission Spaces but, no more than 4	150	1	150	
	Offeror has been awarded projects in at least 5 different Mission Spaces	200	1	200	200
L.5.3.3.2	Multiple Award Contracts/Task Orders:				
	Offeror has been awarded at least 2 Multiple award contracts but, no more than 5 Multiple Award contracts, with at least 10 total Task Order awards combined. At least Three (3) Task Orders must have been awarded under each of the Multiple Award Contracts.	50	1	50	
	Offeror has been awarded at least 5 Multiple Award contracts but, not more than 10 Multiple Award Contracts, with at least 25 total Task Order awards combined. At least Three (3) Task Orders must have been awarded under each of the Multiple Award Contracts	100	1	100	
	Offeror has been awarded at least 10 Multiple Award contracts with at least 50 total Task Order awards combined. At least Three (3) Task Orders must have been awarded under each of the Multiple Award Contracts	150	1	150	150
				MAX VOL. 3 Points	4,000
L.5.4.	VOLUME 4 – PAST PERFORMANCE				
L.5.4.1. through L.5.4.3.	Relevant Experience Projects:				
	Average scoring of 3.50 to 3.74	350	5	1750	
	Average scoring of 3.75 to 3.99	400	5	2000	
	Average scoring of 4.00 to 4.24	450	5	2250	
	Average scoring of 4.25 to 4.49	500	5	2500	
	Average scoring of 4.50 to 4.74	550	5	2750	
	Average scoring of 4.75 to 5.00	600	5	3000	3,000
L.5.4.4.	Total Small Business Goals				
	Meets or Exceeds Total Small Business Goals on U.S. Federal Government Projects	200	5	1000	1,000
				MAX VOL. 4 Points	4,000
L.5.5.	VOLUME 5 – SYSTEMS, CERTIFICATIONS, AND CLEARANCES				
L.5.5.1. through L.5.5.4.	Government Systems:				
	Approved Purchasing System	500	1	500	500
	Current FPRA, FPRR, and/or Approved Billing Rates	200	1	200	200
	EVMS ANSI/EIA Standard-748	200	1	200	200
	Acceptable Estimating System	200	1	200	200
L.5.5.5. through L.5.5.9.	Industry Certifications:				
	CMMI Capability Level 3 Majority	100	1	100	
	CMMI Maturity Level 3 equivalent or higher	200	1	200	200
	ISO 9001:2008	200	1	200	200
	ISO 17025	100	1	100	100
	ISO 14001:2004	100	1	100	100
	AS9100	100	1	100	100
L.5.5.10.	Government Facility Clearances:				
	Secret	100	1		
	Top Secret	200	1	200	200

OASIS UNRESTRICTED FINAL SOLICITATION NO.: GS00Q-13-DR-0001 FINAL CONFORMED SOLICITATION Page 144

MAX VOL. 5 Points	2,000
MAX	
Points All	10,000
Volumes	

#### M.7. COST/PRICE

The Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section L

The Offerors' cost/price proposal will be used to determine whether the ceiling rates proposed for each labor category are fair and reasonable in order to establish ceiling rates for Time and Material/Labor Hour contract types in accordance with Section B.2.5.1.

For each proposed direct labor rate, the basis of fair and reasonableness will be the Department of Labor (DOL) Bureau of Labor Statistics (BLS) Service Occupational Classifications (SOC) will be used as explained in Section L.6.1.

For each <u>Indirect</u> rate, the basis of fair and reasonableness will be the Offeror's most current approved billing rates, forward pricing rate agreements, and/or acceptable accounting system generated rates for each OASIS labor category.

For <u>Profit</u>, the basis of fair and reasonableness will be no more than 7% for each OASIS labor category as explained in Section L.6.2.

If an Offeror does not meet one or more of these parameters for any labor category, the Offeror is strongly advised to provide clear and convincing rationale to support the proposed direct/indirect and/or profit rate(s). In the event the rationale is not determined reasonable, the proposal will be deemed to have a ceiling rate(s) that is <u>not</u> considered fair and reasonable and the proposal would not be eligible for award, regardless of technical score.

Cost/Price proposals may only be modified as a result of discussions and Offerors are advised that the Government intends to make award based on initial proposals without discussions.

An offer may also be rejected if any one or more required submittals is missing or incomplete on the Cost/Price Template in accordance with Section J.9., Attachment (9) or, the Government determines the lack of balanced pricing poses an unacceptable risk to the Government.

(END OF SECTION M)